Resolution No.: 22150 - Contract

City of Mesa

**Contract # 2024056-02**

*for*

Information Technology Solutions Products and Services

*with*

**SHI International**

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and SHI International effective July 2, 2024:

I. City of Mesa/SHI Signed Contract
II. Supplier's Response to the RFP, incorporated by reference
    a. OMNIA Partners

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**AGREEMENT PURSUANT TO SOLICITATION**

**CITY OF MESA AGREEMENT NUMBER 2024056**
**INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND 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 450 |
| | Mesa, AZ 85201 |
| Attention | Ted Stallings<br>Procurement Officer II |
| E-Mail | Ted.Stallings@MesaAZ.org |
| Phone | (480) 644-2815 |

With a copy to: City of Mesa – DoIT
Attn: Suzanne Alberts

**AND**

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

| | |
|---|---|
| Mailing Address | 290 Davidson Avenue |
| | Somerset, NJ 08873 |
| Remit to Address | Post Office Box 952121 |
| | Dallas, TX 852121 |
| Attention | Amelia Jakubczyk |
| E-Mail | amelia_jakubczyk@shi.com |
| Phone | 303-882-8012 |
| Attention | Victoria Lewkowitz |
| E-Mail | victoria_lewkowitz@shi.com |
| Phone | 650-483-9333 |

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# CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 2nd day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp, a(n) New Jersey State corporation/company/natural person ("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 **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND 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.

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 **July 2, 2024** and ending on **July 1, 2028**. 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 six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before 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 vendor 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 before 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 before 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.

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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 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, the Exhibits, the 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
      2. Pricing (Exhibit B(
      3. Scope of Work (Exhibit A)
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor 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.

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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.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Services 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 changefor reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the 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 adjustments 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 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:

**6.4.1** Contractor name, address, and contact information;
**6.4.2** City billing information;
**6.4.3** City contract number as listed on the first page of the Agreement;
**6.4.4** Invoice number and date;
**6.4.5** Payment terms;
**6.4.6** Date of Services or delivery of Product;
**6.4.7** Description of materials or services provided;
**6.4.8** If product provided, the quantity delivered and pricing of each unit;
**6.4.9** Applicable Taxes;
**6.4.10** If applicable, mileage or travel costs; and
**6.4.11** Total amount due.

**6.5 Payment of Funds**. Contractor Contractor acknowledges the City may, at its option and where available use a Procurement Cardle-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.

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**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.

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. 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,

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the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

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

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

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

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

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

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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

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

17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy. with the terms of the Agreement controlling.

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

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

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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

Edward Quedens
Printed Name

Business Services Director
Title

7/3/24 12:57 MST
Date

**SHI INTERNATIONAL CORP.**

By: DocuSigned by: Kristina Mann EA418E789F09404...

Kristina Mann
Printed Name

Sr. Manager - Contracts
Title

7/1/2024
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer II

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**EXHIBIT A**
**SCOPE OF WORK**

1. **SCOPE OF WORK:** For the purchase of Information Technology Solutions, Products, and Services.

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

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

3. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and 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 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.

4. **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 and Services including but not limited to the following categories:

   a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

   b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices 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, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. 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.

   d. 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.

   e. 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.

   f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), 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

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not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

g. 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.

h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.

***Note:*** All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

k. 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.

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

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

6. **DEFECTIVE PRODUCT.** All defective products shall 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) business days of initial notification.

33. **SUPPLEMENTAL PRODUCTS AND SERVICES:** The scope described in this RFP and resulting contract(s) is preliminary in nature and intended to provide Contractors with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Contractor's proposal and/or during contract negotiations based on budget considerations.

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**EXHIBIT B**
**PRICING**
*Attachment A Pricing will be added here when Agreement is finalized.*

| | | | | | add additional manufacturers/discounts | |
|---|---|---|---|---|---|---|
| **Item #** | **Product** | **Product / Group** | **Proposed Discount** | **Manufacturer Name** | **Proposed Discount** | **Manufacturer Name** |
| 1.00 | Group 1 - Systems | 1) Desktops | 3% | Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple,etc) | % | |
| | | 2) Notebooks | 3% | Full Catalog (Examples are HPE, Dell, Lenovo, Acer,Apple etc) | % | |
| | | 3) Tablets | 3% | Full Catalog (Exmaples are HPE, Dell, Lenovo, Acer, Surface,Apple etc) | % | |
| | | 4) Servers (Physical and Virtual) (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc) | 3% | Full Catalog (Examples are Dell,HPE, Lenovo, IBM, Cisco, etc) | % | |
| 2.00 | Group 2 - Input Devices | 5) Keyboards | 5% | Full Catalog | % | |
| | | 6) Mice | 5% | Full Catalog | % | |
| | | 7) Imaging Scanners | 5% | Full Catalog | % | |
| | | 8) POS Scanners | 5% | Full Catalog | % | |
| | | 9) Pointing Devices | 5% | Full Catalog | % | |
| | | 10) Bar Code Readers | 5% | Full Catalog | % | |
| | | 11) Audio Input | 5% | Full Catalog | % | |
| | | 12) Input Adapters | 5% | Full Catalog | % | |
| | | 13) PC and Network Cameras | 15% | Full Catalog | % | |
| | | 14) Input Cables | 15% | Full Catalog | % | |
| | | 15) Input Accessories | 15% | Full Catalog | % | |
| 3.00 | Group 3 - Output Devices | 16) Displays | 3% | Full Catalog | % | |
| | | 17) Printers | 5% | Full Catalog | % | |
| | | 18) Inkjet Printres | 5% | Full Catalog | % | |
| | | 19) Inkjet Photo Printers | 5% | Full Catalog | % | |
| | | 20) Laser Printers | 5% | Full Catalog | % | |
| | | 21) Label Printers | 5% | Full Catalog | % | |

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| | | | | | | |
|---|---|---|---|---|---|---|
| | | 22) Dot Matrix Printers | 5% | Full Catalog | % | |
| | | 23) Multi-Function Printers | 5% | Full Catalog | % | |
| | | 24) Wide Format Printers | 5% | Full Catalog | % | |
| | | 25) Multi-Function Inkjet Printers | 5% | Full Catalog | % | |
| | | 26) Wide Format Printers | 5% | Full Catalog | % | |
| | | 27) Fax Machine Printers | 5% | Full Catalog | % | |
| | | 28) Printer Accessories | 5% | Full Catalog | % | |
| | | 29) Projectors | 5% | Full Catalog | % | |
| | | 30) Projector Accessories | 5% | Full Catalog | % | |
| | | 31) Audio Input | 5% | Full Catalog | % | |
| | | 32) Video Cards | 5% | Full Catalog | % | |
| | | 33) Sound Cards | 5% | Full Catalog | % | |
| | | 34) Output Accessories | 5% | Full Catalog | % | |
| | | 35) Printer Consumables | 5% | Full Catalog | % | |
| 4.00 | Group 4 - Memory | 36) Desktop | 5% | Full Catalog | % | |
| | | 37) Flash | 5% | Full Catalog | % | |
| | | 38) Networking | 5% | Full Catalog | % | |
| | | 39) Notebook | 5% | Full Catalog | % | |
| | | 40) Printer / Fax | 5% | Full Catalog | % | |
| | | 41) Server | 5% | Full Catalog | % | |
| 5.00 | Group 5 - Storage Devices | 42) Adapters Fibre Channel | 5% | Full Catalog | % | |
| | | 43) Adapters FireWire / USB | 5% | Full Catalog | % | |
| | | 44) Adapters IDE/ATA/SATA | 5% | Full Catalog | % | |
| | | 45) Adapters RAID | 5% | Full Catalog | % | |
| | | 46) Adapters SCSI | 5% | Full Catalog | % | |
| | | 47) Bridges & Routers | 5% | Full Catalog | % | |
| | | 48) Disk Arrays | 5% | Full Catalog | % | |
| | | 49) Disk Arrays JBOD | 5% | Full Catalog | % | |
| | | 50) Drives Magneto-Optical | 5% | Full Catalog | % | |
| | | 51) Drives Removable Disks | 5% | Full Catalog | % | |
| | | 52) Fiber Channel Switches | 5% | Full Catalog | % | |
| | | 53) Hard Disks - External | 5% | Full Catalog | % | |

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| | | | | | | |
|---|---|---|---|---|---|---|
| | | 54) Hard Disks - Fibre Channel | 5% | Full Catalog | % | |
| | | 55) Hard Disks - IDE/ATA/S | 5% | Full Catalog | % | |
| | | 56) Hard Disks - Notebook | 5% | Full Catalog | % | |
| | | 57) Hard Disks - SCSI | 5% | Full Catalog | % | |
| | | 58) Networking Accessories | 5% | Full Catalog | % | |
| | | 59) Optical Drives - CD-ROM | 5% | Full Catalog | % | |
| | | 60) Optical Drives - CD-RW | 5% | Full Catalog | % | |
| | | 61) Optical Drives - DVD-CD | 5% | Full Catalog | % | |
| | | 62) Optical Drives - DVD-RW | 5% | Full Catalog | % | |
| | | 63) Storage Accessories | 5% | Full Catalog | % | |
| | | 64) Storage - NAS | 5% | Full Catalog | % | |
| | | 65) Storage - SAN | 5% | Full Catalog | % | |
| | | 66) Tape Autoloaders -AIT | 5% | Full Catalog | % | |
| | | 67) Tape Autoloaders - DAT | 5% | Full Catalog | % | |
| | | 68) Tape Autoloaders - DLT | 5% | Full Catalog | % | |
| | | 69) Tape Autoloaders - LTO | 5% | Full Catalog | % | |
| | | 70) Tape Drives - 4mm | 5% | Full Catalog | % | |
| | | 71) Tape Drives - 8mm/VXA | 5% | Full Catalog | % | |
| | | 72) Tape Drives - AIT | 5% | Full Catalog | % | |
| | | 73) Tape Drives - DAT | 5% | Full Catalog | % | |
| | | 74) Tape Drives - DLT | 5% | Full Catalog | % | |
| | | 75) Tape Drives - LTO/Ultrium | 5% | Full Catalog | % | |
| | | 76) Tape Drives SDLT | 5% | Full Catalog | % | |
| | | 77) Tape Drives - Travan | 5% | Full Catalog | % | |
| 6.00 | Group 6 - Network Equipment | 78) 10/100 Hubs & Switches | 5% | Full Catalog | % | |
| | | 79) Bridges & Routers | 5% | Full Catalog | % | |
| | | 80) Gigabit Hubs & Swtiches | 5% | Full Catalog | % | |
| | | 81) Concentrators & Multiplexers | 5% | Full Catalog | % | |
| | | 82) Hardware Firewalls | 5% | Full Catalog | % | |
| | | 83) Intrusion Detection | 5% | Full Catalog | % | |
| | | 84) KVM | 5% | Full Catalog | % | |
| | | 85) Modems | 5% | Full Catalog | % | |

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|---|---|---|---|---|---|---|
| | | 86) Network Test Equipment | 5% | Full Catalog | % | |
| | | 87) Network Adapters | 5% | Full Catalog | % | |
| | | 88) Network Cables | 15% | Full Catalog | % | |
| | | 89) Network Accessories | 5% | Full Catalog | % | |
| | | 90) Repeaters & Transcievers | 5% | Full Catalog | % | |
| | | 91) Wireless LAN Accessories | 5% | Full Catalog | % | |
| | | 92) Token Authentication | 5% | Full Catalog | % | |
| | | 93) 10G Fiber Optic Transceivers | 5% | Full Catalog | % | |
| | | 94) 1G Fiber Optic Transceivers | 5% | Full Catalog | % | |
| 7.00 | Group 7 - Software | 95) Licensing Packages (e.g. Microsoft) | 4% | Full Catalog (Examples are Microsoft, Adobe, Vmware, etc) | % | |
| | | 96) Licensing Backup | 4% | Full Catalog | % | |
| | | 97) Licensing Barcode/OC | 4% | Full Catalog | % | |
| | | 98) Licensing Business Application | 4% | Full Catalog | % | |
| | | 99) Licensing CAD/CAM | 4% | Full Catalog | % | |
| | | 100) Licensing - Cloning | 4% | Full Catalog | % | |
| | | 101) Licensing - Computer Services | 4% | Full Catalog | % | |
| | | 102) Licensince - Database | 4% | Full Catalog | % | |
| | | 103) Licensing - Development | 4% | Full Catalog | % | |
| | | 104) Licensing - Entertainment | 4% | Full Catalog | % | |
| | | 105) Licensing - Financial | 4% | Full Catalog | % | |
| | | 106) Licensing - Flow Chart | 4% | Full Catalog | % | |
| | | 107) Licensing - Graphic Design | 4% | Full Catalog | % | |
| | | 108) Licensing - Handheld | 4% | Full Catalog | % | |
| | | 109) Licensing - Network OS | 4% | Full Catalog | % | |
| | | 110) Licensing - OS | 4% | Full Catalog | % | |
| | | 111) Licensing - Personal Organization | 4% | Full Catalog | % | |
| | | 112) Licensing - Presentation | 4% | Full Catalog | % | |
| | | 113) Licensing - Reference | 4% | Full Catalog | % | |
| | | 114) Licensing - Report Analysis | 4% | Full Catalog | % | |
| | | 115) Licensing - Spreadhseet | 4% | Full Catalog | % | |
| | | 116) Licensing - Utilities | 4% | Full Catalog | % | |

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|---|---|---|---|---|---|---|
| | | 117) Licensing - Warranties | 4% | Full Catalog | % | |
| | | 118) Licensing - Web Development | 4% | Full Catalog | % | |
| | | 119) Licensing - Word Processing | 4% | Full Catalog | % | |
| | | 120) Software - Backup | 4% | Full Catalog | % | |
| | | 121) Software - Barcode / OCR | 4% | Full Catalog | % | |
| | | 122) Software - Business Application | 4% | Full Catalog | % | |
| | | 123) Software - CAD/CAM | 4% | Full Catalog | % | |
| | | 124) Software - Cloning | 4% | Full Catalog | % | |
| | | 125) Software - Computer Services | 4% | Full Catalog | % | |
| | | 126) Software - Database | 4% | Full Catalog | % | |
| | | 127) Software - Development | 4% | Full Catalog | % | |
| | | 128) Software - Entertainment | 4% | Full Catalog | % | |
| | | 129) Software - Financial | 4% | Full Catalog | % | |
| | | 130) Software - Flow Chart | 4% | Full Catalog | % | |
| | | 131) Software - Graphic Design | 4% | Full Catalog | % | |
| | | 132) Software - Handheld | 4% | Full Catalog | % | |
| | | 133) Software - OS | 4% | Full Catalog | % | |
| | | 134) Software - Personal Organization | 4% | Full Catalog | % | |
| | | 135) Software - Presentation | 4% | Full Catalog | % | |
| | | 136) Software - Reference | 4% | Full Catalog | % | |
| | | 137) Software - Report Analysis | 4% | Full Catalog | % | |
| | | 138) Software - Spreadsheet | 4% | Full Catalog | % | |
| | | 139) Software - Utilities | 4% | Full Catalog | % | |
| | | 140) Software - Warranties | 4% | Full Catalog | % | |
| | | 141) Software - Web Development | 4% | Full Catalog | % | |
| | | 142) Software - Word Processing | 4% | Full Catalog | % | |
| 8.00 | Group 8 - Media Supplies | 143) Media - 4mm tape | 5% | Full Catalog | % | |
| | | 144) Media - AIT tape | 5% | Full Catalog | % | |
| | | 145) Media - DAT tape | 5% | Full Catalog | % | |
| | | 146) Media - DLT tape | 5% | Full Catalog | % | |
| | | 147) Media LTO / Ultrium tape drive | 5% | Full Catalog | % | |

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|---|---|---|---|---|---|---|
| | | 148) Media - Magneto - Optical | 5% | Full Catalog | % | |
| | | 149) Media - Optical | 5% | Full Catalog | % | |
| | | 150) Media - SLR tape | 5% | Full Catalog | % | |
| | | 151) Media - Travan tape | 5% | Full Catalog | % | |
| | | 152) Media - VXA tape | 5% | Full Catalog | % | |
| | | 153) Media - zip | 5% | Full Catalog | % | |
| 9.00 | Group 9 - Collaboration & IP Telephony | 154) IP phones | 15% | Full Catalog | % | |
| | | 155) Video conferencing products | 15% | Full Catalog | % | |
| | | 156) Monitors/TV's | 3% | Full Catalog | % | |
| | | 157) Mounts | 5% | Full Catalog | % | |
| | | 158) Voice gateways / servers | 15% | Full Catalog | % | |
| | | 159) Headsets | 15% | Full Catalog | % | |
| | | 160) Audo conferencing products | 5% | Full Catalog | % | |
| | | 161) Analog phones | 15% | Full Catalog | % | |
| | | 162) Accessories | 15% | Full Catalog | % | |
| 10.00 | Group 10 - Other | 163) Advanced Integration | 5% | Full Catalog | % | |
| | | 164) Asset Disposal | 5% | Full Catalog | % | |
| | | 165) Asset Management | 5% | Full Catalog | % | |
| | | 166) Cables | 15% | Full Catalog | % | |
| | | 167) Cables - custom | 15% | Full Catalog | % | |
| | | 168) Cables - printer | 15% | Full Catalog | % | |
| | | 169) Cloud Sorage and Services (such as Azure, Amazon, Wasabi, etc.) | 0% | Full Catalog | % | |
| | | 170) Complex warranties | 5% | Full Catalog | % | |
| | | 171) Desktop Accessories | 5% | Full Catalog | % | |
| | | 172) Display Accessories | 5% | Full Catalog | % | |
| | | 173) Electronic Services | 5% | Full Catalog | % | |
| | | 174) Handheld Accessories | 5% | Full Catalog | % | |
| | | 175) Imaging Accessories | 5% | Full Catalog | % | |
| | | 176) Imaging - Camcorders | 15% | Full Catalog | % | |
| | | 177) Imaging - Digital Cameras | 15% | Full Catalog | % | |
| | | 178) Intrenal Lab Service | 0% | Full Catalog | % | |

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|---|---|---|---|---|---|---|
| | | 179) Lab fees | 0% | Full Catalog | % | |
| | | 180) Managed Services | 0% | Full Catalog | % | |
| | | 181) Miscellaneous solutions | 0% | Full Catalog | % | |
| | | 182) Mounting hardware for vehicles | 5% | Full Catalog | % | |
| | | 183) Networking Warranties | 5% | Full Catalog | % | |
| | | 184) Notebook Accessories | 5% | Full Catalog | % | |
| | | 185) Notebook Batteries | 5% | Full Catalog | % | |
| | | 186) PC Lab order services | 0% | Full Catalog | % | |
| | | 187) POS Accessories | 5% | Full Catalog | % | |
| | | 188) POS Displays | 3% | Full Catalog | % | |
| | | 189) Power Accessories | 5% | Full Catalog | % | |
| | | 190) Power Surge Protection | 5% | Full Catalog | % | |
| | | 191) Power UPS | 5% | Full Catalog | % | |
| | | 192) Server Accessories | 5% | Full Catalog | % | |
| | | 193) Service Charge | 0% | Full Catalog | % | |
| | | 194) System Components | 5% | Full Catalog | % | |
| | | 195) Training Courses | 0% | Full Catalog | % | |
| | | 196) Training Reference Manuals | 0% | Full Catalog | % | |
| | | 197) Warranties - Electronic | 5% | Full Catalog | % | |
| | | 198) iPAD / Tablet Stylus | 5% | Full Catalog | % | |
| | | 199) Mouse / Wrist Pads | 5% | Full Catalog | % | |
| | | 200) Security Locks and Hardware | 5% | Full Catalog | % | |
| | | 201) Tools | 0% | Full Catalog | % | |
| | | 203) Document Scanner Accessories | 5% | Full Catalog | % | |
| | | 204) Flatbed Scanners | 5% | Full Catalog | % | |
| | | 205) Mobile Scanners | 5% | Full Catalog | % | |
| | | 206) Network Scanners | 5% | Full Catalog | % | |
| | | 207) Sheetfed Scanners | 5% | Full Catalog | % | |
| | | 208) Wide Format Scanners | 5% | Full Catalog | % | |
| | | 209) Workgroup / Department Scanner | 5% | Full Catalog | % | |

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| | | | | | | |
|---|---|---|---|---|---|---|
| | | 210) Build to Order Desktops | 3% | Full Catalog | % | |
| | | 211) Nettop | 3% | Full Catalog | % | |
| | | 212) Point of Sale | 3% | Full Catalog | % | |
| | | 213) Ultra Small Form Factor | 3% | Full Catalog | % | |
| | | 214) Apple / Mac Memory Upgrades | 5% | Full Catalog | % | |
| | | 215) Chips / SIMMs/SIPPs / ROMs | 5% | Full Catalog | % | |
| | | 216) Computer Cases | 5% | Full Catalog | % | |
| | | 217) CPUs / Fans | 5% | Full Catalog | % | |
| | | 218) Membory Accessories | 5% | Full Catalog | % | |
| | | 219) Motherboards / Chassis | 3% | Full Catalog | % | |
| | | 220) 1 - 2 port Serial Boards | 3% | Full Catalog | % | |
| | | 221) 3+ port Serial Boards | 3% | Full Catalog | % | |
| | | 222) Console Server | 3% | Full Catalog | % | |
| | | 223) Device Server | 3% | Full Catalog | % | |
| | | 224) Terminal Server | 3% | Full Catalog | % | |
| | | 225) Content Management | 0% | Full Catalog | % | |
| | | 226) Firewall / VPN Applicances | 5% | Full Catalog | % | |
| | | 227) Multifunction Security Appliances | 5% | Full Catalog | % | |
| | | 228) Network Camera Accessories | 5% | Full Catalog | % | |
| | | 229) Network Cameras | 15% | Full Catalog | % | |
| | | 230) Physical/Environmental Security | 0% | Full Catalog | % | |
| | | 231) Security Applicance Accessories | 5% | Full Catalog | % | |
| | | 232) Security Tokens | 4% | Full Catalog | % | |
| | | 233) Unified Threat Management | 4% | Full Catalog | % | |
| | | 234) 2-way Radios / Walkie Talkies | 5% | Full Catalog | % | |
| | | 235) Apple Notebooks | 3% | Full Catalog | % | |
| | | 236) Convertible PCs / Slate PCs / iPAD | 3% | Full Catalog | % | |
| | | 237) iPAD | 3% | Full Catalog | % | |
| | | 238) Slate Tablet Computers | 3% | Full Catalog | % | |

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| | | | | | | |
|---|---|---|---|---|---|---|
| | | 239) GPS / PDA | 3% | Full Catalog | % | |
| | | 240) Wireless Communication Devices | 5% | Full Catalog | % | |
| | | 241) Batteries | 5% | Full Catalog | % | |
| | | 242) Power Supplies / Adapters | 5% | Full Catalog | % | |
| | | 243) Rackmountain Equipment | 5% | Full Catalog | % | |
| | | 244) Remote Power Management | 5% | Full Catalog | % | |
| | | 245) Surge Suppressors | 5% | Full Catalog | % | |
| | | 246) UPS / Battery Backup | 5% | Full Catalog | % | |
| | | 247) 14" & smaller LCD Display | 3% | Full Catalog | % | |
| | | 248) 15-19" LCD Display | 3% | Full Catalog | % | |
| | | 249) 15-19" Wide LCD Display | 3% | Full Catalog | % | |
| | | 250) 15-19" Wide LED Display | 3% | Full Catalog | % | |
| | | 251) 20-30" LCD Display | 3% | Full Catalog | % | |
| | | 252) 20-30" Wide LCD Display | 3% | Full Catalog | % | |
| | | 253) 20-30" Wide LED Display | 3% | Full Catalog | % | |
| | | 254) PCoIP and Zero Client Displays | 3% | Full Catalog | % | |
| | | 255) Arm Mounts | 5% | Full Catalog | % | |
| | | 256) Ceiling Mounts | 5% | Full Catalog | % | |
| | | 257) Combo Mounts | 5% | Full Catalog | % | |
| | | 258) Desktop Stands / Risers | 5% | Full Catalog | % | |
| | | 259) Flat Wlal Mounts | 5% | Full Catalog | % | |
| | | 260) Mount Accessories | 5% | Full Catalog | % | |
| | | 261) Pole Display | 3% | Full Catalog | % | |
| | | 262) Stands / Carts / Feet | 5% | Full Catalog | % | |
| | | 263) Tilt Wall Mounts | 5% | Full Catalog | % | |
| | | 264) C-Cure Products | 4% | Full Catalog | % | |
| | | 265) Istar Products | 5% | Full Catalog | % | |
| | | 266) Information Technology/Educational Furniture | 5% | Full Catalog | % | |

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| | | SERVICE | STANDARD HOURLY RATE | DISCOUNT FROM STANDARD RATE | |
|---|---|---|---|---|---|
| | | **Hourly rates are for SHI and current approved partner-performed services for standard engagements. Highly skilled projects and new partners may carry higher rates.** | | | |
| 11.00 | Group 11 - Services | 267) Data / Mobility Architect Consultant | $325.00 | 0% | Per SOW |
| | | 268) Design and Analysis | $325.00 | 0% | Per SOW |
| | | 269) Cable Technician | $115.00 | 0% | Per SOW |
| | | 270) Configuration | $325.00 | 0% | Per SOW |
| | | 271) Engineer | $225.00 | 0% | Per SOW |
| | | 272) Implementation | $225.00 | 0% | Per SOW |
| | | 273) Installation | $225.00 | 0% | Per SOW |
| | | 274) Project Coordinator | $85.00 | 0% | Per SOW |
| | | 275) Project Manager | $185.00 | 0% | Per SOW |
| | | 276) Technician | $90.00 | 0% | Per SOW |
| | | 277) Training | $225.00 | 0% | Per SOW |
| | | 278) Maintenance & Support | $225.00 | 0% | Per SOW |
| | | 279) Solution Architect / Consultant | $275.00 | 0% | Per SOW |
| | | 280) Staff Augmentation Services and Support | $50-$500 | 0% | Per SOW |

| | | Product / Group | Proposed Discount | Manufacturer Name |
|---|---|---|---|---|
| 12.00 | Group 12 - Additional Products/Services Not Identified | All Other- future or unnamed categories | 0% | Full Catalog |
| | | Dell Apex FOB | 0% | |
| | | | | |

**Cloud EULA URL's**

Amazon Web Services (AWS) https://aws.amazon.com/agreement/

Google Cloud Platform (GCP) https://cloud.google.com/terms

Microsoft Azure: https://azure.microsoft.com/en-us/support/legal/

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# 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.

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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.RS.§ 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.RS. § 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 2748 of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.RS. § 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.RS. § 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

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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.RS. § 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.

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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.

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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.RS.§ 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

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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 perfonnance 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 perfonnance 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 infonnation of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the perfonnance 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.RS. § 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 infonnation 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.

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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 becalculated 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 OMNIA Parterns 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 ONMIA Partners 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.

    City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

    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

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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 OMNIA Partners, OMNIA Partners 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)

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person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

**47.** **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS duringthe Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City aresubcontracted to third parties.

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# EXHIBIT D
# SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

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## SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. **DEFAULT.**

1.1. A party will be in default of the Agreement 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.

1.2. 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.

1.3. Notice and Opportunity to Cure. In the event a party is in default then the other party will 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, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the 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. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

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, demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

Agreed ■ NA ☐ Exception:

2. **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:

2.1. 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.

2.2. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include 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.

2.3. 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.

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

Agreed ■ NA ☐ Exception:

3. **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.

Agreed ■ NA ☐ Exception:

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## SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

4. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

   Agreed ■ NA ☐ Exception:

5. **NONDISCRIMINATION.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, 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, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and any other applicable non-discrimination laws and rules.

   Agreed ■ NA ☐ Exception:

6. **DAVIS-BACON ACT. For** all prime construction contracts in excess of $2,000, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

   Agreed ■ NA ☐ Exception:

7. **COPELAND "ANTI-KICKBACK" ACT.**

   7.1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   7.2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   7.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

   Agreed ■ NA ☐ Exception:

8. **CONTRACT WORK AND SAFETY STANDARDS ACT.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts in excess of $100,000 that involve the employment of mechanics or laborers each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

   8.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   8.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

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violation of the clause set forth in this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

8.3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

8.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Agreed ■ NA ☐ Exception:

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontracts, the City and the Contractor shall comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued.

Agreed ■ NA ☐ Exception:

10. **CLEAN AIR ACT.** The contractor agrees to:

10.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.

10.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000.

Agreed ■ NA ☐ Exception:

11. **FEDERAL WATER POLLUTION CONTROL ACT.**

11.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.

11.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Agreed ■ NA ☐ Exception:

12. **DEBARMENT.** 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 an award of the Solicitation. Debarment status will be verified using the federal System for Award Management (SAM).

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## SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

Agreed ■ NA ☐ Exception:

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

    Agreed ■ NA ☐ Exception:

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

    Agreed ■ NA ☐ Exception:

15. **ENERGY POLICY AND CONSERVATION ACT.** Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

    Agreed ■ NA ☐ Exception:

16. **BUY AMERICA.** The Buy America requirements apply to construction contracts and acquisitions for goods or rolling stock valued at more than $100,000. The Contractor agrees to comply with 49 U.S.C. §5323(j) and its implementing regulations at 49 CFR Part 661, any amendments thereto and any implementing guidance issued by the FTA.

    Agreed ■ NA ☐ Exception:

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

    Agreed ■ NA ☐ Exception:

18. **SOLID WASTE DISPOSAL ACT.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

    Agreed ■ NA ☐ Exception:

19. **BYRD ANTI-LOBBYING AMENDMENT**. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered.

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

    19.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

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agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

19.3. This certification shall be included in all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Please check the appropriate box:

■ No funds have been used or are planned to be used for lobbying in connection with this contract, or

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

Agreed ■ NA ☐ Exception:

**Offeror agrees to comply with the requirements in these Terms and Conditions as well as all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Company Name: SHI International Corp.

Phone Number: _____ email address: Contracts@shi.com

Printed Name and Title of Authorized Representative: Kristina Mann Sr. Manager - Contracts, Legal

Signature of Authorized Representative: DocuSigned by: Kristina Mann EA418E789F09404... Date: 12/20/2023

# VENDOR INFORMATION FORM

Company Legal/Corporate Name: SHI International Corp.

Doing Business As (if different than above): N/A

Address: 290 Davidson Ave.

City: Somerset State: New Jersey Zip: 08873

Phone: 888-764-8888 Fax: 888-764-8889

E-Mail Address: Victoria_Lewkowitz@shi.com Website: www.shi.com

DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

UNIQUE ENTITY ID # (generated by SAM.gov): CEFCD41CLDJ8

Tax Identification Number (TIN): 2 2 - 3 0 0 9 6 4 8

Remit to Address (if different than above):

Address: PO Box 952121

City: Dallas

State: Texas Zip: 75395-2121

Order from Address (if different from above):

Address: same as above

City:

State: Zip:

Contact for Questions about this bid:

Name: Amelia Jakubczyk Title: Director, SLED Contract Capture and Development

Phone: 303-882-8012 E-Mail Address: amelia_jakubczyk@shi.com

Day-to-Day Project Contact (if awarded):

Name: Victoria Lewkowitz Title: Account Executive

Phone: 650-483-9333 E-Mail Address: victoria_lewkowitz@shi.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☑ Respondent is located outside Arizona but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number: 07-603089-C
City Sales Tax Number: 07-603089-C City of: Mesa AZ
Applicable Tax Rate: 8.3 %

☐ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: _____ %

# EXCEPTIONS & CONFIDENTIAL INFORMATION FORM

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 the 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 Response:**

Please see proposed exceptions starting on page 125.

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.

**SHI Response:**

The below information is considered confidential:

Contract data on page 121

SHI's Dun & Bradstreet report following our proposed exceptions.

# GENERAL QUESTIONNAIRE FORM

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. Compliance with Insurance Requirements. The City of Mesa may or may not require the Contractor to provide the City with a Certificate of Insurance (COI). If a COI is not required, Respondent still agrees and will comply with all insurance requirements as described in the Draft Agreement (Exhibit 1) and agrees to obtain and retain required insurance throughout the term and any renewal/extension of the Agreement. [Yes] No

3. Delivery. Delivery, as stated in Detailed Specifications, can be met. [Yes] No
If no, specify number of days for delivery _____

4. Payment Terms. Payment Due (Not less than Net 30 days): Net 30

Payment Discount of 0 % if invoices are paid within 0 days of receipt.

5. Credit Card/Procurement Card. In response to this solicitation/contract, does Respondent allow payment of invoices using a credit card (Procurement Card)? Refer to Draft Agreement, Terms & Conditions, Section 5.6, Payment of Funds.

[Yes] No (Marking a "no" answer will not disqualify your Response.)

Will you offer a discount for use of Credit Card/Procurement Card Purchases?
Yes_____% [No] (Marking a "no" answer will not disqualify your Response.)

Will you impose a processing fee for the use of Credit Card/Procurement Card Purchases?
Yes_____ % [No] (Marking a "no" answer will not disqualify your Response.)

6. 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.

7. 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 https://vendor.mesaaz.gov/ in 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: _____

☐ 14) Consular ID Card.

Country: _____ Expiration Date: _____

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 | SHI International Corp.<br>Business/Company Name |
| Maya Lynch<br>Print Name | Verification of Attachment by City Staff: |
| 12/20/2023<br>Date | Signature Date |

| Item Description | Specification | Item Number | Unit of Measure | % Off Catalog Discount (As identifed on National Pricing Tab) | SHI Advertised Price | Extended Price (Advertised Price - % Off Catalog) |
|---|---|---|---|---|---|---|
| Dell OptiPlex Micro 7010 | Core i5 13500T / 1.6 GHz, vPro Enterprise, RAM 16 GB, SSD 256 GB, NVMe, Class 35 | CT66J | EA | 3.00% | $ 781.00 | $ 757.57 |
| Dell Latitude 5340 | 1335U/1.3 GHz, Win 11 Pro, Intel Iris Xe Graphics, 16 GB RAM, 256 GB SSD NVMe, Class 35 | GVH6J | EA | 3.00% | $ 1,311.00 | $ 1,271.67 |
| Dell Latitude 5540 | 1335U/1.3 GHz, Win 11 Pro, Intel Iris Xe Graphics, 16GB RAM, 256 GB SSD NVMe, Class 35 | 8GHCF | EA | 3.00% | $ 1,168.00 | $ 1,132.96 |
| Dell 492-BCBK | Power adapter, 90 Watt, for Dell Latitude 3400, 3500, 5289 2-In-1, 5300, 5300 2-in-1, 5310, 5310 2-in-1, 5400, 5401, 5410, 5411, 5500, 5501, 5510, 5511, 7300, 7310, 7389 2-in-1, 7390 2-in-1, 7400, 7400 2-in-1, 7410, 7410 2-in-1, 9410 2-in-1, 9510; Precision 3540, 3541, 3550, 5550, 5750; Dell XPS 15 9500, 17 9700 | 492-BCBK | EA | 5.00% | $ 74.00 | $ 70.30 |
| Apple MacBook Pro - M2 Pro | M2 Pro 19-core GPU, 16 GB RAM, 512 GB SSD, 16.2" 3456 x 2234 @ 120 Hz, 802.11a/b/g/n/ac/ax (Wi-Fi 6E), Bluetooth | MNW83LL/A | EA | 3.00% | $ 2,368.00 | $ 2,296.96 |
| Apple 12.9-inch iPad Pro Wi-Fi + Cellular | 6th generation, tablet, 128 GB, 12.9" IPS (2732 x 2048), 3G, 4G, 5G | MP5X3LL/A | EA | 3.00% | $ 1,273.00 | $ 1,234.81 |
| Samsung Galaxy Tab E - Tablet | Android 6.0 (Marshmallow) - 16GB - 8" - 4G | SM-T377VZKAVZW | EA | 3.00% | $ 182.00 | $ 176.54 |
| Logitech MK270 Wireless Keyboard and Mouse set | Keyboard and mouse set, wireless, 2.4 GHz, English | 920-004536 | EA | 5.00% | $ 29.00 | $ 27.55 |
| Logitech ERGO M575 - Trackball | Wireless,2.4 GHz, Bluetooth 5.0 LE, USB wireless receiver, graphite | 910-005869 | EA | 5.00% | $ 57.00 | $ 54.15 |
| Apple Pencil 2nd Generation | Stylus for tablet, for 10.9-inch iPad Air (4th generation); 11-inch iPad Pro (1st generation, 2nd generation); 12.9-inch iPad Pro (3rd generation, 4th generation) | MU8F2AM/A | EA | 5.00% | $ 124.00 | $ 117.80 |
| HP 27ER 27 Inch Display | | 1F2J9AA#ABA | EA | 3.00% | $ 207.20 | $ 200.98 |
| Dell P2422H - LED monitor | 24", 1920 x 1080 Full HD (1080p) @ 60 Hz, IPS, 250 cd/m², 1000:1 | DELL-P2422H | EA | 3.00% | $ 217.00 | $ 210.49 |
| Kingston DDR4-32 | 32 GB - DIMM 288-pin | KTH-PL424/32G | EA | 0.00% | EOL | $ |
| Cisco DDR3L | 32 GB- LRDIMM 240-pin | UCS-ML-1X324RY-A | EA | 5.00% | $ 603.78 | $ 573.59 |
| Seagate Video | 3.5 HDD ST4000VM000 4TB | ST40000VM000 | EA | 5.00% | $ 112.00 | $ 106.40 |
| Dell PowerVault | RD1000 RDX USB external | RD1000 | EA | 5.00% | $ 340.00 | $ 323.00 |
| SanDisk Cruzer Blade | USB flash drive 8 GB | SDCZ50-008G-B35 | EA | 0.00% | N/A | $ |
| Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray | C5 C5G124-24P2 Switch 24 ports Managed | N7K-C7010= | EA | 5.00% | $ 28,604.00 | $ 27,173.80 |
| Juniper EX4200 24F - Switch - Managed | | EX4200-24F-TAA | EA | 0.00% | N/A | $ |
| Ruckus ZoneFlex R600 - Wireless Access Point | | 901-R600-US00 | EA | 5.00% | $ 963.00 | $ 914.85 |
| OpenScape Desk Phone CP700X | | L30250-F600-C439 | EA | 0.00% | EOL | $ |
| Mediatrix G7 1 PRI Gateway | | M350K60000MX00002000 | EA | 0.00% | EOL | $ |
| APC Smart-UPS 5000VA Tower/Rack-mountable UPS | | SUA5000RMT5U | EA | 5.00% | $ 5,312.00 | $ 5,046.40 |
| APC 1500VA 2U 120V Smart-UPS with Network Card | | SMT1500RM2UCNC | EA | 5.00% | $ 1,544.00 | $ 1,466.80 |
| | | | | | **Total Price** | **$ 43,156.63** |

DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Proposer Name: SHI International Corp.

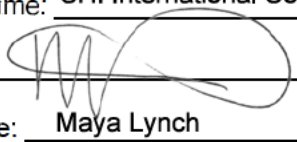
# RESPONDENT CERTIFICATION FORM (OFFER AND ACCEPTANCE)

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

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

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: SHI International Corp.

Signature: 

Printed Name: Maya Lynch

Title: Proposal Specialist

Date: 12/20/2023

# SHI Response to
# The City of Mesa/ OMNIA

## 2024056 Information Technology Solutions Products and Services

December 21, 2023

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

December 21, 2023

Ted Stallings
City of Mesa
480-644-2815
Ted.Stallings@MesaAZ.Gov

Dear Ted Stallings,

The City of Mesa is crucial in strengthening our educational institutions, enhancing government infrastructure, and bolstering critical services for our community. As a trusted partner for the past five years, and recipient of the 2023 OMNIA Public Sector Supplier of the Year award, SHI stands as one of the most seasoned and accomplished technology advisors in the public sector today. With rich experience spanning over 30 years and an impressive revenue of $14 billion, SHI has an in-depth understanding of the intricate and evolving technological needs faced by large municipalities such as the City of Mesa.

During the last five years of the existing contract, we have successfully assisted in the digital transformation of infrastructure for over 4,000 unique government entities, leading to increased efficiency and enhanced constituent experiences. In 2023, our industry-leading public sector vertical contributed to nearly $500 million in sales to our existing City of Mesa/OMNIA Partners contract.

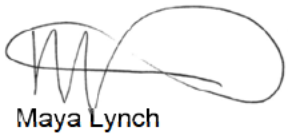
Beyond monetary gains, our culture is deeply rooted in customer satisfaction and long-term shared successes. This is reflected in the fact that over 97 percent of our success originates from existing customers, including the City of Mesa. Our extensive vendor relationships and contracting vehicles enable us to provide bespoke solutions tailored to specific needs and constraints.

Our continued growth has allowed us to expand our offerings and service capabilities, ensuring we deliver cutting-edge, high-value IT solutions to the public sector. Whether cloud migration, security hardening, infrastructure optimization, or application modernization, SHI's team of experts, backed by proven experience and robust partnerships, are equipped to execute projects of any scale and complexity while maximizing the value of taxpayer dollars. At SHI, we remain committed to leveraging technology for the greater public good.

We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract and supporting City of Mesa/OMNIA members with the latest technology, cost savings, technical expertise, and compliant procurement. We appreciate the opportunity to participate in your RFP, 2024056 Information Technology Solutions Products and Services. We believe our proposal illustrates why we are best qualified to meet the needs of the City/OMNIA, providing evidence of our ability to deliver the highest quality solutions at the best possible cost. Should you have any questions regarding our response, or if you require additional information, please contact me at Maya_Lynch@shi.com or 732-754-1554 or your SHI Account Executive, Victoria Lewkowitz at Victoria_Lewkowitz@shi.com or 650-483-9333. Thank you for your consideration, and I look forward to sharing with you all SHI has to offer.

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

Respectfully,



Maya Lynch
Proposal Specialist
SHI International Corp.

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# TAB B – Other Forms

Please see completed forms on following pages.

# W-9 Form

Please see SHI's W9 on following pages.

# TAB C – PROPOSAL QUESTIONNAIRE(S)

## Attachment C

## Minimums Qualification

The following requirement(s) have been identified as minimums for this procurement. A "No" response to any of the following question(s) (**1**) may be deemed non-responsive and the firm will be removed from the evaluation process.?

Explanation

The contractor shall provide an explanation to each question/specification, and it is your firm's responsibility to ensure that your explanation supports the chosen response (Yes, No). The City reserves the right to correct any Contractor selected response based on Contractor's explanation to each question/specification. Proposers will be scored on selected response (yes or no) and explanations given.

| | | ***Complies*** | | ***Explanations*** |
|---|---|---|---|---|
| 1. | Contractor shall have been in the business of providing the products and services described in this RFP for at least two (2). | Yes<br>No | ☒<br>☐ | Response: |

**Firms Qualifications and General Information**

| | **Question** | Response |
|---|---|---|
| 1. | Brief history and description of Supplier to include experience providing similar products and services. | Empowering Transformation Through Technology Since 1989: Introducing SHI International<br><br>Since launching out of a small New Jersey office in 1989, SHI International Corp. (SHI) has matured into a global force of technology enablement. Founded by current President and CEO Thai Lee and Leo Koguan, SHI began as a nimble regional software reseller. Now as the largest minority woman owned business in the United States, SHI offers over 6,000 specialists worldwide helping empower digital change within over 17,000 organizations.<br><br>As a privately owned company, SHI has achieved steady year-on-year growth organically, extending our worldwide presence and comprehensive capabilities while maintaining our approachable appeal. Even with significant operations now spread across the U.S., Europe, and beyond, SHI continues to provide friendly customer service reminiscent of our small business roots. |

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| | | We have proudly served our public sector customers since 1994. As we reinvest in and grow our staff, we have developed teams dedicated specifically to our public sector customers who have real life experience serving government, K-12, higher education, and healthcare entities. Our goal is to provide our public sectors customers with the technology solutions to solve tomorrow's problems, so that they can best serve their communities.<br><br>**"Delivering exceptional value and experience."**<br><br>Our mission statement, established by SHI three decades ago, remains the guiding principle behind everyday decisions, both major and minor. Our commitment remains unwavering, from addressing current requirements to designing future innovations.<br><br>SHI offers dependable scalability and approachable service, honed over 30 years of adapting to evolving technologies and understanding long-term customer needs. |
| 2. | Total number and location of salespersons employed by Supplier. | SHI is a global company and employs over 1500 salespeople. Within our Public Sector Sales organization, we employ over 250 salespeople.<br><br>Please see Tab D- Proposal Questionnaire Exhibit(s) for additional information. |
| 3. | Number and location of support centers (if applicable) and location of corporate office. | From its headquarters in Somerset, New Jersey, SHI has steadily extended its infrastructure over three decades to empower organizations worldwide. Now operating in over 30 offices across North and South America, Europe, Asia, and Australia, SHI's global scale delivers robust capabilities directly to clients' backyards.<br><br>For SHI, worldwide reach is about more than footprint - it enables deeper, lasting regional relationships. Each new global location allows SHI to understand better and proactively serve customer and partner needs locally, backed by the knowledge and resources of an industry leader.<br><br>As a privately held company free of debt, SHI invests yearly in improving offerings and support. By fostering long-term partnerships versus transactional deals, SHI ensures mutual success as client needs to evolve.<br><br>Today, over 6,000 experts worldwide stand ready to architect and seamlessly deliver customized technology solutions to overcome modern IT obstacles and unlock future possibilities. |

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| | | Please see Tab D- Proposal Questionnaire Exhibits(s) for additional information. | | |
| 4. | Describe any debarment or suspension actions taken against supplier | To the best of SHI's knowledge, there are no debarment or suspension actions taken against us. | | |
| 5. | Is your firm in the process of being sold. | Yes<br>No | ☐<br>x | If yes, please explain: N/A |
| 6. | List three (3) government agencies references for an equivalent products and services contained in this Request for Proposal.<br>References should be current customers and verifiable and should be able to comment on the Offeror's related experience.<br>**A government agency is defined as Federal, State, County, City/Town, State/Local University/College, and School Districts.** | | | |
| | • Name of agency/firm<br>• Contact person(s) with direct knowledge of the proposed solution and services provided.<br>• Phone number<br>• E-mail address<br>• Products and Services provided<br>• Length of business relationship (time) | **Response Below** | | |
| | Reference #1: | Robert Aboulafia<br>Associate Commissioner/Procurement & Vendor Management<br>New York City Office of Technology & Innovation<br>(718) 403-8677<br>raboulafia@oti.nyc.gov<br>Software, Hardware, Cloud & Services<br>Doing business with SHI for 20 years | | |
| | Reference #2: | Mesa Unified School District<br>Stacy Hobby, Buyer for Technology<br>480-472-0141<br>sdhobby@mpsaz.org | | |

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| | Products and Services provided: Software / Hardware<br>Length of business relationship (time) 7+ years |
| Reference #3: | Maricopa County, Procurement Services<br>Brian Walsh, Senior Procurement Officer<br>602-506-3243<br>brian.walsh@maricopa.gov<br>Software, Hardware, Professional Services<br>Doing business with SHI for 10+ years |
| NOTE:<br>• References listed will not be held confidential and the City will not honor Respondent's request to keep the information confidential.<br>• Initial evaluation - Respondents will be evaluated based on the information requested and provided by references.<br>• The City reserves the right, but does not have the obligation, to contact any or all the provided references. Proposers are encouraged to provide detailed information about each reference in the Response Questionnaire as the City may not directly contact a reference and, instead, use the information provided about a reference in the Response for evaluation.<br>• The City reserves the right to contact additional clients or persons for references. | |
| 7. Describe how supplier differentiates itself from its competitors. | At SHI, we understand that navigating through the complexities of a Fortune 500-sized business involves making countless decisions daily. From pricing strategies to logistics planning and technological advancements, these decisions need to be made promptly and effectively in an increasingly competitive market. However, it's crucial to understand that our strength doesn't solely lie in the hands of our C-level executives. The true power of our organization is in the hands of our thousands of dedicated employees who directly interact with and address our customers' inquiries via phone or email. |

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| | Our employees at SHI are not just decision-makers; they are problem-solvers who have the unique advantage of making every decision, no matter how big or small, based on a fundamental question: what is the right thing to do for the customer? This customer-centric approach is what sets us apart in the market. It's not just about making the sale; it's about doing what's best for our customers. This is our competitive advantage and the essence of our corporate culture at SHI.<br><br>For nearly 34 years, SHI has remained a privately-owned company, boasting annual revenues of $14 billion. Despite our impressive financial standing, Wall Street analysts view us as a vaguely interesting competitor to one of our publicly traded counterparts. However, the absence of public shareholders, revenue projections, and quarterly targets allows us to focus solely on serving our customers. We don't change management or reduce headcount to artificially enhance our stock appeal. We do not offer stock options and have maintained the same CEO since 1989.<br><br>Every decision made at each level within SHI is based on one crucial consideration: how will this impact our long-term relationship with our most important stakeholder - our customers. |

**Firms Method and Approach**

| | Question | Response |
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| 1. | Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.). | We offer our complete catalog of products and services in response to this RFP. Providing a vendor-neutral approach helps customers find the right technology that meets every specific requirement of their IT environment. One of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services for each unique customer.<br><br>In fact, SHI's current catalog includes options from over 15,000 hardware, software, and other product partners. SHI can sell thousands of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.<br><br>In addition, SHI provides the City of Mesa with full IT solutions, from commodity software and hardware to complete, end-to-end data center solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and your end-users will benefit from our |

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| | experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem.<br><br>Over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' evolving needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Advanced Solutions Group to include solution-based support. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. Their goal is to address the City of Mesa needs, help you acquire the right technology, and facilitate adoption of that technology into your own unique environment. Our Advanced Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for your specific environment. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units.<br><br>Not only does SHI curate a vast selection of technology solutions from market leading and emerging partners, but we also have developed our own tools and services to help customers manage and optimize the effectiveness of what they use. Our SHI One platform provides a single pane of glass to customers for visibility to their SHI-delivered services, self-service ability to check on their public clouds, manage IT assets, and browse and request access to our interactive labs.<br><br>We built SHI One based on feedback from our customers. They frequently struggle with a lack of meaningful visibility, a lack of in-house expertise and time, and a lack of a modernized cloud operating model. SHI One helps them shore this up as a value add for simply being our customer. This tool makes it that much easier for our customers to modernize in the cloud era, while also managing their on-premises investments well.<br><br>A very common issue facing our customers today is around ensuring that their systems are secure from cyber threat actors. Bringing effective cybersecurity patterns and practices along with services and products not only protects systems and data from threats to their availability, but it also ensures the privacy of the sensitive data they |

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| | possess. SHI has a full catalog of assessment, selection, implementation, and management services available to our customers. Our dedicated cybersecurity team has extensive experience in commercial as well as public sector environments. The lessons learned in this experience inform our engagements in the ever-evolving threat landscape.<br><br>Our IT Asset Management team helps customers identify software and hardware assets they have so they can effectively plan and budget for upcoming demands. We help customers weed out unwanted costs, while also improving utilization and governance. A great example of this is our Optimized License Position service. We have helped reduce hundreds of thousands of dollars in excess spend in multiple customer environments. This reduced license expenses as well as audit and compliance risks, further limiting the burden our customers face in managing their IT estate.<br><br>As customers find themselves struggling to increase staff at times when they need more talent but only for a fixed amount of time, we offer staff augmentation services across the spectrum of IT specializations. This gives our customers the ability to have their staff scale up and down as demands increase and subside.<br><br>We also provide project-based services in fixed fee and on custom statements of work (SOW). This allows us to meet our customers' needs in the ways that cater to their unique requirements. We find this flexibility to be essential when serving the interest of public sector agencies.<br><br>When it comes to sustainability, SHI can provide and implement several solutions for your organization, including:<br><br>**Asset Recovery:** We pick up your old equipment, take inventory of what's still usable and report our findings to you.<br><br>**E-Waste Recycling:** We hold multiple recycling events around the nation so you can quickly and properly dispose of unwanted devices.<br><br>**Hardware Remarket:** We put your hardware back on the market if you cannot or choose not to reuse it.<br><br>**Asset Disposal:** We work with partners worldwide to ensure your old hardware is recycled correctly. |

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| | | **Hardware Redeployment:** We determine if your equipment is eligible for reuse and keep stock in our warehouse that you can redeploy at any time.<br><br>**IT Asset Management:** We measure, manage, and optimize software and cloud consumption impacts to enable customers to reduce their environmental impact and waste.<br><br>**Finance and Leasing:** We offer financing and leasing opportunities with industry-leading partners, enabling customers to ethically offset their carbon emissions.<br><br>**Cloud and Data Center Solutions:** We have the expertise and people to help our customers migrate, optimize, modernize, and manage your cloud.<br><br>Our purpose is to provide the best overall value to the City of Mesa, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.<br><br>Please see Tab D- Proposal Questionnaire Exhibit(s) for additional information. |
| 2. | Please describe any local diversity program(s) or partnership your firm currently have in place.<br><br>Response should also include the following:<br>• Please define qualifications for small business/diversity program or partnership.<br>• Does your firm have a mentoring program that supports your local partnerships? If, yes, please provide the details of your mentoring program.<br>• Any required certifications | In 2004, SHI launched an executive initiative to increase SHI International Corp's presence in the minority business community and established a Diversity Business Development Program. Our Director of Global Supplier Diversity along with the Global Diversity team was created to meet our customers' expectations for SHI's participation in their MWBE development and 2nd Tier programs. SHI is the only MWBE that maintains a fully staffed team dedicated to supplier diversity matters for our clients and vendor partners.<br><br>Often viewed as the foundation of our success, diverse suppliers play a crucial role in SHI's mission and philosophy. Assisting SHI in sourcing products and services consciously and effectively, while also helping to maintain profitability and customer growth. |

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| • Number of States and Cities currently available?<br>• Plan to expand to other States and Cities. | Our team manages and distributes just over 375 diversity spend reports to our clients today. SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network, meeting our internal operational requirements alongside assisting our clients to meet their specific governmental, educational, and corporate diversity goals. Also, SHI sponsors and supports over 50 supplier diversity-related events annually, including 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.<br><br>SHI's Diversity Team seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As a minority-owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. We also maintain an internal supplier diversity program and seek to engage MBE and WBE suppliers to meet our product requirements and operational needs. Our Diversity Team brings broader, fresh ideas and new perspectives to the table for the good of everyone.<br><br>SHI has an active program to recruit minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses as "Go-To" partners for both SHI internal services and Client Services requests. This program's success is coupled with an executed Partner Teaming Agreement with minorities, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. We take pride in mentoring these groups, championing their growth, and promoting their services both internally and among other SHI customers. As a testament to our efforts, several of these businesses have successfully integrated into the SHI customer base through our referrals.<br><br>The growth, development, and mentoring of minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses is a commitment SHI regards as crucial to our significant client's continued success. Capturing and retaining our clients' loyalty that value diversity spend is an integral part of our professional services strategy and mutual benefit. As a Large MWBE, we continue to grow an effective Tier II program by |

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| | accessing our Services Partner database utilizing qualified certified minority, women, veteran, and disabled/small disadvantaged/HUB Zone-owned businesses complements our major clients' overall supplier diversity program today.<br><br>SHI plays a key role as a primary vendor or Tier I supplier to many of our major business segment clients today. We provide Tier I quarterly reports to 375 clients today. By customer request, we also offer Tier II reporting where the totals reflect a direct link to our customer procuring professional services through a subcontract arrangement that is directly tied to the client's performed service.<br><br>SHI understands there is value along with a continued commitment on your organization's part to help increase your Tier II spend with minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. In support of this commitment, SHI International collaborates with these diverse businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.<br><br>Whether positioned as a prime supplier or a minority / woman-owned supplier, SHI International Corp. provides the same great level of outstanding products, services, and first-class support to our customers. SHI has successfully launched and is committed to growing its diverse business development initiative. We have paired with our Partner Network team to fully engage minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses.<br><br>SHI is always open to expanding our diversity outreach nationally and globally. Below is a list of our current national diversity certifications:<br>• WBENC- National Women's Business Enterprise Certification<br>• NMSDC- National Minority Supplier Development Council Certification<br>• City of Charlotte M/WBE Certification<br>• City of Philadelphia M/WBE Certification<br>• MMSDC- Michigan Minority Supplier Development Council Certification<br>• North Carolina HUB Certification |

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| | | • NYC Small Business Services M/WBE Certification<br>• Port Authority of NY and NJ MWBE Certification<br>• Prince George County MWBE Certification<br>• State of Delaware MWBE Certification<br>• State of Massachusetts SDO Certification<br>• State of Missouri M/WBE Certification<br>• State of New Jersey M/WBE Certification<br>• State of Tennessee MBE Certification<br>• State of Wisconsin MBE Certification<br>• Commonwealth of Virgina SWAM Certification<br>• State of Texas Certified HUB Vendor<br>• CAMSC (Canada)<br>Please see Tab D- Proposal Questionnaire Exhibit(s) for more details. |
| 3. | Please provide a statement regarding any sustainable, environmental, or socially responsive initiatives or practices your firm or suppliers have engaged in. This can be related to the specific products and/or services contained in this RFP. | SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. |

SHI's sustainability vision is to operate its business as a responsible environmental citizen committed to managing resources and concern for our environment's well-being. As a reseller and not a manufacturer, SHI is naturally low impact; however, we are always mindful of the environment and work to reduce any damaging effects from our organization while protecting our staff's safety and well-being.

Preserving the environment and fostering a sustainable future are crucial principles of our overall business strategy. Our vision moves to leverage our technical expertise to solve business outcomes while incorporating environmentally friendly initiatives, driving efficiencies to minimize technology, and maximizing our impact towards a greener planet.

**SHI intends to achieve our vision through the following initiatives:**

## Sustainable Solutions

As a global solutions provider and technology advisor, we are here to help our customers reduce, reuse, and recycle technology assets through our various eco-friendly solutions.

## Securing Green Products

SHI works on our customer's behalf to identify and source products with environmental certifications.

## Resource Usage and Efficiency

With two LEED Gold certified builds, SHI embraces the spirit of these rigorous standards and seeks to consume fewer natural resources, reduce operating costs, and create safe, healthy environments for their occupants.

## Employee Awareness

SHI's employees are at the forefront of achieving our sustainability goals by promoting green products and sustainable solutions to our customers while also understanding their impact on the environment.

When it comes to sustainability, SHI can provide and implement several solutions for your organization, including:

**Asset Recovery:** We pick up your old equipment, take inventory of what's still usable and report our findings to you.

**E-Waste Recycling:** We hold multiple recycling events around the nation so you can quickly and properly dispose of unwanted devices.

**Hardware Remarket:** We put your hardware back on the market if you cannot or choose not to reuse it.

**Asset Disposal:** We work with partners worldwide to ensure your old hardware is recycled correctly.

**Hardware Redeployment:** We determine if your equipment is eligible for reuse and keep stock in our warehouse that you can redeploy at any time.

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| | | **IT Asset Management:** We measure, manage, and optimize software and cloud consumption impacts to enable customers to reduce their environmental impact and waste.<br><br>**Finance and Leasing:** We offer financing and leasing opportunities with industry-leading partners, enabling customers to ethically offset their carbon emissions.<br><br>**Cloud and Data Center Solutions:** We have the expertise and people to help our customers migrate, optimize, modernize, and manage your cloud.<br><br>The business case for using green products cannot be denied. At SHI, we know our actions make a difference. As a leader in the IT industry, we can influence change by putting eco-friendly products and sustainable services at the forefront of our solutions. We believe accountability can play a positive role in society by working together to drive this change and invite our customers and partners to join us in this endeavor. |
| 4. | Does your firm or partners use packaging that is reusable or recyclable? | Most of our outbound shipments are facilitated using recyclable and biodegradable packaging inserts. Our standard packing materials include paper and air foam inserts. We can also source custom packing materials to facilitate specific deployment needs upon request. If needed, SHI can remove superfluous packaging and consolidate shipments without jeopardizing the safety and security of the items being shipped.<br><br>SHI provides overpacking and custom kitting services. At your request, our team can consolidate devices, accessories, and peripherals into consolidated packaging to ensure all components are delivered to the end user simultaneously, reducing waste. Over boxing and over packing involve adding original manufacturer (OEM) boxes into larger packages. Meanwhile, through our kitting service, we eliminate much of the OEM packaging and consolidate the components.<br><br>At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work alongside our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability |

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| | | strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' ESG initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure.<br><br>SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being proactive and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, we consistently integrate and promote environmental stewardship across our global business groups, ensuring consistency and innovative environmental thinking. Our commitments include:<br>• Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices.<br>• Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains.<br>• Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. |
| 5. | Does your firm or partners operate hybrid vehicles? If yes, please describe the vehicles. | SHI does not own any vehicles. |
| 6. | Does your firm or partners vehicles operate/run on renewable fuels such as, but not limited to biodiesel, biogas, or renewably product synthetic fuels? If yes, please describe the vehicles. | SHI doesn't own any vehicles, however some of our partners may operate/run on renewable fuels. SHI does not keep track of our partner vehicles. |
| 7. | Does your firm or partners use any of your firms' vehicles have automatic start/stop technology? | SHI doesn't own any vehicles, but our partners may have vehicles with automatic start/stop technology. |

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| 8. | Please explain your firm's process for accepting and process requests for quotes using contract rates. Please include number of days or hours required to generate/issue request quote and deliver to customer. | When a customer requests the City of Mesa/OMNIA contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.<br><br>SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically.<br><br>Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can 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.<br><br>SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service.<br><br>The first step to ensure success is to work together to define clear SLAs that meet your needs and help set expectations.<br><br>• **Quotes Turnaround:** Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer request within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer.<br><br>• **Order entry accuracy:** SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data |

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| | • **Orders entered in a timely manner (including order confirmation):** SHI's standard SLA for order entry is within 24 business hours<br>• **Percentage of devices DOA:** If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies<br>• **Order received to product shipment:** The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc. SHI communicates the expected timeline with The City of Mesa and follows up consistently until the product is delivered.<br>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 it 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.<br>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 all information required by the customer.<br>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, and 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. |

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| | | 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 the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. |
| 9. | How many orders are processed daily on an average? | SHI processes an average of 4802 orders a day. |
| 10. | What is the highest number of orders processed in a single day? | Our highest number of orders processed in a day is 14,688. |
| 11. | Describe your delivery commitment: | SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and the manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. |
| | a. What is your fill rate guarantee? | On average, across our largest distributors, our fill rate is between 93 and 100 percent. In most cases, where we are not filling orders on time, it is due to supply chain delays. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to the customer, continue to wait, or cancel the order based on what the customer wishes to do. SHI also provides any substitutions available for comparable products if The City of Mesa wants to consider another option. |
| | b. What are your delivery days? | Shipments are made Monday through Friday. |
| | c. Do you offer next day delivery? | Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and require that the order be received before a certain cutoff time. |
| | d. How do you facilitate emergency orders? | As a reseller, SHI can access both normal and special equipment, and has access to a wide range of products and services that can be utilized through several distribution centers located across the US. In the event of an emergency or disaster, SHI will work with the Participating Public Agency to provide any necessary equipment swiftly and safely. As needed and when appropriate, SHI will work with OEMs on the Participating |

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| | Public Agency's behalf to determine what products or services they may provide to assist during the event. We will strive to get products to the Participating Public Agency as quickly as possible based on the disaster situation, and the speed with which we can deliver will depend on the specific scenario and the ability of the shippers to reach the destination. |
| e. Are shipping charges exempt for ALL who use this contract? | SHI tries to ship most items FOB destination free of charge. Shipping costs can vary though depending on the equipment being ordered. If shipping is charged, SHI will charge the customer actual shipping per purchase. Special delivery requirements or expedited shipping may be subject to an additional charge.<br><br>SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible.<br><br>SHI can ship products via any method the customer desires. These include:<br>• Standard delivery: product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration.<br>• Overnight and second day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.<br>• Deskside delivery: SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.<br>• Inside delivery: product is delivered to a location inside of a customer's building. SHI's logistics company unloads the delivery vehicle. Loading dock |

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| | | may or may not be available. There is a fee associated with inside delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting.<br><br>Customers located in Hawaii and Alaska may incur additional shipping charges. |
| | f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved. | Your SHI account team coordinates a network of support resources to address all your IT needs. They facilitate pre-sales support: from volume licensing to solutions architects to vendor partnerships; services: such as integration and partner network; logistics: from purchasing to returns to distributions and e-commerce; and financing: from accounting issues to financial services. Your account team provides holistic, accessible support so that you never have to worry about technology issues.<br><br>SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return.<br><br>Occasionally, the product manufacturer has a "no returns" policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. |
| 12. | Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? | Invoices are sent only after products have been delivered and accepted. SHI can send electronic invoices, hard copy invoices or both, depending on your preference. If awarded, we will work with The City of Mesa to continue to provide your billing preferences and manage your account accordingly. We can also customize invoices so that they meet your desired specifications. |
| 13. | Describe the types of customer service available to agencies that use this contract: | 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. |

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| | SHI's dedicated account team approach is key in executing an effective customer service strategy. We customize the team structure to meet the individual needs of each of our customers. Key stakeholders on your team will attend an onboarding session with our dedicated account team to understand your needs and requirements, help with the development of the plan to onboard your account, and lead the remaining team members through the implementation. Through a framework of SHI's four pillars, we support the transformation, collaboration, protection, and optimization of your business to deliver your desired outcomes. Our team will engage with the City members right from the start and will carry on with your team through our continued partnership.<br><br>**Senior Vice President and Executive Sponsor, Public Sector, Denise Collison**—Denise is responsible for the direct oversight of our business relationship with the City and performance, and she serves as the City's executive sponsor. Denise also is responsible for providing leadership and direction and is accountable for the overall sales organizations' performance and successful partnership with the City.<br><br>**Vice President, William Carbajal**—William is responsible for leading and implementing sales strategies, managing District Managers, and ensuring performance. With many years of experience supporting customer IT environments, William ensures that the organization delivers transformative products and services to facilitate customer success and satisfaction.<br><br>**District Manager, Scott Sudhalter**—Focused on ensuring that SHI supports the City at every stage of your IT evolution, Scott aligns his team to ensure that desired customer outcomes are consistently met. Scott manages a team of account executives, establishes, and develops customer relationships, meets with customers, as needed, and is an escalation point to resolve issues.<br><br>**Account Executive, Victoria Lewkowitz**—Victoria works closely with internal resources to achieve customer business objectives by leveraging SHI's internal network of technical expertise, sales support resources, as well as our vast OEM partner network. She is acutely focused on implementing strategies and solutions that will drive |

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| | innovation, collaboration, and security across your organization—all with cost optimization as the top priority. Responsibilities include establishing a customized service and support plan, and developing customer relationships, and other topics critical to account development. Your dedicated account executive serves as your primary point of contact, ensures that SHI is meeting expectations, and aligns SHI's value in support of the City's IT roadmap.<br><br>**Inside Sales Manager** — The Inside Sales Manager coordinates, maintains, and manages the activities of the Inside Account Managers. They ensure the Inside Account Manager (IAM) Team delivers required service levels and support to the City and is the escalation point for the IAM Team's day-to-day activities. This role also ensures adherence to customer policies and procedures and is responsible for customer satisfaction.<br><br>**Inside Account Managers** —The Inside Account Managers maintain a direct relationship with the City and have the responsibility of ensuring customer satisfaction. Inside Account Managers functional areas include quoting, availability, order entry, tracking, returns, product information, and expedites. They execute the plan established by the Account Executive for a customer.<br><br>**Core Solutions Engineer (CSE)** — The CSE is a dedicated technical resource tightly aligned with our Account Executives and Inside Account Executives to bring maximum value to our customers, often helping them to avoid erroneous or superfluous costs. With expertise in data center, networking, information security, and cloud services, to name a few, these dedicated resources provide valuable vendor-neutral technical insights to help customers determine their best solution and offer the professional services needed to support the solution. Our CSE's technical expertise is augmented through our network of highly specialized SMEs.<br><br>**Microsoft Customer Success Manager** — Microsoft Customer Success Managers are a dedicated resource who assist customers throughout the lifecycle of their Microsoft agreements and technologies, with a special focus on ensuring that your Microsoft technologies, buying programs, and licensing are supporting your strategic long-term business goals. |

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| | **Microsoft Account Executive** — Microsoft Account Executives are a dedicated resource who are responsible for managing Microsoft agreements, facilitating customer meetings, and advising customers in regarding their Microsoft licensing.<br><br>**Microsoft Inside Account Manager** — Microsoft Inside Account Managers assist customers with their Microsoft quoting and ordering needs, ensuring customers receive their licenses in a timely manner. Additionally, they help customers understand what licenses they need and answer any questions they may have. |
| a. Is online support available? | SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully supporting their customers with accessible, courteous, responsive, and seamless customer service. SHI's e-commerce platform is available to our customers 24/7/365. |
| b. Is phone support available? | SHI has team phone lines where support team members are logged in and calls are answered in a round-robin method by members not on a call. In the case all members are helping other customers, calls are directed to voicemail.<br><br>If the customer has an urgent request, they can escalate their request to the inside sales team manager or account executive for immediate assistance.<br><br>All voicemails are answered or returned within two to four business hours. |
| c. Other? | **Technical Customer Support**<br><br>Dedicated to SHI public sector customers, our team of 40+ Core Solutions Engineers (CSEs) are geographically spread across the country. They are tightly aligned with our AEs to bring maximum value to our customers, often helping them to avoid erroneous or superfluous costs.<br><br>With expertise in data center, networking, information security, and cloud services, to name a few, this dedicated team provides valuable vendor-neutral technical insights to help customers determine their best solution and offers the professional services needed to support the solution.<br><br>The AE and CSE operate in partnership. When an opportunity arises, the AE notifies the CSE to initiate contact with the customer to lead the technical discussion. The CSE works closely with the customer to gather level |

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| | one technical information about the current environment, organizational skill sets, redundancy, alignment with objectives, total cost of ownership, etc., and develops a customer/ opportunity profile to include:<br>• Business outcome goals<br>• Current pain points in their operation<br>• Solutions they have considered<br>Our CSEs technical expertise is augmented through our network of highly specialized SMEs. Based on the findings of technical discussions with the customer, the CSE may engage a SME to review the opportunity and analyze customer data. Focusing on the customer objectives, the CSE and SME together consider solution architecture, OEM landscape, etc., and develop recommendations.<br>The CSE brings the results to the customer and explains how the proposed solution aligns with their goals and meets time or budget requirements. If the customer has in-depth questions the SME may engage with the customer during the pre-sale cycle to provide more specific product or service information. The CSE works to ensure the customer has the data they need to clearly understand the benefits the SHI solution offers.<br>**Microsoft Software Assurance Benefits**<br>SHI offers resources to support consumption of Software Assurance Benefits. Microsoft's Software Assurance offering includes additional technologies, services, rights, and benefits to help customers maximize IT investment (or enhance licensing value).<br>Our sales and Microsoft licensing executive teams help customers understand how to budget and plan, spend less, and do more with benefits like new version rights, annualized payments, and step-up options. Software Assurance can save time and help standardize benefits like License Mobility and hybrid use rights.<br>**Project Management**<br>Our goal within SHI's Advanced Solutions Group (ASG) is to help our customers execute their mission by getting the right technology, to the right people, at the right time. We do this by understanding the complete project lifecycle. We address customer business needs, help them acquire the appropriate technology, and follow through to make |

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| | sure that the technology is adopted or consumed correctly and meets the initial business needs.<br><br>SHI can provide project managers, program managers, network engineers, help desk analysts, QA professionals, business analysts, DBAs and more on a contract basis, contract-to-perm, and permanent basis. Our IT professionals stay on your project if you need them, and we can deploy additional resources to your site as your requirements change or grow over time.<br><br>Whether utilizing our full-time employees or through our network of staffing services, we source the perfect IT professionals for your needs by:<br>• Obtaining a complete understanding of each assignment.<br>• Developing a thorough search plan that may include our internal employees, pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.<br>• Conducting a multiple screening process, which includes our technical recruiter, recruiting manager and one of our technical resources.<br>• Checking professional references prior to the client interview.<br>• Presenting our top candidates to you for review and interview.<br><br>At SHI, we pride ourselves on our world-class support. Through our fast response and dedicated resources, we can get staff onsite and working on your project in as little as one week, increasing the level of service to your users.<br><br>**Training Resources**<br><br>SHI understands that for The City of Mesa to realize the benefits of contracting with SHI, your employees need to understand the products and services that we offer. Therefore, SHI has a wide variety of training option available to your employees; the training services available without additional cost include:<br><br>• **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolves around new technology announcements and Volume Licensing Program changes. The seminars' hosts include the manufacturer representatives, the SHI |

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| | Product Specialists, and the SHI Licensing Executives.<br>• **Licensing Training**— The SHI Licensing Executives are available for both on-site and web conference training sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliancy, True ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other critical topics to your departments and agencies.<br>• **Web Site Training** — The SHI eCommerce Specialists are available to provide training to those employees authorized to access Your Home @ SHI.COM. SHI can schedule training based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with you to determine the program and schedule that would work best for your purchasing environment.<br>• **Training (Product training)** —To offer our customers training options on a wide variety of products, SHI partners with companies specializing in application training. SHI will work with The City of Mesa to develop a complete offer that meets all your needs, from end-user Training to programs designed for IT representatives. The following training options are available as a fee-based service:<br>○ Classroom Style Training—off-site from The City of Mesa. They are designed to meet your needs when only a small number of representatives need to receive the training.<br>○ On-site Training — When many users will need to train, this is a good option.<br>○ Computer-based Training — Also called eLearning, the delivery of training content to learners through electronic devices. |
| d. Can agencies request a dedicated service representative and/or a | SHI prioritizes having dedicated Account Executives (AE) to provide seamless services to our clients, exemplified by |

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| 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? | Victoria Lewkowitz, the dedicated AE for the City. Residing in Arizona, Victoria assists in the facilitation of purchases and project implementations from the initial stages to successful completion. She also actively identifies potential cost savings. Alongside Victoria, a team of dedicated Inside Account Managers (IAMs) based at SHI's headquarters in Somerset, NJ, provide additional support. Collectively, they serve as the primary contact for any inquiries or issues, ensuring a smooth and efficient experience.<br><br>**Public Sector Field Team**<br><br>The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team. We have several Account Executives located directly in and near the Phoenix metro area.<br><br>AEs meet with the participating entities and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's plans. With open discussions, SHI can provide significant value in supporting future initiatives and will engage the support teams as needed to help meet the customer's goals and objectives.<br><br>Your AE is supported by a dedicated team of Inside Account Managers (IAMs) in SHI's headquarters in Somerset, NJ. The IAMs interact with the state of Arizona's team responsible for procuring under this contract and develop a personal understanding of their specific needs and are responsible for ensuring customer satisfaction.<br><br>**Public Sector Inside Team**<br><br>Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions across the country and offer personalized attention regardless of organizational size. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish. |

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| | **Capture and Strategy**<br><br>To bring together support for our larger contracts and their users as well as the sales organization, SHI developed a Capture and Development team. This team focuses on ensuring we are educating our customers and sales about our available contracts as well as being a primary resource for our large contract holders, like The City of Mesa, when there are questions or to discuss future strategy. This team will also be implementing reviews with all customers listed on The City of Mesa contract. The team will meet with each customer's contracting officer on a quarterly basis. These meetings help ensure contract success not only for SHI but for all The City of Mesa customers in the following ways:<br><br>• Provide updates or any changes that might impact the contract<br>• Review contract highlights, such as, spend, new customers, new vendors<br>• Discuss any concerns with the contract<br>• Identify areas for improvement<br>• Share our strategies for promoting the contract<br>• Maintain and encourage open lines of communication<br><br>Please see Tab D- Proposal Questionnaire Exhibit(s) for additional information. |
| e. State any return and restocking policy, and any fees, if applicable associated with returns. | SHI's Return Policy<br><br>A. General<br><br>1) Definitions<br><br>a) "OEM" means the original equipment manufacturer, or in the case of software, the software publisher/licensor.<br><br>b) "Order" means the form of purchase order or other document used for the purpose of ordering Product and Order shall include a phone order placed by Customer employee to Reseller utilizing Customer's corporate procurement card or Customer's written or electronic form of purchase requisition.<br><br>c) "Product" means third party software, computer peripherals, and computer hardware, collectively, which are resold by the Reseller. |

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| | d) "Reseller" means SHI International Corp. or any of its affiliates, as the case may be.<br><br>2) Subject to Sections B,C,D,E, and F, below,<br><br>a) For a Product to be eligible for return it must be: (1) in Resale Condition (defined as unused and one hundred percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the OEM), (2) within the OEM's or distributor's allowable time period for return after Customer's receipt of the Product, and (3) not designated as "non-cancellable" or "non-returnable" ("Special Order") when quoted by Reseller to Customer.<br><br>b) If the Product is a Special-Order item or not in Resale Condition, then Reseller will accept the return only if the OEM/distributor will accept the return.<br><br>c) Shipping and any restocking fees imposed by the OEM or distributor shall be at Customer's cost.<br><br>d) If return is due to Reseller's error, and the return request is made by Customer within thirty days of receipt of Product, then Reseller will accept the return at no additional cost to Customer.<br><br>e) If Customer ordered the incorrect Product or has decided that it no longer wants the Product, then Reseller will accept the return from Customer, provided the OEM/distributor will accept the return.<br><br>B. Non-Conforming Product<br><br>If Customer determines, in its reasonable discretion, that any Product is not in conformance with the description in the Order (a "Non-Conforming Product"), then Customer may at its option, either:<br><br>1) Request that Reseller promptly initiate an order to replace the Non-Conforming Product at no cost to Customer, in which case Reseller will order a replacement unit within one business day of notice of nonconformance from Customer and Customer shall return the Product to Reseller, all at no cost to Customer; or<br><br>2) Terminate the non-conforming portion of the applicable Order, in which case Customer shall return the Product to Reseller at no cost to Customer, and Reseller, upon receipt of the Product, shall promptly refund to Customer any payments made to Reseller therefore, provided that the request for such return was made within OEM's or |

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| | distributor's allowable time period for return after receipt of Product by Customer, and that the return will be made in accordance with Reseller's RMA process, described below.<br><br>C. Software License Returns<br><br>The OEM's return policy or the applicable license agreement, as the case may be, will govern returns for licensed software.<br><br>D. Damage, Defects and DOA<br><br>If the Product has concealed damage (i.e., there is no evident damage to external packaging), is defective, or dead-on arrival ("DOA"), Reseller will accept the return from Customer, provided the OEM or distributor will accept the return from Reseller. In any event, the OEM's or distributor's policies, as applicable, (which may include processing as a warranty claim) will apply. Reseller will order a replacement unit within one business day of notice of damage, defect, or DOA from Customer for prompt delivery to Customer, all at no cost to Customer.<br><br>E. Shipping Damage<br><br>If a package containing Product purchased from Reseller arrives at Customer Order's ship-to address with external damage, Customer should refuse to accept delivery from the carrier. If Customer does accept delivery of such a package, Customer must:<br><br>1) note the damage on the carrier's delivery record so that Reseller may file a claim;<br><br>2) save, as is, the Product and the original box and packaging it arrived in; and<br><br>3) notify Reseller in writing within five days of delivery acceptance to arrange for carrier's inspection and pickup of the damaged merchandise.<br><br>If Customer does not comply with the above requirements, Customer will be deemed to have accepted the Product as if it had arrived undamaged, and Reseller's regular return policy, as described herein, and all OEM warranties and restrictions will apply.<br><br>F. RMA Process<br><br>In order for Reseller to accept return, Customer must first obtain from Reseller and apply a Returned Merchandise Authorization ("RMA") to the returned Product. If |

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| | Customer returns Product directly to the OEM, distributor, or Reseller without an RMA, then Reseller shall not be responsible for accepting such return, Product replacement or refund, and such return may void any Customer claims on the Product. Customer shall ship all Product returns to Reseller designated recipient DDP (Delivered Duty Paid) per Incoterms®. |
| f. How are problems resolved? | Escalation steps:<br>• All new requests and customer service issues should be sent to the IAM's email or by calling the IAM.<br>• If the IAM team cannot resolve issues within 24 hours or the matter is urgent, please contact Zeshan Khan.<br>• If the IAM team and Zeshan Khan do not resolve issues after 48 hours, please contact your AE, Victoria Lewkowitz.<br>• If issues are still not addressed after 72 hours, please reach out to Scott Sudhalter.<br>• Final escalations that the team has not addressed, or for any other urgent issues, please contact William Carbajal and/or Denise Collison.<br>Please see Tab D- Proposal Questionnaire Exhibit(s) for additional information. |
| g. What are the location and hours of your call centers? | SHI has headquarters in both Somerset, NJ and Austin, TX. SHI provides support to our customers between the hours of 8:00 am – 5:00 pm in every time zone. Individual team hours depend on the location of customers and contractual requirements. 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. |

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| h. What response time is guaranteed when a customer service request is made? | The first step to ensure success is to work together to define clear SLAs that meet your needs and help set expectations.<br><br>SHI's Standard Practice<br><br>**RESPOND**<br>to email and phone requests within two to four hours<br><br>Process orders within<br>**24 HOURS**<br>of receipt<br>(unless additional information is required)<br><br>Provide<br>**DAILY UPDATES**<br>on any pending requests |
| i. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings? | At SHI, we are committed to achieving excellence by providing our customers with superior world-class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology."<br><br>As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs. These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric. |

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| | j. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated. | Our inventory management services securely store inventory in our configuration center, allowing us to pre-configure devices for rapid deployment. The City of Mesa has access and visibility to the right products at the right time—without the headache of having to manage it yourself.<br><br>With SHI's practice of Just in Time (JIT) Inventory Management, we work with your organization to develop a customized inventory plan for your specific needs. Each plan we create ensures that necessary items are available and ready to be deployed for all stages of the project timeline. We work with customers to develop a plan that is customized to their specific project needs to ensure a successful implementation.<br><br>As a courtesy, SHI can stock standard products for configuration and integration for 60 days for no additional fee. Items held over 60 days are subject to a stocking fee, however, SHI works with our customers to structure a roll-out schedule that maintains a monthly pool of stock that is replenished every 60 days.<br><br>Please see Tab D- Proposal Questionnaire Exhibit(s) for additional information. |
| 14. | Describe how your company will assist customers in navigating OEM warranty process. | SHI will pass on any included manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer need to use the warranty, SHI can facilitate the interaction between the customer and the manufacturer. We will gladly provide any contact information, process information, or help escalate with the manufacturer when necessary. SHI can offer third-party, non-manufacturer warranties that allow our customers to extend the life of mission critical devices with world-class service and support. |
| 15. | Describe how your firm will notify customers of new products. | SHI's process to provide ongoing product updates and strategic planning guidance is built on a foundation of consistent and transparent communication with customers. Based on this, we have developed several avenues for our customers to learn about new products. Primarily, our dedicated account team approach is key in executing an effective customer service strategy. Our teams engage with customers from the start and work to become trusted partners. We dive into organizational |

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| | challenges, short and long-term vision and strategy, and then offer comprehensive solutions to manage each stage of the technology lifecycle.<br><br>Since communication is essential, SHI recommends a regular call cadence between customers and their dedicated AE (Account Executive) and operational staff to review purchase history and current opportunities and challenges. Quarterly business reviews offer you an opportunity to consider your progress on objectives and discuss potential enhancements. As needed, SHI brings subject matter experts to these business reviews to outline the product roadmaps for OEMs or publishers involved in your SHI procurement process.<br><br>As we learn about new products, improved services, or any insight applicable to your success, we share that information immediately via your AE so you can make well-informed decisions. SHI has a large team of product specialists dedicated to providing technical insight and guidance. We also employ a team of solution engineers with additional technical expertise who are tightly aligned with our AEs to bring maximum value to our customers. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in the evaluation of products or solutions. Customers can pre-order new products yet to be released through SHI to get them as soon as they come to market.<br><br>Additionally, we understand that with the lure and promises of new technology coming from every direction, organizations rarely have the time or resources to do due diligence research in-house. SHI Executive Briefings are tailored, interactive engagements that help customers discover next-generation technologies and solutions we see in the market today. In as little as one hour, our experts give an in-depth overview of a specific trend or technology to help customers identify which technology investments most closely align with their business goals. The catalog of briefings is always evolving as our experts continuously evaluate topics and design thought provoking sessions around them.<br><br>SHI also helps with a technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC |

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| | | is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in evaluating.<br><br>SHI invites customers to a technology summit each year that focuses on current industry trends. These forums include keynotes and breakout sessions led by industry experts from both SHI and top OEMs sharing the best practices they use to support digital workspace, hybrid cloud, data center, and security initiatives. Customers can also attend deep-dive workshops focusing on IT asset management, next-generation data center architectures, and cloud services. |
| 16. | Describe how your company will assist and support customers when their standardized is reaching EOL (end of life). | SHI commits to communicating product updates and changes as we are made aware. Regular meetings are held with the manufacturers by both our sales teams and dedicated product specialists to understand the direction and planned changes of the manufacturer's offerings. In addition to the City's account team, communication may be handled through mechanisms such as the SHI Newsletter and articles created by SHI subject matter experts on the SHI HUB. Through these avenues, we seek to keep our customers informed by communicating the direction of the industry along with information regarding important contract dates, product releases or changes, and upcoming events. In addition to these periodic updates, we can discuss planned product changes, the potential impact, and recommendations as part of quarterly business review meetings. |
| 17. | 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? | Technical support is generally handled directly by the OEM/Publisher. At SHI, we understand the importance of providing efficient and effective technical support to our customers. We will act as the facilitator, ensuring our customers are connected to the appropriate contact at the OEM or Publisher for assistance. SHI believes in a customer-centric approach, and our goal is to ensure a seamless experience for our customers, even when the support comes from an external OEM or Publisher. We strive to provide our customers with the necessary resources and assistance to address their concerns effectively. This commitment to customer service plays a key role in what sets SHI apart in the field of technology |

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| | | enablement. As a facilitator, we do not intend to outsource this function and our customers will always be supported by an SHI employee first to resolve technical support or customer service requests. |
| 18. | Describe options for leasing and financing and the various payment methods accepted. | Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products.<br><br>The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer.<br><br>SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing,<br><br>**Hardware Leasing**: SHI offers a traditional $1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option<br>• Return the equipment and start a new lease<br>• Extend the term of the lease<br>• Buyout the equipment for its fair market value<br>• Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure<br>• $1 buyout, lessee owns equipment at the end of the term<br>• Fair market value leases have three end-of-term options<br>• Rental: Return the equipment at the end of term, or extend the term of the rental<br><br>The benefits to leasing hardware with SHI include:<br>• Covers all equipment costs—no need to obtain additional financing elsewhere<br>• Frees up cash income-producing investments<br>• Sets fixed lease payments that are not subject to interest rate fluctuations<br>• Avoids technology obsolescence |

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| | | • Reduces risks, as add-ons and replacements are fast and easy<br>• Reduces paperwork since the lessor handles all the invoices<br>• Supports diversity spending. The Lessee can have our equipment and even other vendors' products and services included in the lease and receive diversity credits.<br>• Offers customer the option to have a built-in replacement schedule<br>• Reduces warranty and maintenance costs<br>• Matches the expense to the benefit<br>• Eliminates customer's need to plan for equipment disposal<br>• Simplifies budgeting with predictable payments<br>**Software Financing:** SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based.<br>**Non-Standard Options:** SHI offers non-standard leasing options such as 90-day deferrals and step-up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency. |
| 19. | Please explain your firm's process in assisting agencies with identifying software solutions providers. Response should include how your team will assist agencies identify their business needs, determine which business partners can meet the identified business needs and services required. Services could include solution analysis, configuration, Implementation, installation, training and maintenance and support services. | At SHI, we believe in crafting personalized technology solutions for our clients. To this end, your dedicated Account Executive (AE), Victoria Lewkowitz, acts as your strategic quarterback, meticulously navigating through our extensive suite of value-added services. This tailored approach is designed to ensure you extract the maximum value from your technology investments. We offer a plethora of these services to our esteemed clients, many at no additional expense, while also providing the option for enhanced, fee-based services. Your AE, with a deep understanding of your unique needs, will adeptly guide you to the solutions that best align with your goals. Please note that our offerings continually evolve to meet the dynamic needs of our clients, hence, the list provided is not exhaustive but rather a snapshot of our commitment to delivering unparalleled value. At SHI, we take pride in personalizing your journey towards optimal technology |

| | |
|---|---|
| | solutions. Below is a list of some of the specific services SHI will provide in identifying the right solutions.<br><br>**Software Expertise and Advice:** Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and to achieve the best value for their software spend. Our expertise and advice allow our customers to save money and to achieve the best value from their purchases.<br><br>**Technical Advisement:** Customers can depend on a vendor-neutral approach to help them find the right technology and then access to tremendous range in choosing the ideal products and services for their unique needs.<br><br>**Pre-Sales Licensing Support:** Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. Leveraging the reporting and our PRO Renewal tool, we help customers gain insights into their software purchases.<br><br>**Contract Training and Education:** Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend.<br><br>**Negotiation Assistance:** SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.<br><br>**Fine Print:** SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to |

| | |
|---|---|
| | various products and use cases, and then organizes the data into an easy to find format.<br><br>**Software Solutions Services:** Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.<br><br>**ITAM Services:** To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.<br><br>**Training Services:** Adoption and use of new technology does not happen automatically. There is a people side to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program required there may be fee-based services involved.<br><br>**Customer Innovation Center:** SHI also helps with a technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in evaluating.<br><br>SHI invites customers to a technology summit each year that focuses on current industry trends. These forums include keynotes and breakout sessions led by industry experts from both SHI and top OEMs sharing the best practices they use to support digital workspace, hybrid |

| | |
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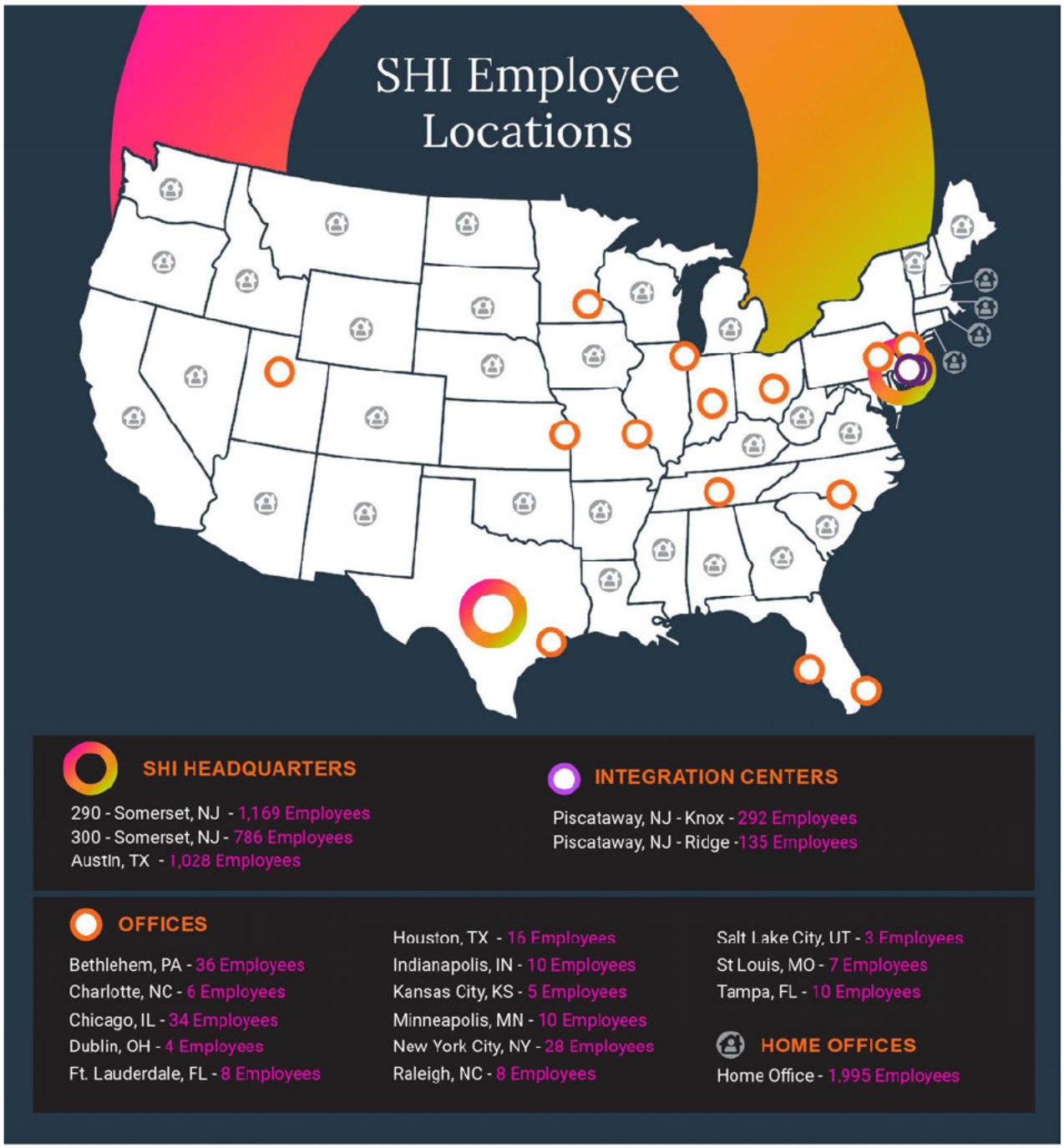
| | cloud, data center, and security initiatives. Customers can also attend deep-dive workshops focusing on IT asset management, next-generation data center architectures, and cloud services.<br><br>The CIC can provide on-demand access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour!<br><br>How to use the Virtual Tour: Click here to get a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience.<br><br>Please see Tab D- Proposal Questionnaire Exhibit(s) for additional information. |

# TAB D – Proposal Questionnaire Exhibit(s)

## Firms Qualifications and General information

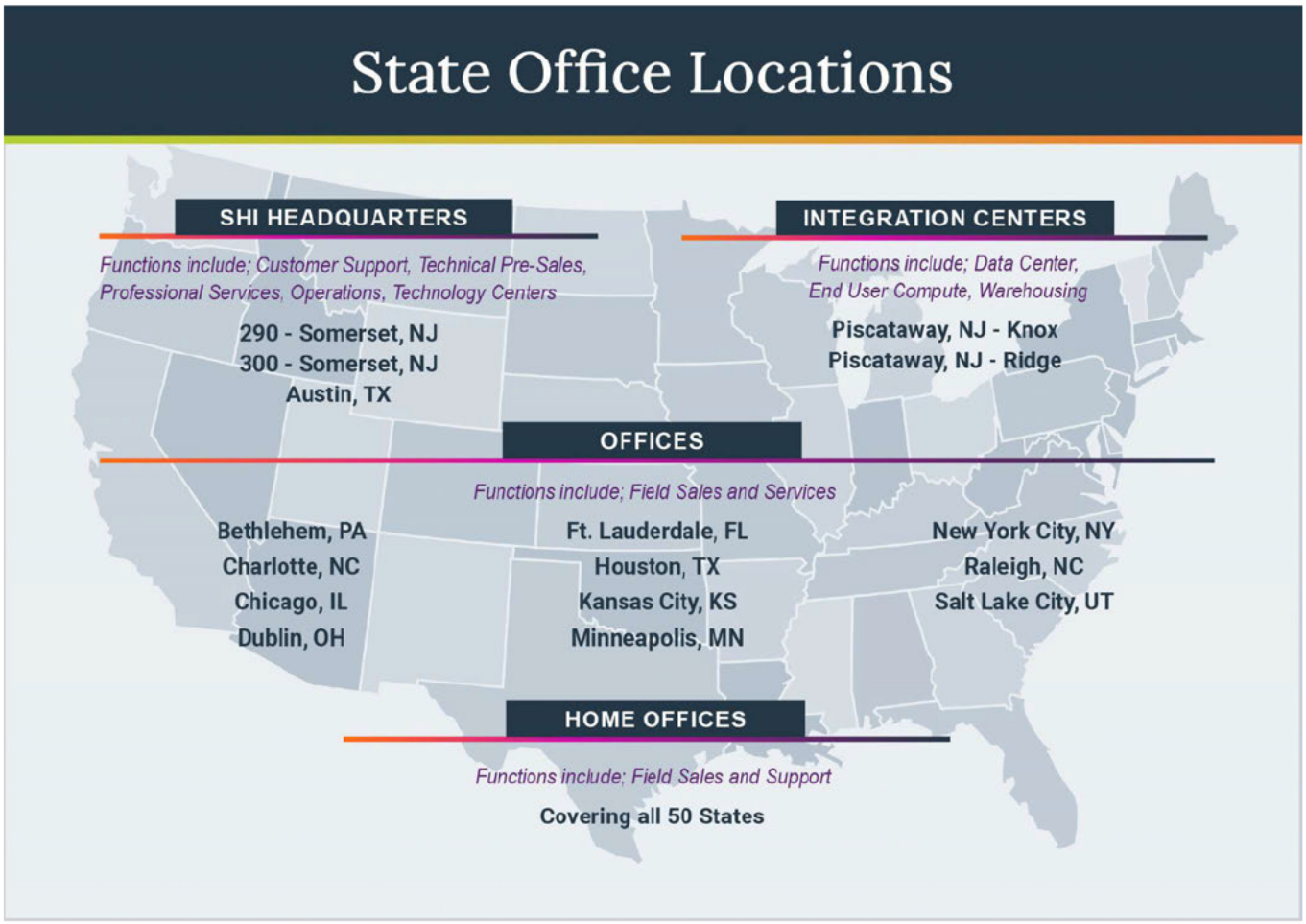
*Question 2: Total number and location of salespersons employed by Supplier.*

**SHI Response:**



*Question 3: Number and location of support centers (if applicable) and location of corporate office.*

**SHI Response:**




*Question 6: List three (3) government agencies references for an equivalent products and services contained in this Request for Proposal.*

**SHI Response:**

SHI has two additional references we'd like to include.

City of Las Vegas

John Lonborg, Contracts Specialist

702-229-1826

jlonborg@lasvegasnevada.gov

Software, Hardware, Professional Services

Doing business with SHI for 10+ years

Las Vegas Valley Water District

Corinna Hale, Purchasing Supervisor

702-258-3226

Corinna.hale@lvwd.com

Software, Hardware, Professional Services

Doing business with SHI for 10+ years

## Firms Method and Approach

*Question 1: Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.).*

**SHI Response:**

SHI's ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our vendor-neutral approach allows us to help customers find the right technology for each specific requirement of their IT environment. SHI's current catalog includes tens of thousands of hardware, software, and other IT products, and we are authorized to sell thousands of our partners' product lines. We also offer a wide range of services and support directly or by leveraging our network's expertise.

SHI offers full IT solutions—from commodity software and hardware procurement and integration to complete, end-to-end data center solutions. Our diverse partner ecosystem supports 15,000 unique publishers and OEMs today. If SHI does not have an established business relationship with an OEM or publisher in the City of Mesa's IT ecosystem, we can utilize an authorization from your organization to onboard new suppliers. SHI works in coordination with your procurement team as needed to engage these vendors.

SHI has top-tier authorizations and certifications for every major OEM. The table below represents SHI's top 25 partners:

# SHI - Top 25 Partners

| | | | | |
|---|---|---|---|---|
| 1 Microsoft<br>Azure Expert MSP<br>License Solution<br>Provider | 2 DELL *<br>Titanium Black | 3 vmware *<br>Principle Partner | 4 cisco *<br>Gold Partner | 5<br>Corporate Reseller |
| 6 hp<br>Power Services<br>Partner | 7 Lenovo *<br>National Solution<br>Partner<br>Platinum Partner | 8 Adobe<br>Platinum Reseller | 9 aws *<br>Premier<br>Consulting Partner | 10 CROWDSTRIKE<br>Elite Partner |
| 11 paloalto NETWORKS<br>Diamond Partner | 12 PURESTORAGE *<br>Elite Partner | 13 Hewlett Packard Enterprise *<br>Platinum Partner | 14 proofpoint.<br>Platinum Partner | 15 ATLASSIAN<br>Authorized Reseller |
| 16 redhat.<br>Advanced Business<br>Partner | 17 FORTINET<br>Expert Level | 18 VERITAS<br>Platinum Partner | 19 IBM<br>Premier Business<br>Partner (HW)<br>Gold Partner (SW) | 20 tenable *<br>Platinum Partner |
| 21 SUPERMICRO<br>Tier 1 Partner | 22 NUTANIX<br>Cloud Champion<br>Partner | 23 MICRO FOCUS<br>Platinum Partner | 24 + a b l e a u *<br>DMR Partner | 25 Google *<br>Cloud Partner<br>Premiere Partner |

* Partner Advisory Board

# SHI Hardware Partnerships

## End-User Computing Partners

### Client Systems and Devices
Acer*
Apple*
ASUS
Dell EMC*
Dynabook
Getac
HP Inc.*
Lenovo*
LG*
Microsoft*
MSI
Panasonic*
Samsung*
Xplore Technologies/ Motion Computing

### Printing and Imaging
Brother*
Canon
Epson*
HP Inc.*
Honeywell
Kodak
Kyocera
Lexmark*
Oki Data
Ricoh
Xerox
Zebra*

### Barcode Scanning
Honeywell
Zebra*

### Mobility Solutions
Android Enterprise Recommended*
Apple Business Manager*
Google Chrome and Workspace*
JAMF*
Microsoft Endpoint Manager*
Microsoft Surface*
Samsung*
Workspace ONE (VMware)*

### Carrier Activations
AT&T
T-Mobile/Sprint
Verizon Wireless

### AR/VR
HTC
Microsoft
HoloLens*
Reality Labs at Meta*

### Displays
Acer*
ASUS
Clear Touch
Dell*
Elo
HP Inc.*
Lenovo*
LG
Microsoft Surface Hub*
Panasonic
Planar
Promethean
Samsung*
Sharp NEC
ViewSonic*

### Mounts
Chief Manufacturing
Ergotech
Ergotron
Humanscale
Peerless
Premier Mounts

### Memory
Axiom
Kingston*
Micron
Samsung

### Projectors
Epson*
Hitachi
InFocus
Optoma
Sharp NEC*
ViewSonic*

### Cabling and Accessories
Barco
Belkin*
Black Box
C2G
CODi
Crestron
Griffin Technology
Incipio
Jabra
Kensington
Legrand AV
Logitech
Otter Box
Poly*
StarTech.com
Targus

## Data Center Partners

### Server
AMD
Cisco*
Dell EMC*
Hewlett Packard Enterprise*
Hitachi Vantara
IBM*
Intel*
Lenovo*
NVIDIA
Oracle*
Supermicro

### Power and Cooling
APC*
CyberPower*
Eaton*
Legrand*
Panduit
Tripp Lite*
Vertiv (Liebert, Emerson, Avocent)*

### Storage
Cohesity*
DataCore
Dell EMC*
ExaGrid
Hewlett Packard Enterprise* (+ Nimble)
Hitachi Vantara
IBM*
Lenovo*
NetApp*
Nexsan
Oracle*
Overland Storage
Pure Storage*
QNAP
Quantum
Qumulo
Rubrik
Seagate
Synology
Tintri
Western Digital

### Networking
AddOn Networks
Arista Networks
AudioCodes
Avaya*
Cisco*
Cradlepoint
ExtraHop Networks
Extreme Networks (+ Aerohive)
F5 Networks*
Forescout
Gigamon
Hewlett Packard Enterprise* (+ Aruba)
Juniper Networks (+ Mist)
Kemp
Lenovo*
NETGEAR
Opengear
Ribbon Communications
Riverbed
Ruckus Wireless
Thales Group
Ubiquiti
Verkada
Yealink
Zoom Video Communications

### Converged Infrastructure
Cisco*
Cohesity*
Dell EMC*
Fujitsu
Hitachi Vantara
Hewlett Packard Enterprise* (SimpliVity + Nimble)
IBM*
Lenovo*
NetApp*
Nutanix*
Oracle*
Supermicro
VMware*

*Dedicated Resources

# SHI Software Vendor Partnerships

## Strategic Software Partners

Acronis
Adobe
Altair
Arcserve
Attachmate
Autodesk
Bitdefender
Blackberry Cylance
Check Point
Citrix
Commvault
Druva
Erwin
ESET
Forcepoint
Fortinet
IBM
Ivanti
LogRhythm
Malwarebytes
McAfee
Microfocus
Microsoft
MobileIron
Okta
Oracle
Palo Alto
Parallels
Progress Software
Proofpoint
Quest
Rapid7
Red Hat
RSA
SentinelOne
SolarWinds
SonicWall
Sophos
Stealthbits
Symantec
Tableau
Tenable
Thycotic
Trend Micro
Unitrends
Veeam
Veritas
VMware

## Cloud-Based Partners

Amazon Web Services
Actifio
Alert Logic
Bitglass
BitTitan
Box
Carbonite
Centrify
Cloudflare
Cloudera
CrowdStrike
Datadog
Dialpad
Dropbox
Dynatrace
Fuze
HashiCorp
INAP/SingleHop
Informatica
Infrascale
Lightspeed
LogMeIn
LogicMonitor
Lookout
Mimecast
Nasuni
Netskope
OneLogin
PagerDuty
Qualys
RingCentral
ServiceNow
TBI TeamViewer
Zendesk Zerto
Zscaler

## Emerging Technology Partners

Absolute Software
Accellion
AlgoSec
AlienVault/AT&T Cybersecurity
Alteryx
Altova
Arctic Wolf
Atlassian
Barracuda
BeyondTrust
BitSight
Blancco
BMC
CA
Checkmarx
Chef
Cherwell
Code 42
Cofense
Contrast Security
Couchbase
CyberArk
Cybereason
Docker
DocuSign
Elasticsearch
Exabeam
Extensis
FireEye
FireMon
Globalscape
Idera
Igel
Imperva
Infoblox
Infragistics
Intel Software
Intuit
Kaspersky
KnowBe4
MongoDB
NetMotion Wireless
New Relic
Nexthink
Nitro PDF
Nuance/Kofax
OpenText
Ping Identity
PulseSecure
Puppet
Qlik
Redgate Software
SAP/Business Objects
Seagull Scientific
SecurityScorecard
Silobreaker
Skybox Security
SmartBear Software
Sparx Systems
Splunk
StorageCraft
SUSE
TechSmith
think-cell
Tibco
Tripwire
Tufin
Turbonomic
Varonis
Veracode
WatchGuard
Zoho Corporation

SHI is a leading value-added reseller of computer software and volume licensing and an authorized Microsoft License Solution Provider for North America and United Kingdom, allowing us to provide support to our customers for all their Microsoft purchases, Open Licenses, Select, Select Plus, MPSA, and Enterprise Agreements. SHI currently manages over 38,000 Microsoft enrollments. Below is a breakdown by licensing programs:

# Top Cloud Partners

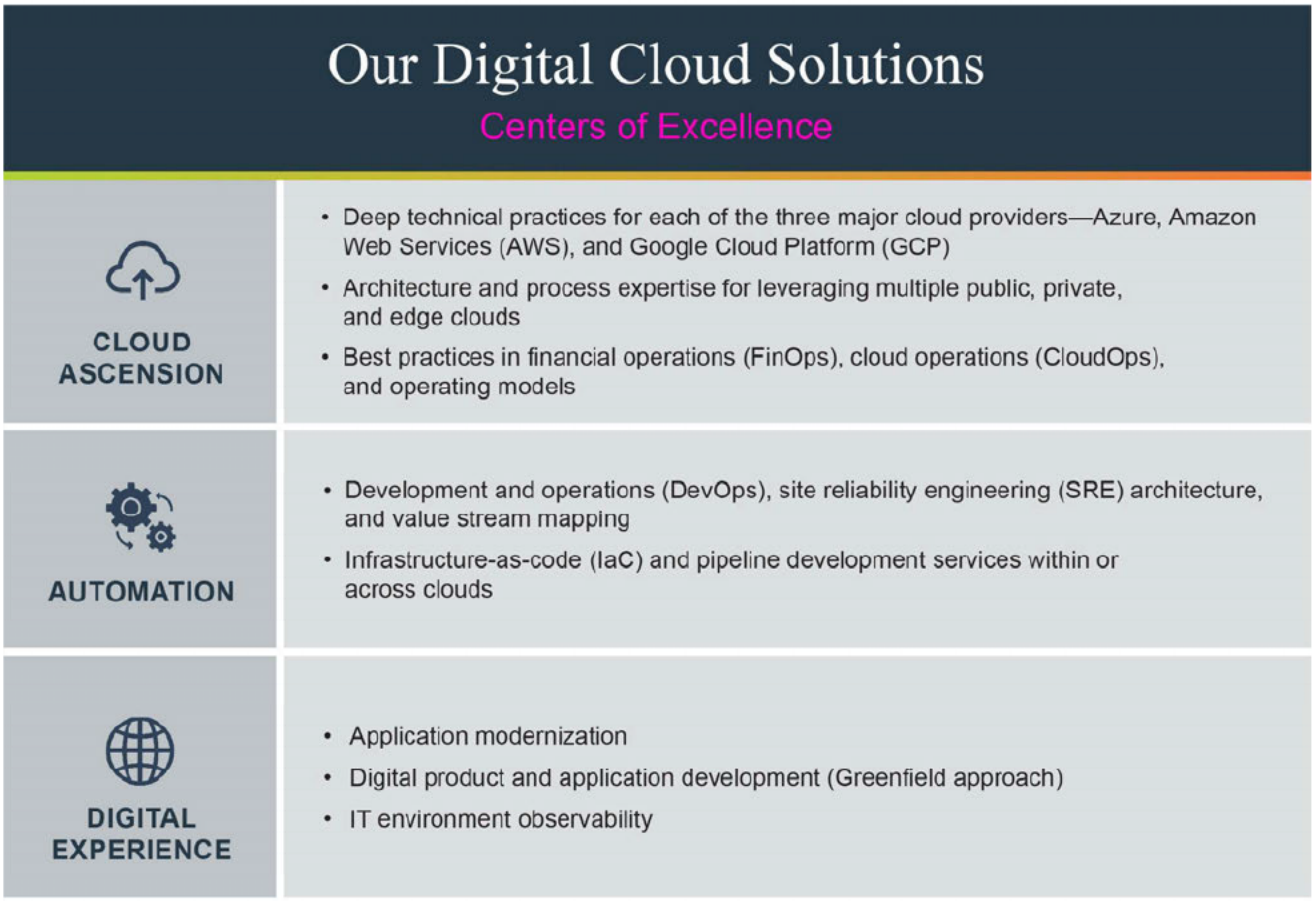
Some of our partners include:

aws Azure Google Cloud vmware

| | | | |
|---|---|---|---|
| Adobe | Dell | Lenovo | Red Hat |
| Apple | Fortinet | NetApp | Tableau Software |
| Atlassian | Hewlett Packard Enterprise | Palo Alto Networks | Tenable |
| Cisco Systems | HP, Inc. | Proofpoint | Veritas Technologies LLC |
| CrowdStrike | IBM | Pure Storage | Zscaler |

# Partner Awards and Honors

| | | | |
|---|---|---|---|
| aws | Microsoft Azure | CloudHealth TECHNOLOGIES | vmware |
| Largest Partner Globally | Largest Partner in North America | North American Partner of the Year | Global Mobility Partner of the Year |




## SHI Support Structure

Over the past decade, the requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate adoption of that technology in the customer's environment SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all the City of Mesa's IT needs.

Our support resources include:

- **Solutions Engineers:** SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions.
- **Professional Services:** This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. Their goal is to help customers execute their mission and educate end users by getting the right technology to the right people at the right time.
- **SHI Training:** SHI's training team provides on-site, online, or on-demand technical, end user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands.

- **Software and Hardware Partner Support Organizations:** SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists have the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in the evaluation of hardware features, sourcing, and obtaining demo.

SHI subject matter experts provide robust technical advice and support through product selection and options analysis to develop IT solutions that precisely fit our customers' needs. We offer custom solutions and services for every aspect of an IT environment, from software and hardware procurement to deployment planning, configuration, cloud and data center optimization, networking, mobility, and IT asset management.

Through a large pre-sales technical support team of over 500 in our software licensing and hardware and advance solutions departments, SHI has the expertise to help our customers identify best-fit products. No other IT products reseller provides as extensive an internal support organization dedicated to providing superior customer support.

In addition to the support resources outlined above SHI has an emerging partners team, including a cloud partners team to concentrate on specific cloud technologies. They review new technologies and new OEMs in preparation to advise our customers.

SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we are updated on the latest and best technologies. We foster close relationships with each OEM, enabling us to offer new products as soon as they are available. This allows the City of Mesa the unique opportunity to pre-order new products yet to be released through SHI, ensuring you receive them as soon as they hit the market. Our dedicated solutions teams and product specialists stay on top of cutting-edge technologies, promptly informing your organization of the newest offerings available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers is leveraged to guide City of Mesa as you explore emerging technologies and new solution sets.

## Professional Services

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

We realize that IT changes constantly and exponentially. The urgency to build solutions to solve customers' challenges is more acute than ever. Our experts are ready to help The City of Mesa select, deploy, and manage the very best software and hardware our partners have to offer, complemented with a growing portfolio of SHI consultancy and managed services. In fact, we now have specific, technical expertise around our entire portfolio, ensuring we can meet all your IT needs.

Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimal for a customer's specific environment. We work together with our customers during the strategy and solution design phases of a project and assist with deliberate planning, assessments, whiteboarding, proofs of concept, and obtaining demo units. SHI sees our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology and thereby maximize the value of their investment.

The chart below represents SHI's robust Professional Services portfolio.

SHI continues to fine-tune our processes and services and our catalog of products continues to grow and change in response to technological demands and customer needs. Our commitment as a company is to develop long-

term relationships with our customers, and as such, SHI puts a strong focus on doing what is right for the customer first and foremost.

*Question 2: Please describe any local diversity program(s) or partnership your firm currently have in place.*

**SHI Response:**

Diversity initiatives impact everything we do, including recruitment and selection; compensation and benefits; professional development; training; promotions; social programs; and a work environment built on gender and diversity equity to enforce:

- Respectful communication and cooperation between all employees
- Teamwork and employee participation
- Employer and employee participation to the communities we serve to promote a greater understanding and respect.

SHI's Diversity, Equity, and Inclusion (DEI) initiatives are comprised of:

SHI is a family-oriented organization that recognizes the value of teamwork and dedication. Throughout each year SHI employees demonstrate the power of teamwork on a wider scale by participating in various company sports,

community fund-raisers, clubs, and organizations. In addition to these club activities, SHI and its employees have created the following Employee Resource Groups to bolster our sense of community and belonging and celebrate our diverse backgrounds.

## Amplifying Diverse Voices

At SHI, "Amplifying Voices" is more than just a phrase, it's a commitment to creating platforms for individuals who traditionally may not have had the opportunity to express their ideas and emotions in certain spaces. We believe that every voice matters and that diverse perspectives can lead to innovative solutions and a more inclusive environment. SHI features events such as blogs, podcasts, and panels to address these significant subjects. Through these efforts, we aim to promote diversity of thought, foster a culture of inclusion, and ensure that every voice within our community is heard. By amplifying these voices, we believe we can make a positive impact on our organization and society.

## WiSH

The Women in SHI initiative (WiSH) mission is to connect and celebrate the diversity of women in technology. Our goal is to provide events and different forums throughout the year that inspire, empower — and encourage collaboration — among all SHI employees.

Throughout the year, WiSH, and our industry partners sponsor a series of events for our customers. Bringing together accomplished IT leaders, these events cover various topics from empowerment in the workplace to overcoming adversity.

Fostering a workplace built on diversity, inclusion, and equality is at the core of WiSH. Throughout the year, WiSH provides several resources built upon these values. Resources include partner events, community engagement activities, and company-wide newsletters — covering topics from health and well-being to career advancement. Advancing gender equity through the forging of meaningful connections is vital in achieving SHI's overall business objectives:

The mission of WiSH is felt well outside our office doors. The WiSH network is comprised of SHI partners and customers in the industry who are committed to diversity and inclusion. We are always looking for organizations who share similar like-minded values to become involved with WiSH.

> We're grateful that women at SHI and across the industry view us as an ally in their careers and their desire for work-life balance.
>
> The heart of SHI has always been our employees, and so we take special care to ensure they have the time, space and opportunities to grow and succeed over a long career with SHI.
>
> **Thai Lee**
> President and CEO of SHI

## Women in Technology Panels

SHI presents panel discussions with technology leaders who provide insight into their experiences, both as women and advocates for women in technology.

Topics include:

- Breaking down workplace barriers;
- Education and training;
- And promoting women in technical (Engineering, Networking, Development) or technical leadership (Management) roles.

## Webinars

Inclusive leadership is essential for becoming and remaining an employer of choice. SHI provides live, online presentations throughout the year that focus on positive messages and inspirational people that make SHI a clear leader and proponent of DEI.

Recent examples of our webinars focusing on diversity include:

- **International Women's Day** — A fireside chat with SHI's President and CEO, Thai Lee, in honor of International Women's Day. This event is a part of our Women in SHI initiative, also known as WiSH. We brought an inspiring and insightful session directly to our employees. International Women's Day, March 8th, is a global day celebrating women's social, economic, cultural, and political achievements. The day also marks a call to action for accelerating women's equality. SHI is participating in the 2021 theme: Choose to Challenge.
- **Inspiring Diversity in Tech with Microsoft's DigiGirlz** — Experiencing mixed reality with the Hololens and analyzing photos with machine learning were just two of the activities at Microsoft's recent DigiGirlz event, which more than 40 eighth and ninth-grade girls attended. SHI has always been committed to diversity in technology, and sponsoring the event was another way for us to bring that commitment to life. Though we already lead by example (SHI is America's largest Minority and Woman-Owned Business Enterprise), we were thrilled when Microsoft asked us to be a part of this event and inspire the next generation to consider a career in shaping the future of technology. Microsoft representatives welcomed the students by stressing how instrumental diversity is to innovation in the IT industry. The students then took part in three breakout sessions, immersing themselves in different aspects of the industry.
- **Doing Business with Asia (International Webinar)** — Presented to over 85 woman-owned businesses in Asia and Australia on how SHI aligns business strategy and goals to become a global supplier for our customers. Focusing on topics such as understanding your customer's landscape, knowing your business from top to bottom, and committing to ethical business practices, SHI highlighted key principles of our dedication to customers at the center of our business.

## Inclusive Communication

In early 2021, hate crimes against Asian Americans and Pacific Islanders (AAPI) in the United States have risen dramatically. SHI International Corp. stands united with others to stop the injustice brought against AAPI. SHI communicates with our employees to support or donate to organizations, if able, to show their solidarity for the AAPI community, especially women who may be even more affected by these physical attacks. We provide support and a safe space to have an open dialogue about these difficult topics.

## Celebrating Inclusion on a Monthly Basis

SHI embraces the contributions of all diverse groups to our country and company throughout the year. Examples include: Black History, Asian American and Pacific Islander Heritage, Pride, and Hispanic Heritage. Webinars, panels, events, and interviews from SHI employees focus on providing a voice where there may not have existed and the community's overall achievement.

## Community Outreach

SHI's Community Service Club meets monthly to discuss project ideas and status. SHI employees are also encouraged to give and volunteer their time outside of normal business hours. Our employees are very generous and committed to helping their community in many ways, such as:

- Participating in blood drives with the American Red Cross
- Connecting with fellow parents discussing topics such as dealing with COVID 19 and sending your daughters and sons off to college at SHI's Parent's Day.

- Celebrating our daughters and sons during Bring your Kids to Work Day
- An opportunity for SHI employees to recognize and thank volunteers (like themselves) who lend their time, talent, voice, and support to causes they care about during National Volunteer Week.
- Building homes with Habitat for Humanity
- Robert Wood Johnson Give Back Night, a volunteer organization that raises funds for the hospital through various events and activities.
- Raising funds for St. Jude Children's Research Hospital
- Gathering used clothing, shoes, bags, and coats for World of Hope Clothing Recycling
- Bake sales for the Leukemia and Lymphoma Society
- Working in soup kitchens
- Donating and participating in food and toy drives
- Customer facing events

## Corporate Social Responsibility (CSR)

Both Corporate Social Responsibility (CSR) and DEI reach out to traditionally disenfranchised communities and work jointly to improve business challenges. CSR and DEI also have the expertise in helping the business to recognize current, broader definitions of marketplace success. Together, they imagine a community accepting comprehensive profitable benefits with more social inclusion.

DEI might focus more on recruitment and leadership, and CSR might focus more on community empowerment. But these are just different methods of achieving the same thing. SHI's goal is to combine the best of both worlds by increasing the collaboration levels between CSR and DEI, so they work more harmoniously and gain a better understanding of each other's visions. Examples of SHI's commitment to CSR include:

### Rutgers University / SHI Stadium

SHI has a partnership with Rutgers University — The State University of New Jersey. The Scarlet Knights Football and Lacrosse stadium has been known as SHI Stadium since 2018. This partnership allows SHI to increase more effective diversity recruiting within Rutgers and other Big Ten schools. More than 350 SHI employees are Rutgers graduates.

## Fundraising

- **Rutgers Giving Day** — SHI is also involved in various fundraising activities with Rutgers. One of which is a day-long giving event. Timed challenges throughout the day and matching gifts will help inspire Rutgers alumni, faculty, staff, students, and friends to participate.
- **Scarlet Brick Walk** — SHI's Rutgers graduates are represented on the Rutgers Athletics Class of '56 Scarlet Brick Walk outside of SHI Stadium. SHI is part of the great Rutgers tradition while also supporting the Rutgers Scarlet Knight Student Athletes.

## Other Events

- **International Women's Day** — Celebrating women's achievements and increasing visibility while calling out inequality.
- **SHI Charity Tournament** — Presented by the American Heart Association and UGC Events (esports). Whereas traditional sports segregate players by physical traits and gender or require students to "make the team" to play, esports welcome participants of every ability level to hone their skills against equally matched competitors.
- **Earth Day** — Demonstrating support for environmental protection.
- **Mental Health Awareness** — Observed with media, local events, and film screenings.
- **Breast Cancer Awareness** — Raising awareness and reducing the stigma of breast cancer through education on symptoms and treatment.
- **The Texas Conference for Women Sponsorship** — Providing connections, motivation, networking, inspiration, and skill-building for thousands of Texas women each year.
- **International Men's Day** — Recognizing and celebrating the cultural, political, and socioeconomic achievements of men.

## DEI Training

SHI has rolled out online training modules for employees on our in-house training system to increase employees' awareness and enable productive and honest conversations on sensitive subjects. These training modules are required for every employee and must be completed by a respective date.

Our training is designed to allow SHI employees to "step into someone else's shoes" with different identities and learn about how others can experience the same workplace in very different ways. Courses will teach them what they can do to support diversity and inclusion in their workplace and cover proactively:

- **Unconscious Bias —** This course helps you to understand your own biases so you can identify them when making decisions and prevent yourself from making decisions based on biased views.
- **Leading Inclusive Teams —** Learn how to create a shared understanding of how inclusion is important for your team by promoting engagement and morale.

# Employee Investment

## Equal Employment Opportunity

At SHI, we are committed to providing an environment of mutual respect where equal employment opportunities are available to all applicants and teammates. Our most important asset is the diverse group of employees who make up our SHI community. We acknowledge and support the collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees bring to SHI.

Our employees' investment in their work represents a significant part of our culture, reputation, and SHI's longstanding history of achievement through inclusion and harmonious teamwork. We at SHI embrace and encourage all employee differences that make them unique.

In support of these efforts, SHI recruiters attend diversity career fairs, and SHI engages with hiring partners/vendors that promote diversity and inclusion (e.g., Monster). SHI.com and SHI's Glassdoor pages have content devoted to diverse hiring and a diverse workforce.

As an equal opportunity employer, we comply with the law without regard to race, color, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), national origin, age, physical and mental disability, marital status, sexual orientation, gender identity, gender expression, genetic information (including characteristics and testing), military and veteran status, and any other characteristic protected by applicable law. SHI believes that diversity and inclusion among our teammates are critical to our success as a global company. We seek to recruit, develop, and retain the most talented people from a diverse candidate pool.

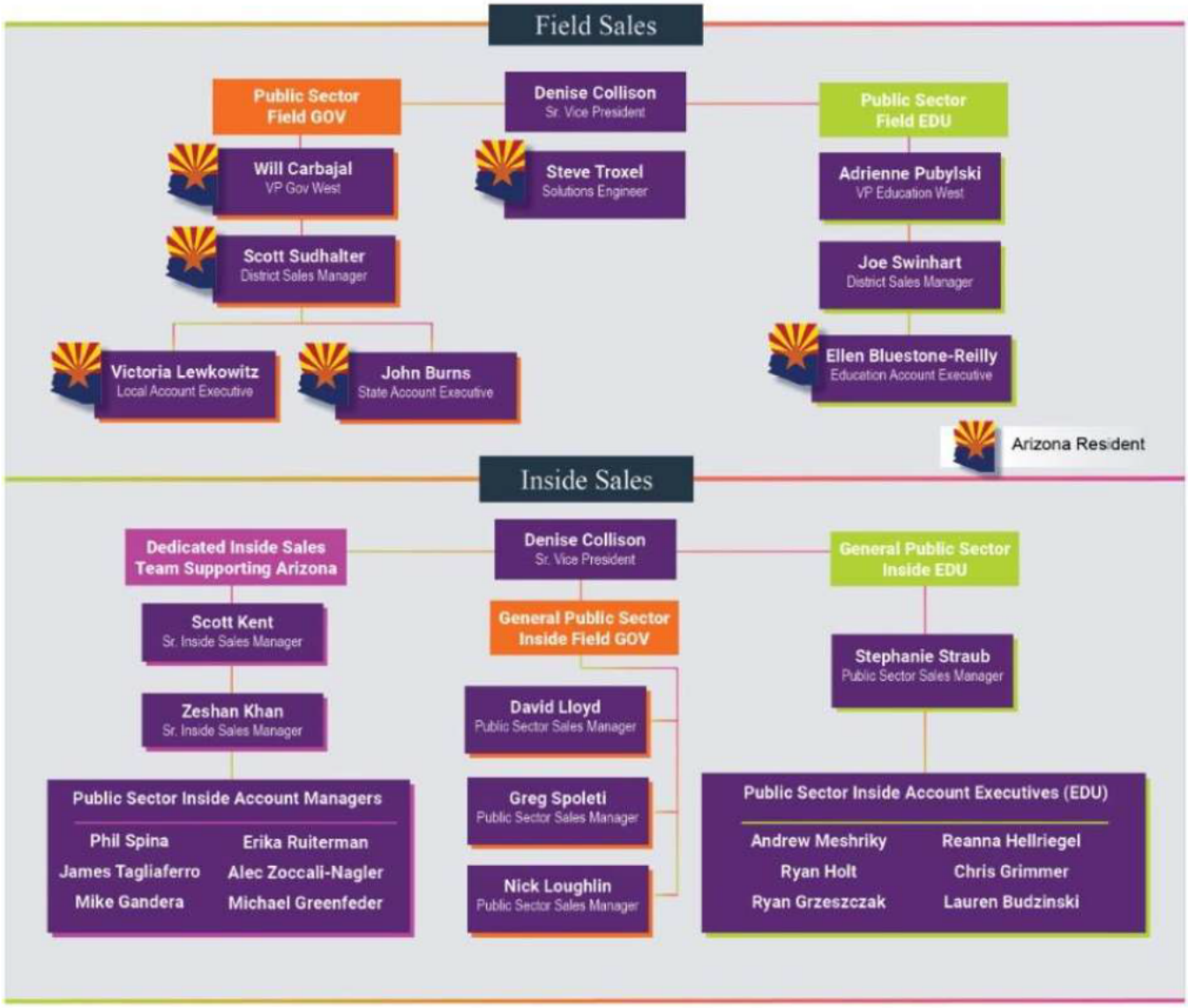
Diversity, equal employment opportunity, and affirmative action provide a strong foundation for SHI's efforts to achieve a fair and inclusive workplace. We welcome you to contact SHI for our full Affirmative Action / EEO plan.

*Question 13D: 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?*

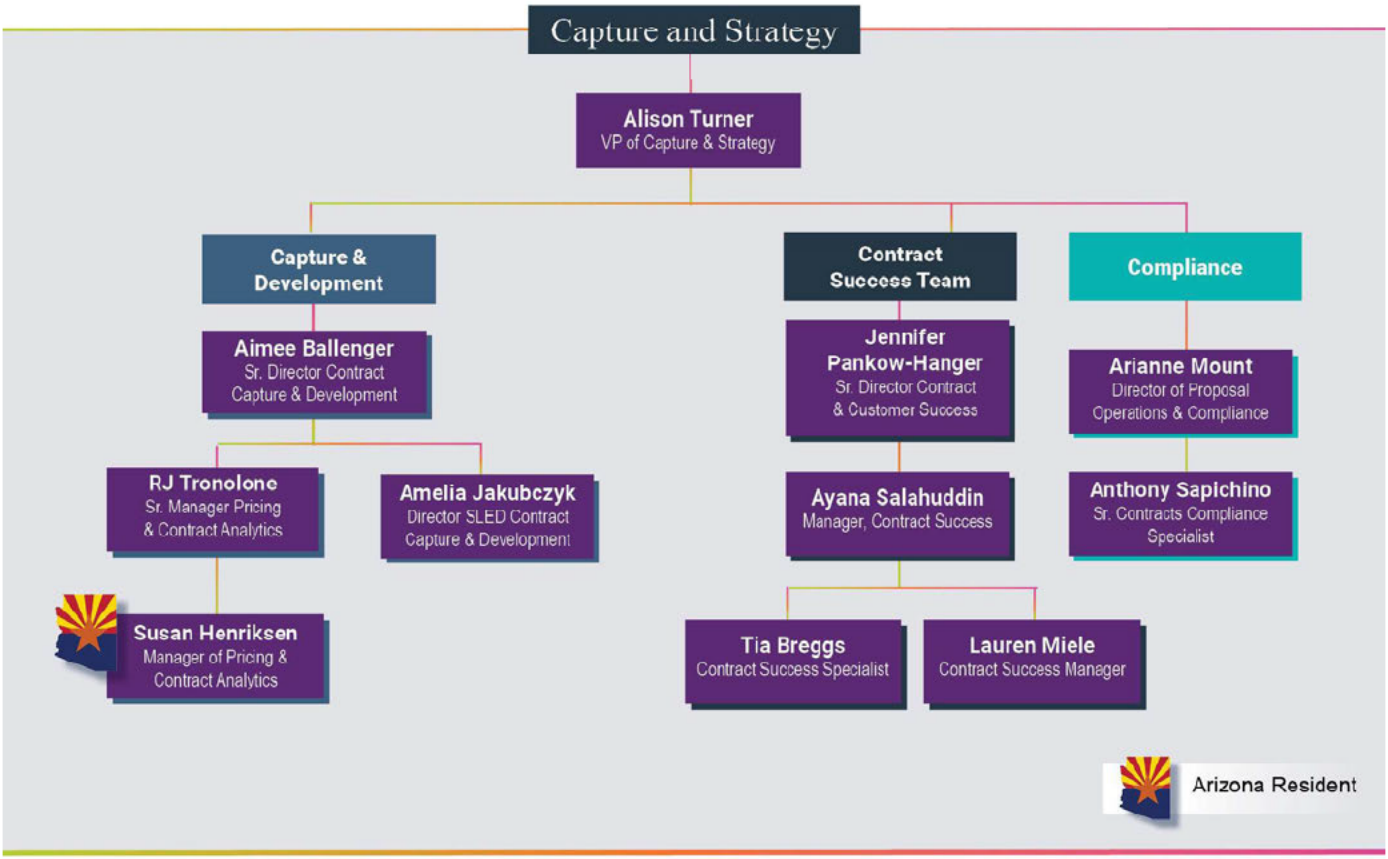
**SHI Response:**

Please see our organizational charts below for SHI's dedicated Arizona teams.

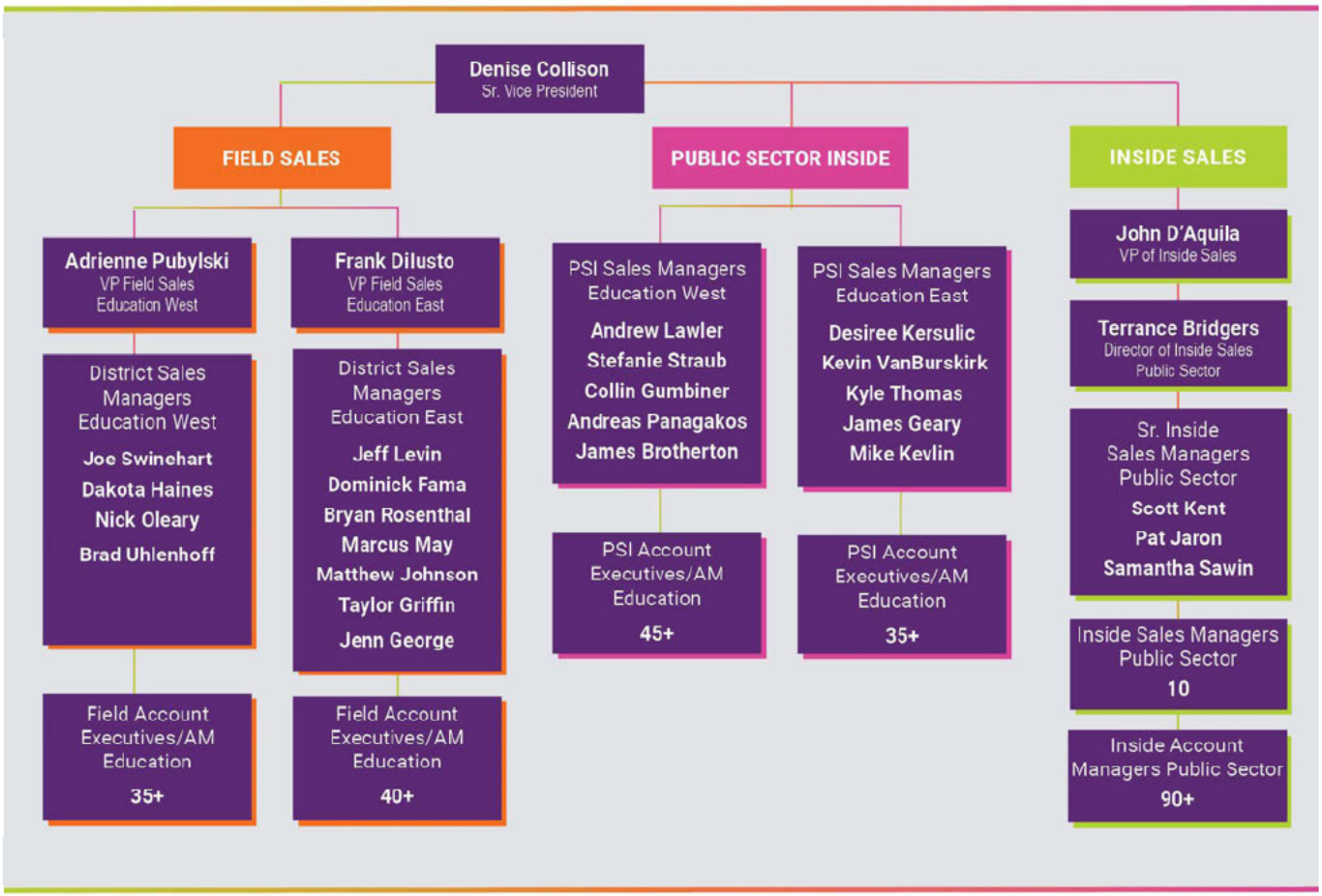
# Arizona Team



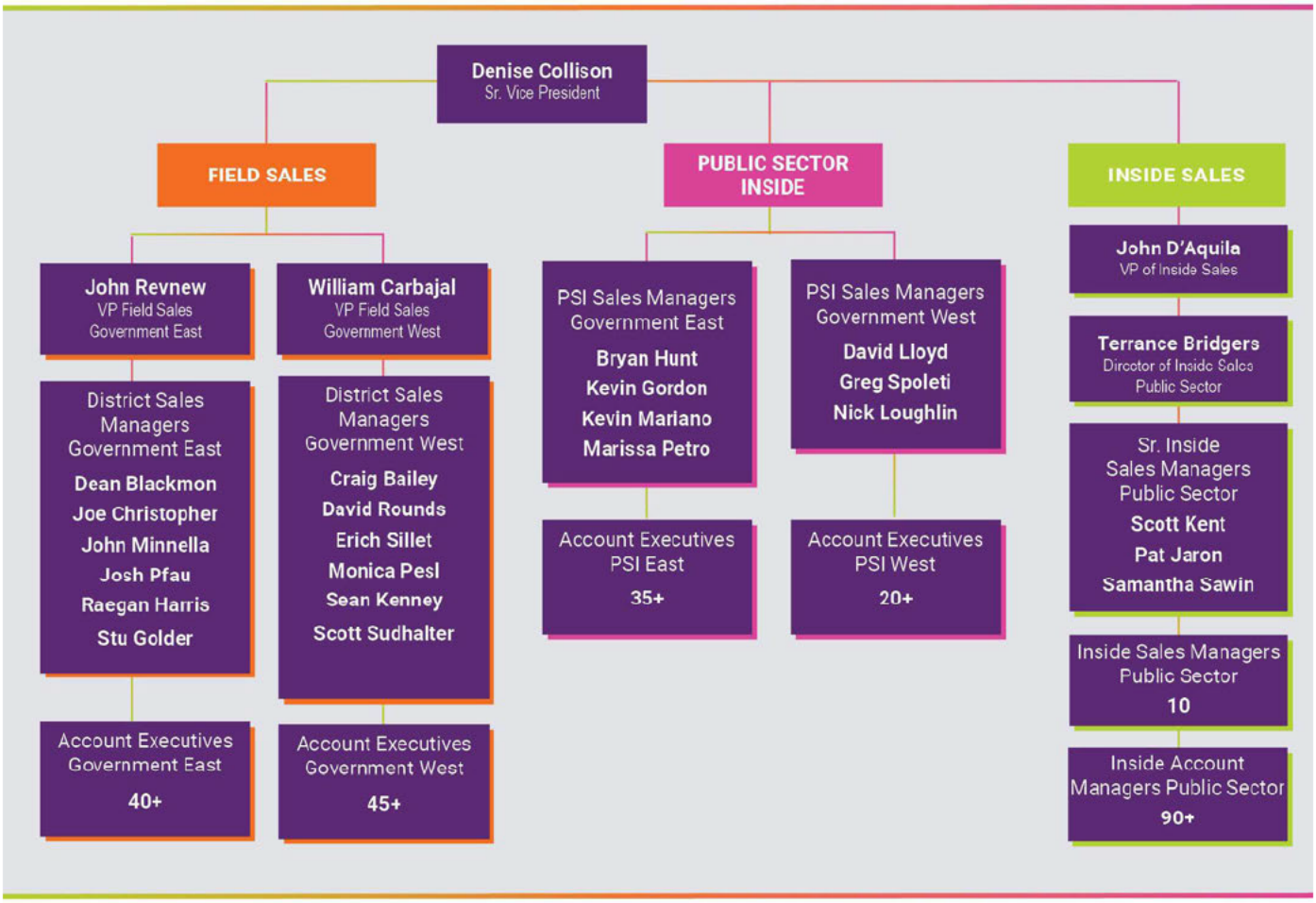
# Arizona Team



# SHI – City of Mesa
# Education Team Organization



# SHI – City of Mesa
# Government Team Organization



*Question 13F: How are problems resolved?*

**SHI Response:**

## EDU General Field/Inside Escalation Path

| INSIDE ACCOUNT MANAGERS | INSIDE SALES MANAGER | ACCOUNT EXECUTIVE | DISTRICT MANAGER | SALES VICE PRESIDENT | SR. SALES VICE PRESIDENT |
|---|---|---|---|---|---|
| Nicholas Smith<br>Nicholas_Smith@shi.com<br>732-564-8083<br><br>Ray Stiso<br>Ray_Stiso@shi.com<br>732-652-7629 | Jacob Adams<br>Jacob_Adams@shi.com<br>732-652-6374 | Ellen Bluestone Reilly<br>Ellen_Bluestone_Reilly@shi.com<br>602-820-5888 | Joe Swinehart<br>Joe_Swinehart@shi.com<br>512-676-2499 | Adrienne Pubylski<br>Adrienne_Pubylski@shi.com<br>512-732-8022 | Denise Collison<br>Denise_Collison@shi.com<br>732-868-6182 |

## GOV General Field/Inside Escalation Path

| INSIDE ACCOUNT MANAGERS | INSIDE SALES MANAGER | ACCOUNT EXECUTIVE | DISTRICT MANAGER | SALES VICE PRESIDENT | SR. SALES VICE PRESIDENT |
|---|---|---|---|---|---|
| Nick Loughlin<br>Nick_Loughlin@shi.com<br>732-564-8543<br><br>Greg Spoleti<br>Greg_Spoleti@shi.com<br>732-652-3083<br><br>David Lloyd<br>David_Lloyd@shi.com<br>732-652-7652 | Zeshan Khan<br>Zeshan_Khan@shi.com<br>732-667-2780 | Victoria Lewkowitz<br>Victoria_Lewkowitz@shi.com<br>650-483-9333<br><br>John Burns<br>John_Burns@shi.com<br>314-303-6969 | Scott Sudhalter<br>Scott_Sudhalter@shi.com<br>602-350-6222 | Will Carbajal<br>Will_Carbajal@shi.com<br>480-250-6292 | Denise Collison<br>Denise_Collison@shi.com<br>732-868-6182 |

*Question13J: Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.*

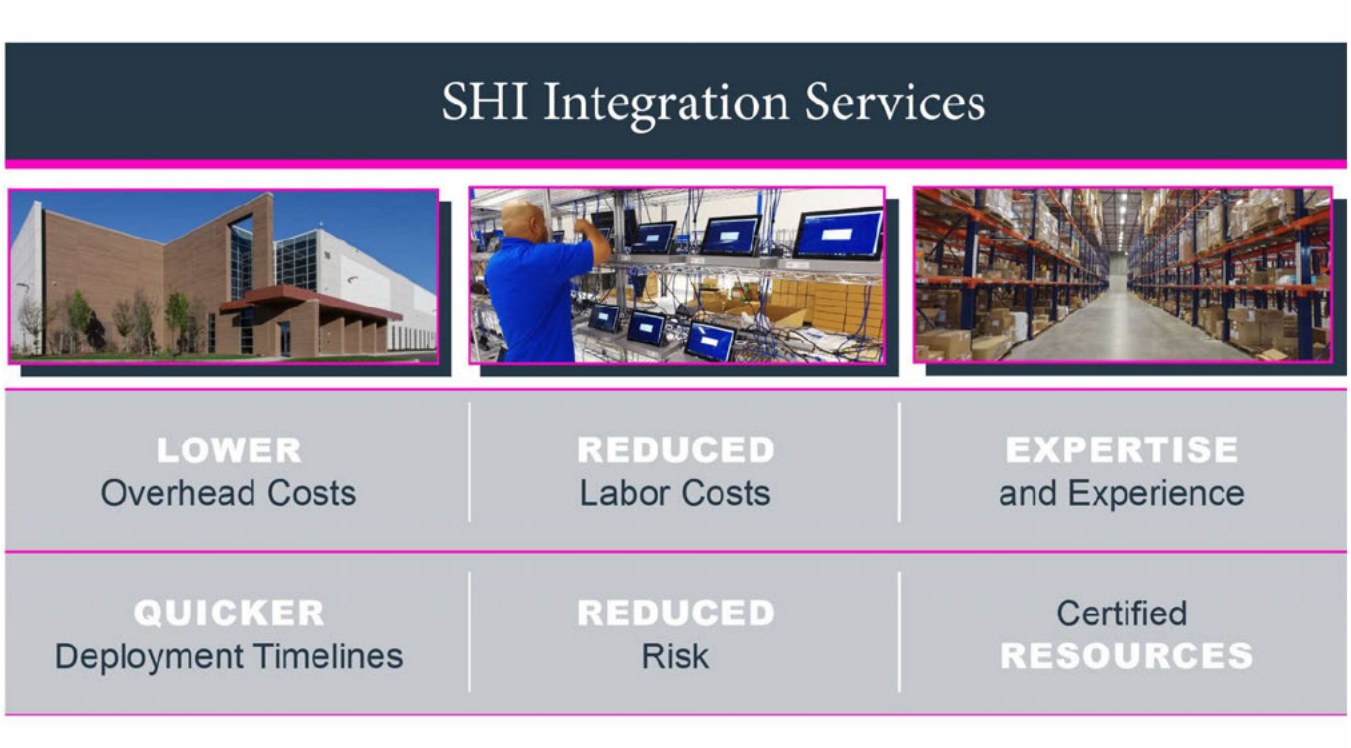
**SHI Response:**

SHI's inventory management services securely store inventory in our 350,000 square foot Knox warehouse and configuration center, allowing SHI to pre-configure devices for rapid deployment. Our customers have access and visibility to the right products at the right time—without the headache of having to manage it yourself.

With SHI's practice of Just in Time (JIT) Inventory Management, we work with your organization to develop a customized inventory plan for your specific needs. Each plan we create ensures that necessary items are available and ready to be deployed for all stages of the project timeline. We work with customers to develop a plan that is customized to their specific project needs to ensure a successful implementation.

SHI can stock standard products for configuration and integration for 60 days for no additional fee. Items held over 60 days are subject to a stocking fee, however, SHI works with our customers to structure a roll-out schedule that maintains a monthly pool of stock that is replenished every 60 days.

SHI has provided software and hardware integration services for more than 20 years to global enterprises, mid-market organizations, and state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities: Knox (end user compute) and Ridge (data center)—created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.




Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. We provide effective answers at every step of the way and for every size of deployment. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

### Knox Warehouse and Configuration Center

The Knox warehouse and configuration center is used for advanced systems and provides custom configured, ready-to-ship machines. Our 305,000 square foot facility is static-free, climate controlled, and protected by the highest level of both physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide for a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow process to image and configure up to 3,500 systems a day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide for minimum turnaround time.

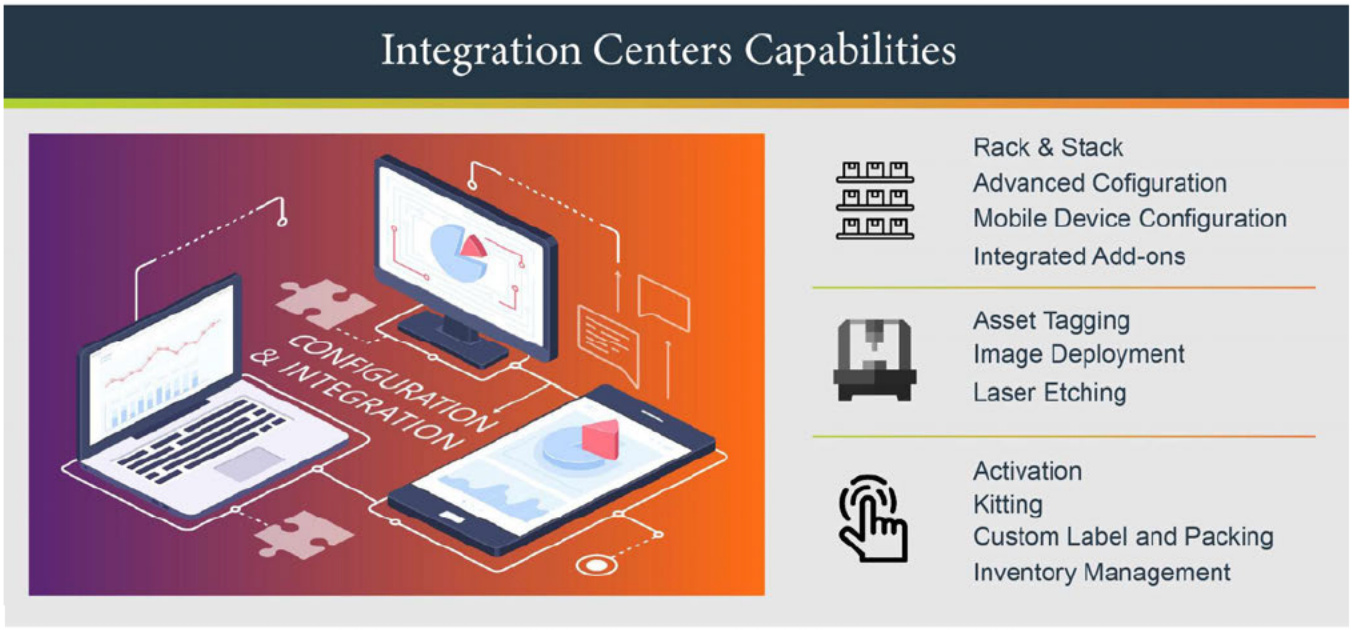
### Ridge Integration Data Center

The Ridge integration center is staffed by a team of 140 employees and helps expand SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

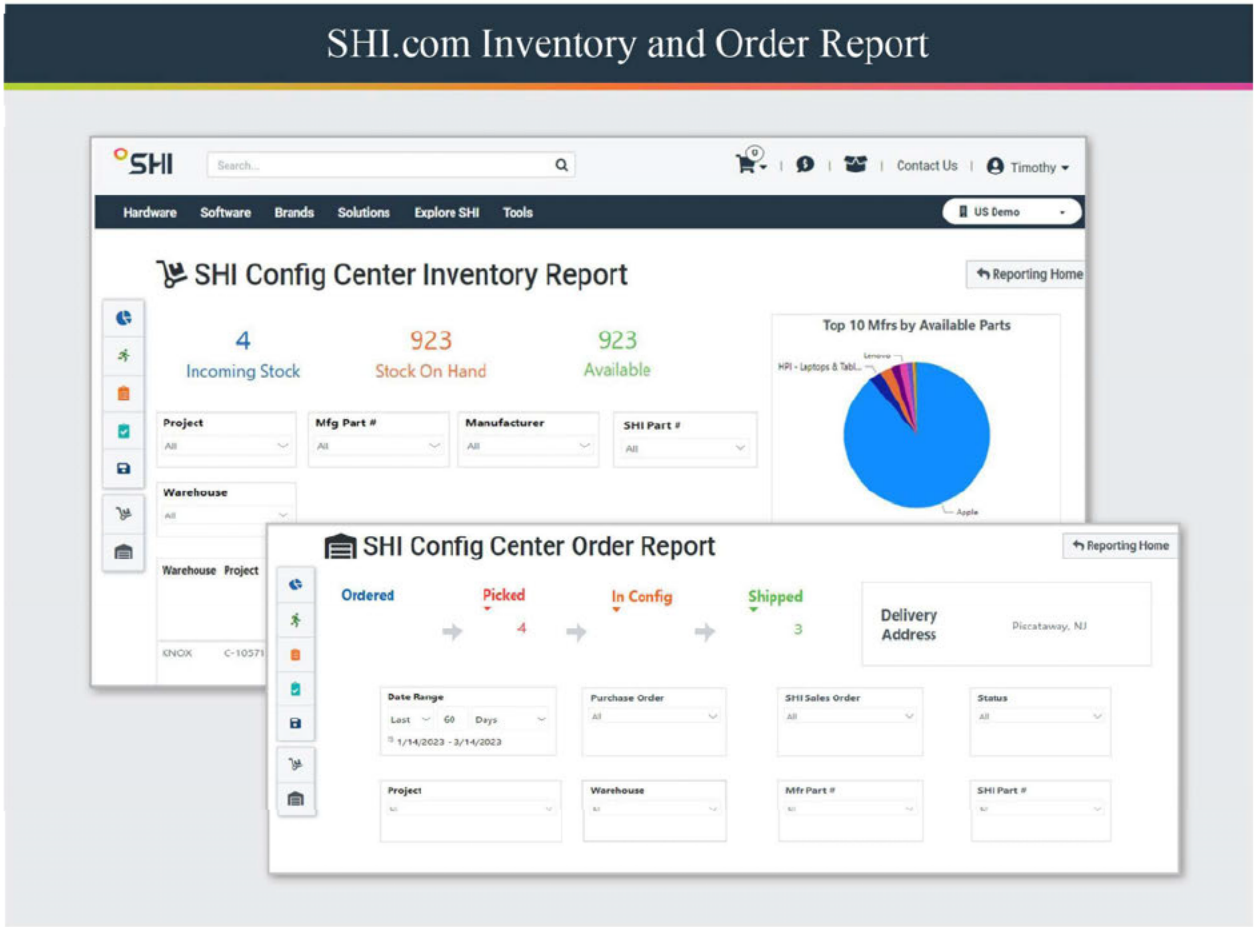
The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual customer build requirements into our quality control platform for custom documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

As seen in the graphic below, the IDCS team can offer a variety of support prior to delivery.




Additionally, upon receipt, SHI stocks items into inventory under a unique SHI item number and product variant, allowing SHI to segregate inventory specific to projects and customers for a particular use rather than general availability or consumption. Customers can check their remaining inventory via SHI.com.




*Question 19: Please explain your firm's process in assisting agencies with identifying software solutions providers. Response should include how your team will assist agencies identify their business needs, determine which business partners can meet the identified business needs and services required. Services could include solution analysis, configuration, Implementation, installation, training and maintenance and support services.*

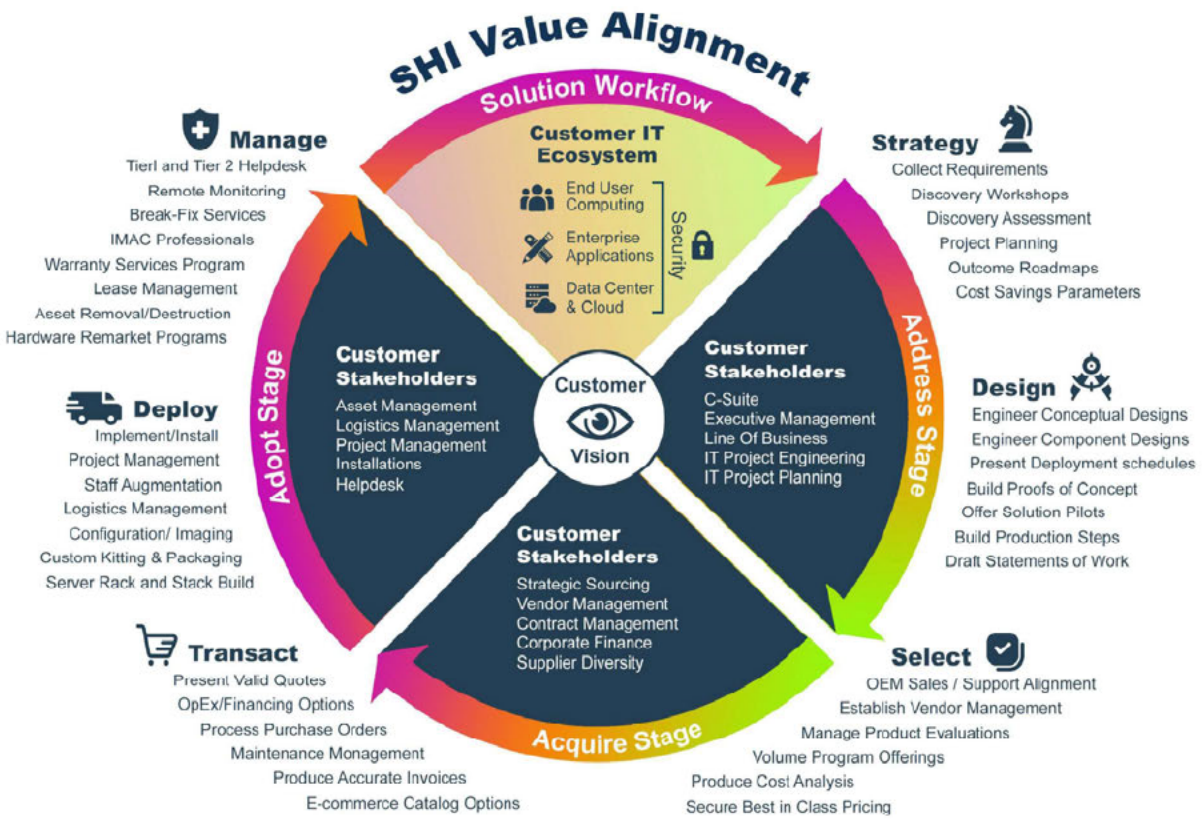
**SHI Response:**

We pride ourselves on our customer-centered focus and our ability to facilitate technology solutions, services, and hardware and software products for a diverse client base.

We realize that IT changes constantly and exponentially. Although there is still a need for basic commodities, the urgency to build solutions that will solve customers' challenges is more acute than ever. In response to this urgency, and working within our customer-centric foundation, we reorganized our teams to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we can meet all your IT needs.

Because our support teams are vendor-neutral, they can use their breadth of experience to help tailor solutions that will be optimal for a customers' specific ecosystem. We engage our customers during the strategy and design phases of a project and assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations at this point in the process leads to optimized project results and cost savings.

Our value remains tangible in every component we offer from strategy to solution design, evaluation and selection to procurement, and deployment to support. Below, we present our solution workflow to demonstrate what we do and how we support our customers' vision throughout each step of the process.




In synchrony with other support teams, SHI's Advanced Solutions Group (ASG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ASG's goal is to help our customers execute their mission and educate end-users by getting the right technology to the right people at the right time.

In using this solution workflow methodology, we have complete understanding of the project lifecycle (from acquisition of assets to end-of-life and refresh). We address customer business needs, help them acquire the appropriate technology, and follow through to make sure that the technology customers purchased is implemented successfully.

To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning.

# TAB E – PROPOSAL PRICE INFORMATION

Please see attached excel sheets for full pricing information.

# TAB F – OMNIA PARTNERS DOCUMENTS AND REQUIRED RESPONSE FORMS

*1.1 Company*

*A. Brief history and description of Supplier to include experience providing similar products and services.*

**SHI Response:**

### Empowering Transformation Through Technology Since 1989: Introducing SHI International

Since launching out of a small New Jersey office in 1989, SHI International Corp. (SHI) has matured into a global force of technology enablement. Founded by current President and CEO Thai Lee and Leo Koguan, SHI began as a nimble regional software reseller. Now as the largest minority woman owned business in the United States, SHI offers over 6,000 specialists worldwide helping empower digital change within over 17,000 organizations.

As a privately owned company, SHI has achieved steady year-on-year growth organically, extending our worldwide presence and comprehensive capabilities while maintaining our approachable appeal. Even with significant operations now spread across the U.S., Europe, and beyond, SHI continues to provide friendly customer service reminiscent of our small business roots.

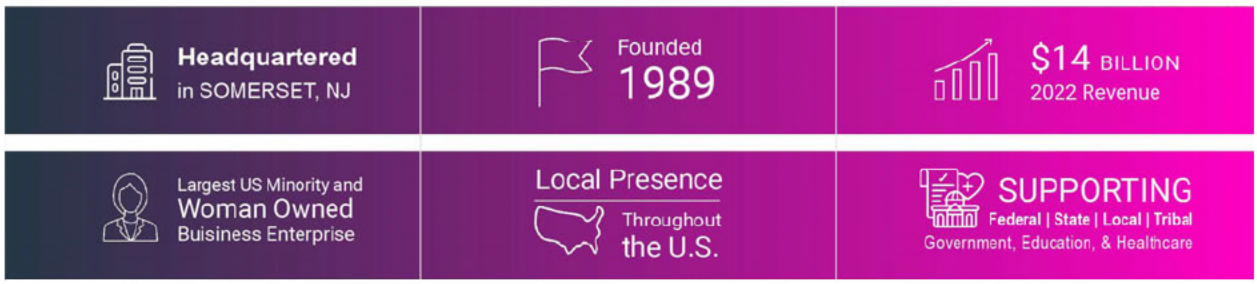
We have proudly served our public sector customers since 1994. As we reinvest in and grow our staff, we have developed teams dedicated specifically to our public sector customers who have real life experience serving government, K-12, higher education, and healthcare entities. Our goal is to provide our public sectors customers with the technology solutions to solve tomorrow's problems, so that they can best serve their communities.

### "Delivering exceptional value and experience."

Our mission statement, established by SHI three decades ago, remains the guiding principle behind everyday decisions, both major and minor. Our commitment remains unwavering, from addressing current requirements to designing future innovations.

SHI offers dependable scalability and approachable service, honed over 30 years of adapting to evolving technologies and understanding long-term customer needs.

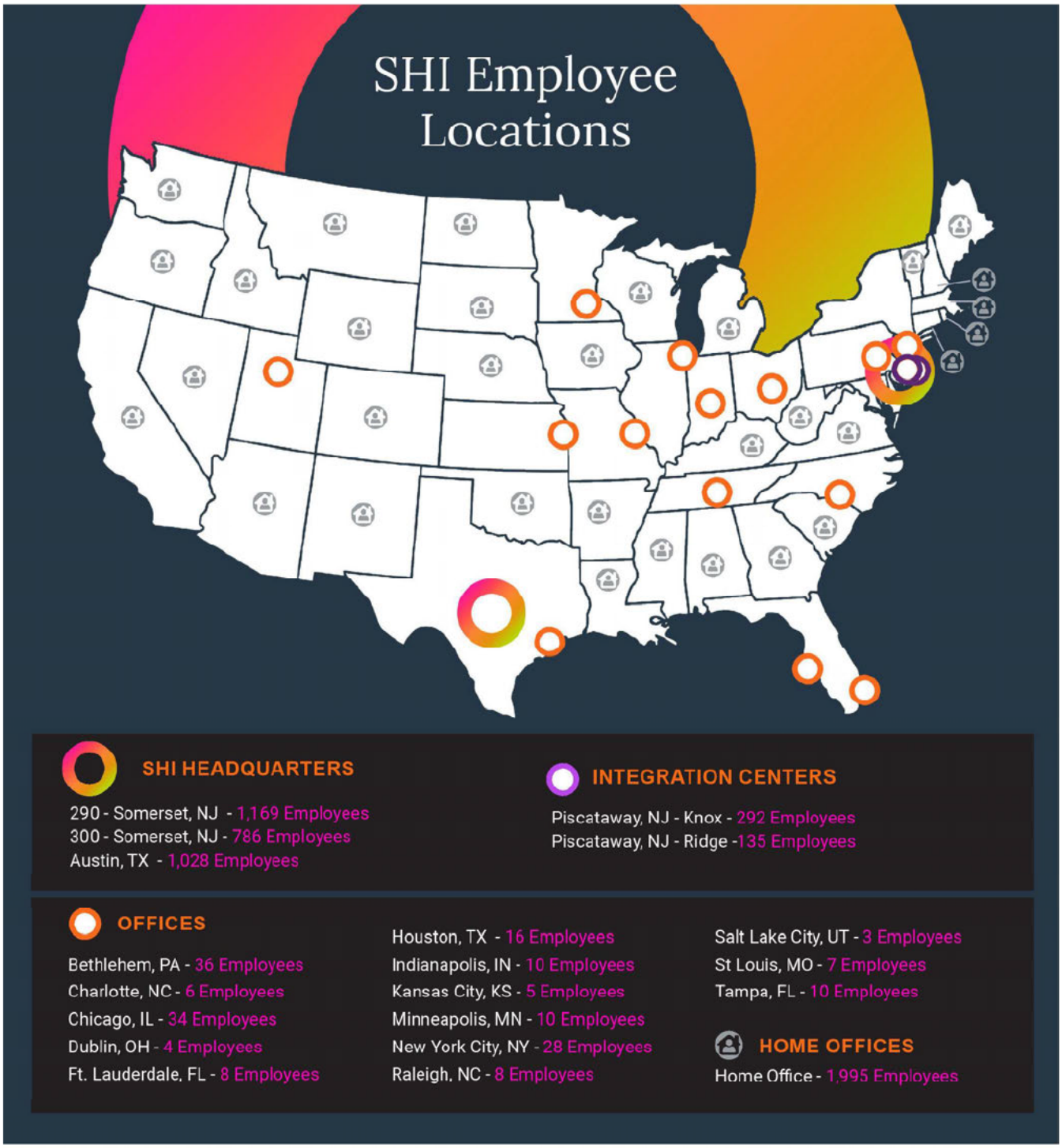
SHI at a Glance



*B. Total number and location of salespersons employed by Supplier.*

**SHI Response:**

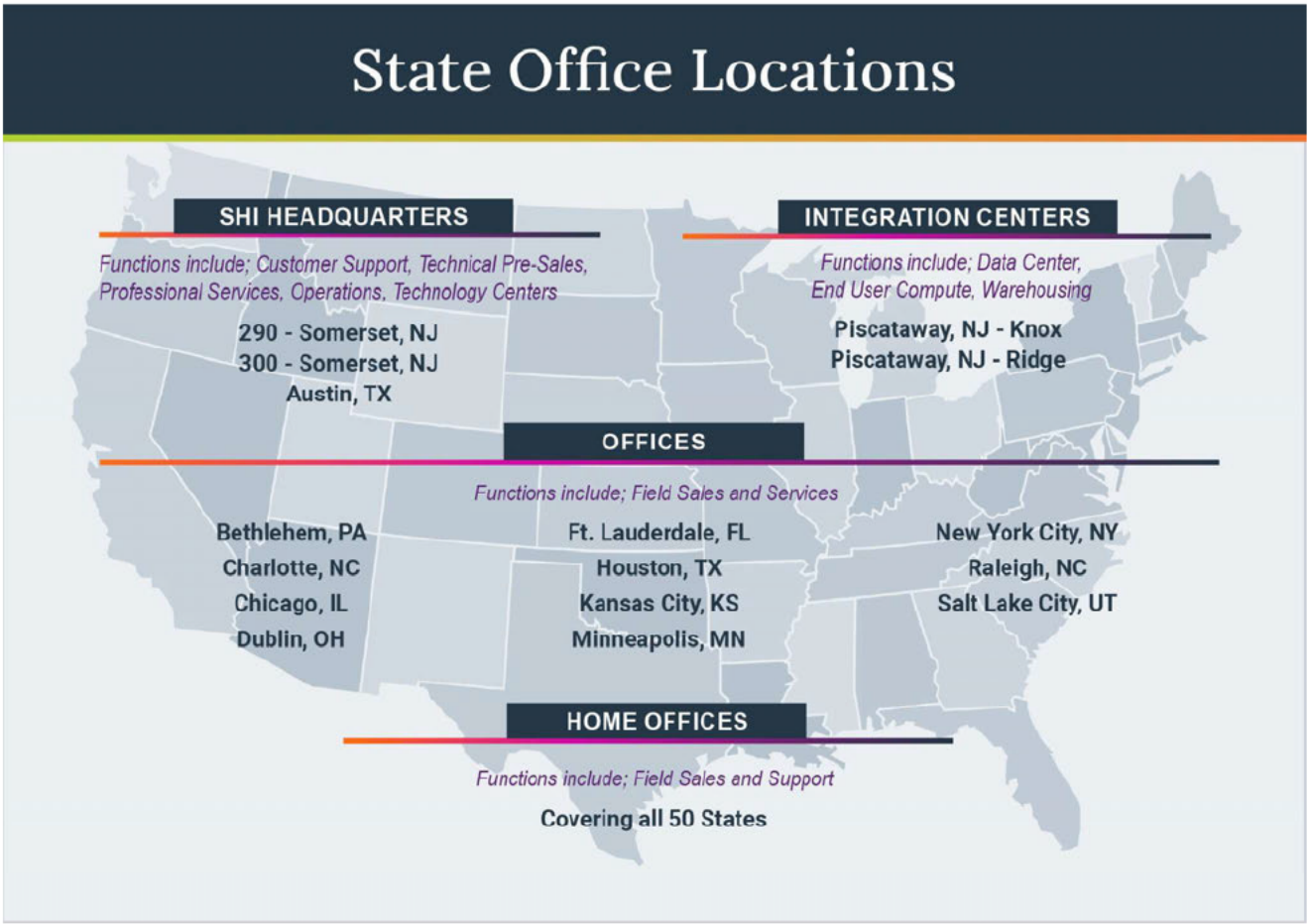
SHI is a global company and employs over 1500 salespeople. Within our Public Sector Sales organization, we employ over 250 salespeople.



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

**SHI Response:**

SHI supports clients from its Somerset, N.J. world headquarters and more than 30 global offices throughout the US, Canada, the UK, Ireland, France, the Netherlands, Australia, Hong Kong, and Singapore. SHI's goal is to



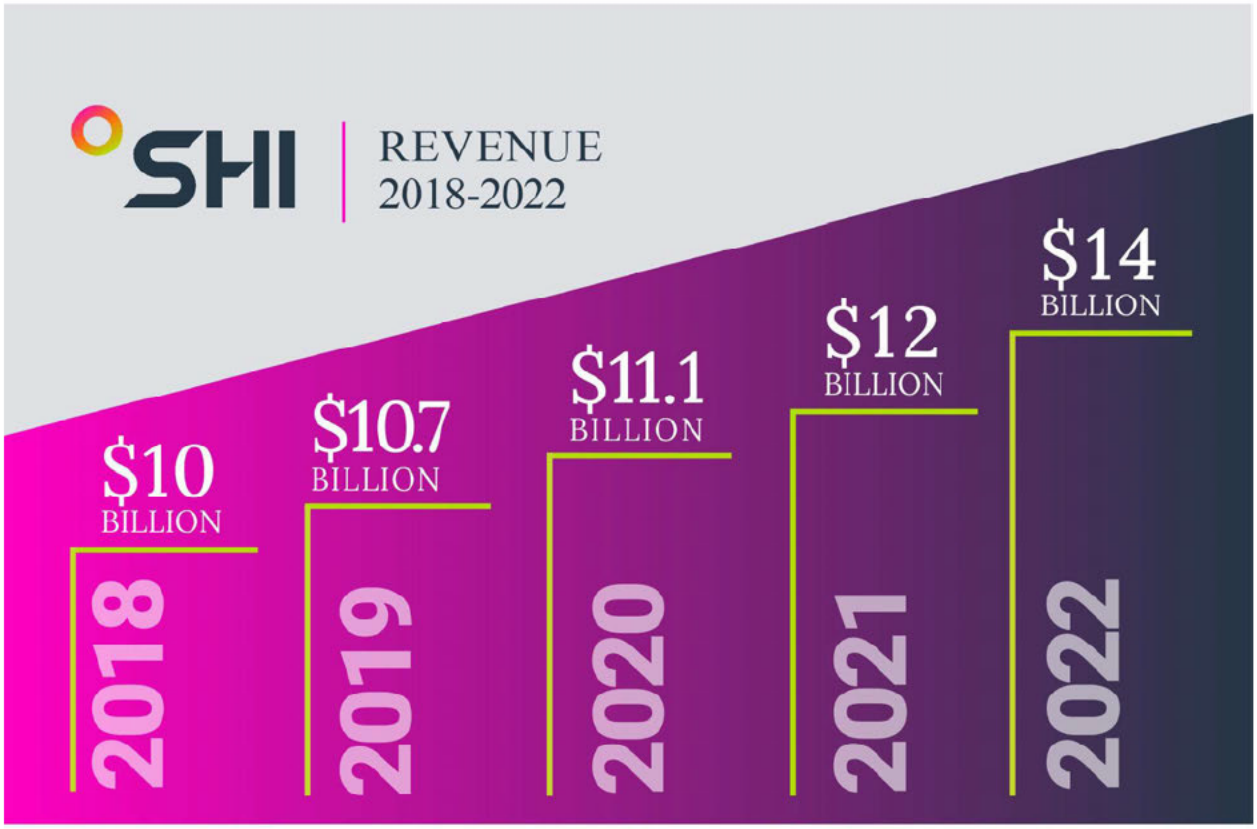

foster long-term, mutually beneficial relationships with its customers and partners daily. SHI's strategic footprint grants global scale and local reach, allowing us to be both responsive and proactive when delivering a complete solution to our customers. As a privately-owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI is a $14 billion company with over 6,000 employees.

*D. Annual sales for the three previous fiscal years.*

**SHI response:**

SHI has a financially stable and robust business model that has proven itself over time. We are privately owned, operate with no debt, and have remained under the same ownership since our inception in 1989. SHI has been profitable every month, every quarter, and every year of our existence. When many companies are downsizing or even closing their doors, SHI remains financially sound and profitable. We continue to grow by diversifying our product and service offerings, increasing regional offices, and expanding our sales and internal support structure. With over $14 billion in annual revenue in 2022, the City of Mesa should have peace of mind in knowing SHI can

support your needs both today and well into the future. Please see the chart below for SHI's gross annual sales for the prior 5 years.



*a. Submit FEIN and Dunn & Bradstreet report.*

**SHI Response:**

SHI's FEIN is 22-3009648 and we have a 5A3 D&B rating. Please see our Dunn & Bradstreet report attached separately.

*E. Describe any green or environmental initiatives or policies.*

**SHI Response**

SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a

sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. We have achieved ISO 14001 environmental management accreditations for our UK integration center (Nexus) and are seeking the same accreditations in the US. Moreover, in 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050.

At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work alongside our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' ESG initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure.

SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being proactive and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include:

- Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices.
- Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains.
- Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers.

SHI's sustainability vision is to operate its business as a responsible environmental citizen committed to managing resources and concern for our environment's well-being. As a reseller and not a manufacturer, SHI is naturally low impact; however, we are always mindful of the environment and work to reduce any damaging effects from our organization while protecting our staff's safety and well-being.

Preserving the environment and fostering a sustainable future are crucial principles of our overall business strategy. Our vision moves to leverage our technical expertise to solve business outcomes while incorporating environmentally friendly initiatives, driving efficiencies to minimize technology, and maximizing our impact towards a greener planet.

SHI intends to achieve our vision through the following initiatives:

- Sustainable Solutions: As a global solutions provider and technology advisor, we are here to help our customers reduce, reuse, and recycle technology assets through our various eco-friendly solutions.
- Securing Green Products: SHI works on our customer's behalf to identify and source products with environmental certifications.
- Resource Usage and Efficiency: With two LEED Gold certified builds, SHI embraces the spirit of these rigorous standards and seeks to consume fewer natural resources, reduce operating costs, and create safe, healthy environments for their occupants.
- Employee Awareness: SHI's employees are at the forefront of achieving our sustainability goals by promoting green products and sustainable solutions to our customers while also understanding their impact on the environment.

**SHI intends to achieve our vision through the following initiatives:**

**Sustainable Solutions**
As a global solutions provider and technology advisor, we are here to help our customers reduce, reuse, and recycle technology assets through our various eco-friendly solutions.

**Securing Green Products**
SHI works on our customer's behalf to identify and source products with environmental certifications.

**Resource Usage and Efficiency**
With two LEED Gold certified builds, SHI embraces the spirit of these rigorous standards and seeks to consume fewer natural resources, reduce operating costs, and create safe, healthy environments for their occupants.

**Employee Awareness**
SHI's employees are at the forefront of achieving our sustainability goals by promoting green products and sustainable solutions to our customers while also understanding their impact on the environment.

When it comes to sustainability, SHI can provide and implement several solutions for your organization, including:

- Asset Recovery: We pick up your old equipment, take inventory of what's still usable and report our findings to you.
- E-Waste Recycling: We hold multiple recycling events around the nation so you can quickly and properly dispose of unwanted devices.
- Hardware Remarket: We put your hardware back on the market if you cannot or choose not to reuse it.
- Asset Disposal: We work with partners worldwide to ensure your old hardware is recycled correctly.
- Hardware Redeployment: We determine if your equipment is eligible for reuse and keep stock in our warehouse that you can redeploy at any time.
- IT Asset Management: We measure, manage, and optimize software and cloud consumption impacts to enable customers to reduce their environmental impact and waste.
- Finance and Leasing: We offer financing and leasing opportunities with industry-leading partners, enabling customers to ethically offset their carbon emissions.
- Cloud and Data Center Solutions: We have the expertise and people to help our customers migrate, optimize, modernize, and manage your cloud.

The business case for using green products cannot be denied. At SHI, we know our actions make a difference. As a leader in the IT industry, we can influence change by putting eco-friendly products and sustainable services at

the forefront of our solutions. We believe accountability can play a positive role in society by working together to drive this change and invite our customers and partners to join us in this endeavor.

*F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.*

**SHI Response:**

Diversity initiatives impact everything we do, including recruitment and selection; compensation and benefits; professional development; training; promotions; social programs; and a work environment built on gender and diversity equity to enforce:

- Respectful communication and cooperation between all employees
- Teamwork and employee participation
- Employer and employee participation to the communities we serve to promote a greater understanding and respect.

SHI's Diversity, Equity, and Inclusion (DEI) initiatives are comprised of:

SHI is a family-oriented organization that recognizes the value of teamwork and dedication. Throughout each year SHI employees demonstrate the power of teamwork on a wider scale by participating in various company sports, community fund-raisers, clubs, and organizations. In addition to these club activities, SHI and its employees have created the following Employee Resource Groups to bolster our sense of community and belonging and celebrate our diverse backgrounds.

## Amplifying Diverse Voices

At SHI, "Amplifying Voices" is more than just a phrase, it's a commitment to creating platforms for individuals who traditionally may not have had the opportunity to express their ideas and emotions in certain spaces. We believe that every voice matters and that diverse perspectives can lead to innovative solutions and a more inclusive environment. SHI features events such as blogs, podcasts, and panels to address these significant subjects. Through these efforts, we aim to promote diversity of thought, foster a culture of inclusion, and ensure that every voice within our community is heard. By amplifying these voices, we believe we can make a positive impact on our organization and society.

## WiSH

The Women in SHI initiative (WiSH) mission is to connect and celebrate the diversity of women in technology. Our goal is to provide events and different forums throughout the year that inspire, empower — and encourage collaboration — among all SHI employees.

Throughout the year, WiSH, and our industry partners sponsor a series of events for our customers. Bringing together accomplished IT leaders, these events cover various topics from empowerment in the workplace to overcoming adversity.

Fostering a workplace built on diversity, inclusion, and equality is at the core of WiSH. Throughout the year, WiSH provides several resources built upon these values. Resources include partner events, community engagement activities, and company-wide newsletters — covering topics from health and well-being to career advancement. Advancing gender equity through the forging of meaningful connections is vital in achieving SHI's overall business objectives:

The mission of WiSH is felt well outside our office doors. The WiSH network is comprised of SHI partners and customers in the industry who are committed to diversity and inclusion. We are always looking for organizations who share similar like-minded values to become involved with WiSH.

> We're grateful that women at SHI and across the industry view us as an ally in their careers and their desire for work-life balance.
>
> The heart of SHI has always been our employees, and so we take special care to ensure they have the time, space and opportunities to grow and succeed over a long career with SHI.
>
> **Thai Lee**
> President and CEO of SHI

## Women in Technology Panels

SHI presents panel discussions with technology leaders who provide insight into their experiences, both as women and advocates for women in technology.

Topics include:

- Breaking down workplace barriers;
- Education and training;
- And promoting women in technical (Engineering, Networking, Development) or technical leadership (Management) roles.

## Webinars

Inclusive leadership is essential for becoming and remaining an employer of choice. SHI provides live, online presentations throughout the year that focus on positive messages and inspirational people that make SHI a clear leader and proponent of DEI.

Recent examples of our webinars focusing on diversity include:

- **International Women's Day** — A fireside chat with SHI's President and CEO, Thai Lee, in honor of International Women's Day. This event is a part of our Women in SHI initiative, also known as WiSH. We brought an inspiring and insightful session directly to our employees. International Women's Day, March 8th, is a global day celebrating women's social, economic, cultural, and political achievements. The day also marks a call to action for accelerating women's equality. SHI is participating in the 2021 theme: Choose to Challenge.
- **Inspiring Diversity in Tech with Microsoft's DigiGirlz** — Experiencing mixed reality with the Hololens and analyzing photos with machine learning were just two of the activities at Microsoft's recent DigiGirlz event, which more than 40 eighth and ninth-grade girls attended. SHI has always been committed to diversity in technology, and sponsoring the event was another way for us to bring that commitment to life. Though we already lead by example (SHI is America's largest Minority and Woman-Owned Business Enterprise), we were thrilled when Microsoft asked us to be a part of this event and inspire the next generation to consider a career in shaping the future of technology. Microsoft representatives welcomed the students by stressing how instrumental diversity is to innovation in the IT industry. The students then took part in three breakout sessions, immersing themselves in different aspects of the industry.
- **Doing Business with Asia (International Webinar)** — Presented to over 85 woman-owned businesses in Asia and Australia on how SHI aligns business strategy and goals to become a global supplier for our customers. Focusing on topics such as understanding your customer's landscape, knowing your business from top to bottom, and committing to ethical business practices, SHI highlighted key principles of our dedication to customers at the center of our business.

## Inclusive Communication

In early 2021, hate crimes against Asian Americans and Pacific Islanders (AAPI) in the United States have risen dramatically. SHI International Corp. stands united with others to stop the injustice brought against AAPI. SHI communicates with our employees to support or donate to organizations, if able, to show their solidarity for the AAPI community, especially women who may be even more affected by these physical attacks. We provide support and a safe space to have an open dialogue about these difficult topics.

## Celebrating Inclusion on a Monthly Basis

SHI embraces the contributions of all diverse groups to our country and company throughout the year. Examples include: Black History, Asian American and Pacific Islander Heritage, Pride, and Hispanic Heritage. Webinars, panels, events, and interviews from SHI employees focus on providing a voice where there may not have existed and the community's overall achievement.

## Community Outreach

SHI's Community Service Club meets monthly to discuss project ideas and status. SHI employees are also encouraged to give and volunteer their time outside of normal business hours. Our employees are very generous and committed to helping their community in many ways, such as:

- Participating in blood drives with the American Red Cross
- Connecting with fellow parents discussing topics such as dealing with COVID 19 and sending your daughters and sons off to college at SHI's Parent's Day.
- Celebrating our daughters and sons during Bring your Kids to Work Day
- An opportunity for SHI employees to recognize and thank volunteers (like themselves) who lend their time, talent, voice, and support to causes they care about during National Volunteer Week.
- Building homes with Habitat for Humanity
- Robert Wood Johnson Give Back Night, a volunteer organization that raises funds for the hospital through various events and activities.
- Raising funds for St. Jude Children's Research Hospital
- Gathering used clothing, shoes, bags, and coats for World of Hope Clothing Recycling
- Bake sales for the Leukemia and Lymphoma Society
- Working in soup kitchens
- Donating and participating in food and toy drives
- Customer facing events

## Corporate Social Responsibility (CSR)

Both Corporate Social Responsibility (CSR) and DEI reach out to traditionally disenfranchised communities and work jointly to improve business challenges. CSR and DEI also have the expertise in helping the business to recognize current, broader definitions of marketplace success. Together, they imagine a community accepting comprehensive profitable benefits with more social inclusion.

DEI might focus more on recruitment and leadership, and CSR might focus more on community empowerment, but these are just different methods of achieving the same thing. SHI's goal is to combine the best of both worlds by increasing the collaboration levels between CSR and DEI, so they work more harmoniously and gain a better understanding of each other's visions. Examples of SHI's commitment to CSR include:

### Rutgers University / SHI Stadium

SHI has a partnership with Rutgers University — The State University of New Jersey. The Scarlet Knights Football and Lacrosse stadium has been known as SHI Stadium since 2018. This partnership allows SHI to increase more effective diversity recruiting within Rutgers and other Big Ten schools. More than 350 SHI employees are Rutgers graduates.

## Fundraising

- **Rutgers Giving Day** — SHI is also involved in various fundraising activities with Rutgers. One of which is a day-long giving event. Timed challenges throughout the day and matching gifts will help inspire Rutgers alumni, faculty, staff, students, and friends to participate.
- **Scarlet Brick Walk** — SHI's Rutgers graduates are represented on the Rutgers Athletics Class of '56 Scarlet Brick Walk outside of SHI Stadium. SHI is part of the great Rutgers tradition while also supporting the Rutgers Scarlet Knight Student Athletes.

Thanks to the support of family and friends,
**SHI raised an incredible $5,000 for**

St. Jude Children's Research Hospital
*Finding cures. Saving children.*

Our Federal Team came together to make a difference in the lives of the brave children at St. Jude's Children's Hospital.

## Other Events

- **International Women's Day** — Celebrating women's achievements and increasing visibility while calling out inequality.
- **SHI Charity Tournament** — Presented by the American Heart Association and UGC Events (esports). Whereas traditional sports segregate players by physical traits and gender or require students to "make the team" to play, esports welcome participants of every ability level to hone their skills against equally matched competitors.
- **Earth Day** — Demonstrating support for environmental protection
- **Mental Health Awareness** — Observed with media, local events, and film screenings
- **Breast Cancer Awareness** — Raising awareness and reducing the stigma of breast cancer through education on symptoms and treatment.
- **The Texas Conference for Women Sponsorship** — Providing connections, motivation, networking, inspiration, and skill-building for thousands of Texas women each year.

- **International Men's Day** — Recognizing and celebrating the cultural, political, and socioeconomic achievements of men.

### DEI Training

SHI has rolled out online training modules for employees on our in-house training system to increase employees' awareness and enable productive and honest conversations on sensitive subjects. These training modules are required for every employee and must be completed by a respective date.

Our training is designed to allow SHI employees to "step into someone else's shoes" with different identities and learn about how others can experience the same workplace in very different ways. Courses will teach them what they can do to support diversity and inclusion in their workplace and cover proactively:

- **Unconscious Bias** — This course helps you to understand your own biases so you can identify them when making decisions and prevent yourself from making decisions based on biased views.
- **Leading Inclusive Teams** — Learn how to create a shared understanding of how inclusion is important for your team by promoting engagement and morale.

## Employee Investment

### Equal Employment Opportunity

At SHI, we are committed to providing an environment of mutual respect where equal employment opportunities are available to all applicants and teammates. Our most important asset is the diverse group of employees who make up our SHI community. We acknowledge and support the collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees bring to SHI.

Our employees' investment in their work represents a significant part of our culture, reputation, and SHI's longstanding history of achievement through inclusion and harmonious teamwork. We at SHI embrace and encourage all employee differences that make them unique.

In support of these efforts, SHI recruiters attend diversity career fairs, and SHI engages with hiring partners/vendors that promote diversity and inclusion (e.g., Monster). SHI.com and SHI's Glassdoor pages have content devoted to diverse hiring and a diverse workforce.

As an equal opportunity employer, we comply with the law without regard to race, color, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), national origin, age, physical and mental disability, marital status, sexual orientation, gender identity, gender expression, genetic information (including characteristics and testing), military and veteran status, and any other characteristic protected by applicable law. SHI believes that diversity and inclusion among our teammates are critical to our success as a global company. We seek to recruit, develop, and retain the most talented people from a diverse candidate pool.

Diversity, equal employment opportunity, and affirmative action provide a strong foundation for SHI's efforts to achieve a fair and inclusive workplace. We welcome you to contact SHI for our full Affirmative Action / EEO plan.

## Supplier Diversity

In 2004, SHI launched an executive initiative to increase SHI International Corp's presence in the minority business community and established a diversity business development program. An executive-level position was created to meet our customers' expectations 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.

Why are diverse suppliers an essential part of SHI's mission statement and philosophy? The answer is simple. SHI sees diverse suppliers as the cornerstone of our organization's success, helping us in an exemplary fashion consciously source our products and services while maintaining profits, growing customers, improving the economy, and encouraging innovation.

Our team manages and distributes just over 200 diversity spend reports to our clients today. SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network, which our internal operational requirements alongside accommodating our clients to meet their specific governmental, educational, and corporate diversity goals. Also, SHI annually sponsors and supports a little over 50 supplier diversity-related events annually, including corporate client-sponsored events that value diversity spends opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

*G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:*

**SHI Response:**

a. Minority Women Business Enterprise

☒ Yes ☐ No

If yes, list certifying agency: WBENC and NMSDC

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

*H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.*

**SHI Response:**

SHI will inform OMNIA in advance of any subcontractor that we intend to use. Our organization leverages a network of Elite Global Partners which is comprised of partners that have been vetted to provide the services and bolster SHI's capabilities while extending our global reach. We also leverage "burst" partners in instances when we do not have the SHI Full-time Equivalent (FTE) to deliver on a project. Using partners from our managed

network gives us a broad set of capabilities and provides the flexibility needed for a solution of this scope – we can scale up or down as needed. We have aligned our business with highly experienced services organizations with certified service professionals who can provide the world class support that SHI is known for throughout the industry and by our 17,000 customers. We believe that our partners are an enhancement and extension of SHI's own quality and cost-efficient offering to our valued customers. They are seamlessly incorporated into the solutions we provide to our customers, so that whether SHI is directly delivering or managing the partner, the customer experiences the same level of quality and ease of use.

### Vetting Partners

SHI has developed a partner network and has been building relationships with our highly qualified and selected partners, having first made each potential partner go through an extensive profiling process. When onboarding new partners, 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 can do business. One of our top priorities is confirming that our partners' resources are certified for the work we are sub-contracting them to perform. Our practice managers/SAs/Program Managers request proof of certification as needed. Additionally, SHI examines perspective partner's financial status for stability, their business practices to ensure the same quality that SHI offers to our customers is upheld and an examination of their electronic tools such as their reporting capabilities and on-line service tracking system. As part of our vetting process, we look for partners who share our core values and can deliver on the services seamlessly and in the highest quality way. Considering our partner network strategy and model, we can mitigate risk for SHI, and therefore, OMNIA, by not having to sole source, or lock ourselves in to any given partner if we don't choose to.

### Managing Partners

Supported by an experienced Project Manager who will be responsible for the day-to-day management, SHI is committed to ensuring that the project meets the details outlined in the SOW including reporting, deliverable, meeting timelines, and SLAs. Following the Project Management Institute (PMI) methodology, SHI has the processes and experience in place to deliver the project as promised. SHI takes full responsibility for our partner's performance who will function as though they were SHI badged employees.

*I. Describe how supplier differentiates itself from its competitors.*

**SHI Response:**

At SHI, we understand that navigating through the complexities of a Fortune 500-sized business involves making countless decisions daily. From pricing strategies to logistics planning and technological advancements, these decisions need to be made promptly and effectively in an increasingly competitive market. However, it's crucial to understand that our strength doesn't solely lie in the hands of our C-level executives. The true power of our organization is in the hands of our thousands of dedicated employees who directly interact with and address our customers' inquiries via phone or email.

Our employees at SHI are not just decision-makers; they are problem-solvers who have the unique advantage of making every decision, no matter how big or small, based on a fundamental question: what is the right thing to do for the customer? This customer-centric approach is what sets us apart in the market. It's not just about making the sale; it's about doing what's best for our customers. This is our competitive advantage and the essence of our corporate culture at SHI.

For nearly 34 years, SHI has remained a privately-owned company, boasting annual revenues of $14 billion. Despite our impressive financial standing, Wall Street analysts view us as a vaguely interesting competitor to one of our publicly traded counterparts. However, the absence of public shareholders, revenue projections, and quarterly targets allows us to focus solely on serving our customers. We don't change management or reduce

headcount to artificially enhance our stock appeal. We do not offer stock options and have maintained the same CEO since 1989.

Every decision made at every level within SHI is based on one crucial consideration: how will this impact our long-term relationship with our most important stakeholder - our customers.

We strongly encourage you to leverage this customer-centric approach to your advantage every single day.

*J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.*

**SHI Response:**

To the best of SHI's knowledge, there are no present/past litigations, bankruptcies, or reorganizations.

*K. Felony Conviction Notice: Indicate if the supplier*

*a. is a publicly held corporation and this reporting requirement is not applicable;*

*b. is not owned or operated by anyone who has been convicted of a felony; or*

*c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.*

**SHI Response:**

SHI is not owned or operated by anyone who has been convicted of a felony.

*L. Describe any debarment or suspension actions taken against supplier*

**SHI Response:**

To the best of SHI's knowledge, there have been no debarments or suspensions take against us.

***3.2 Distribution, Logistics***

*A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

**SHI Response:**

SHI's ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our vendor-neutral approach allows us to help customers find the right technology for each specific requirement of their IT environment. SHI's current catalog includes tens of thousands of hardware, software, and other IT products, and we are authorized to sell thousands of our partners' product lines. We also offer a wide range of services and support directly or by leveraging our network's expertise.

SHI offers full IT solutions—from commodity software and hardware procurement and integration to complete, end-to-end data center solutions. Our diverse partner ecosystem supports 15,000 unique publishers and OEMs today. If SHI does not have an established business relationship with an OEM or publisher in OMNIA's IT ecosystem, SHI can utilize an authorization from your organization to onboard new suppliers. SHI works in coordination with your procurement team as needed to engage these vendors.

SHI has top-tier authorizations and certifications for every major OEM. The table below represents SHI's top 25 partners:

# SHI - Top 25 Partners

| | | | | |
|---|---|---|---|---|
| 1 Microsoft<br>Azure Expert MSP<br>License Solution<br>Provider | 2 DELL *<br>Titanium Black | 3 vmware *<br>Principle Partner | 4 cisco *<br>Gold Partner | 5<br>Corporate Reseller |
| 6 hp<br>Power Services<br>Partner | 7 Lenovo *<br>National Solution<br>Partner<br>Platinum Partner | 8 Adobe<br>Platinum Reseller | 9 aws *<br>Premier<br>Consulting Partner | 10 CROWDSTRIKE<br>Elite Partner |
| 11 paloalto NETWORKS<br>Diamond Partner | 12 PURESTORAGE *<br>Elite Partner | 13 Hewlett Packard Enterprise *<br>Platinum Partner | 14 proofpoint.<br>Platinum Partner | 15 ATLASSIAN<br>Authorized Reseller |
| 16 redhat<br>Advanced Business<br>Partner | 17 FORTINET<br>Expert Level | 18 VERITAS<br>Platinum Partner | 19 IBM<br>Premier Business<br>Partner (HW)<br>Gold Partner (SW) | 20 tenable *<br>Platinum Partner |
| 21 SUPERMICRO<br>Tier 1 Partner | 22 NUTANIX<br>Cloud Champion<br>Partner | 23 MICRO FOCUS<br>Platinum Partner | 24 + a b l e a u *<br>DMR Partner | 25 Google *<br>Cloud Partner<br>Premiere Partner |

* Partner Advisory Board

# SHI Hardware Partnerships

## End-User Computing Partners

**Client Systems and Devices**
Acer*
Apple*
ASUS
Dell EMC*
Dynabook
Getac
HP Inc.*
Lenovo*
LG*
Microsoft*
MSI
Panasonic*
Samsung*
Xplore Technologies/ Motion Computing

**Printing and Imaging**
Brother*
Canon
Epson*
HP Inc.*
Honeywell
Kodak
Kyocera
Lexmark*
Oki Data
Ricoh
Xerox
Zebra*

**Barcode Scanning**
Honeywell
Zebra*

**Mobility Solutions**
Android Enterprise Recommended*
Apple Business Manager*
Google Chrome and Workspace*
JAMF*
Microsoft Endpoint Manager*
Microsoft Surface*
Samsung*
Workspace ONE (VMware)*

**Carrier Activations**
AT&T
T-Mobile/Sprint
Verizon Wireless

**AR/VR**
HTC
Microsoft HoloLens*
Reality Labs at Meta*

**Displays**
Acer*
ASUS
Clear Touch
Dell*
Elo
HP Inc.*
Lenovo*
LG
Microsoft Surface Hub*
Panasonic
Planar
Promethean
Samsung*
Sharp NEC
ViewSonic*

**Mounts**
Chief Manufacturing
Ergotech
Ergotron
Humanscale
Peerless
Premier Mounts

**Memory**
Axiom
Kingston*
Micron
Samsung

**Projectors**
Epson*
Hitachi
InFocus
Optoma
Sharp NEC*
ViewSonic*

**Cabling and Accessories**
Barco
Belkin*
Black Box
C2G
CODi
Crestron
Griffin Technology
Incipio
Jabra
Kensington
Legrand AV
Logitech
Otter Box
Poly*
StarTech.com
Targus

## Data Center Partners

**Server**
AMD
Cisco*
Dell EMC*
Hewlett Packard Enterprise*
Hitachi Vantara
IBM*
Intel*
Lenovo*
NVIDIA
Oracle*
Supermicro

**Power and Cooling**
APC*
CyberPower*
Eaton*
Legrand*
Panduit
Tripp Lite*
Vertiv (Liebert, Emerson, Avocent)*

**Storage**
Cohesity*
DataCore
Dell EMC*
ExaGrid
Hewlett Packard Enterprise* (+ Nimble)
Hitachi Vantara
IBM*
Lenovo*
NetApp*
Nexsan
Oracle*
Overland Storage
Pure Storage*
QNAP
Quantum
Qumulo
Rubrik
Seagate
Synology
Tintri
Western Digital

**Networking**
AddOn Networks
Arista Networks
AudioCodes
Avaya*
Cisco*
Cradlepoint
ExtraHop Networks
Extreme Networks (+ Aerohive)
F5 Networks*
Forescout
Gigamon
Hewlett Packard Enterprise* (+ Aruba)
Juniper Networks (+ Mist)
Kemp
Lenovo*
NETGEAR
Opengear
Ribbon Communications
Riverbed
Ruckus Wireless
Thales Group
Ubiquiti
Verkada
Yealink
Zoom Video Communications

**Converged Infrastructure**
Cisco*
Cohesity*
Dell EMC*
Fujitsu
Hitachi Vantara
Hewlett Packard Enterprise* (SimpliVity + Nimble)
IBM*
Lenovo*
NetApp*
Nutanix*
Oracle*
Supermicro
VMware*

*Dedicated Resources

# SHI Software Vendor Partnerships

## Strategic Software Partners

Acronis
Adobe
Altair
Arcserve
Attachmate
Autodesk
Bitdefender
Blackberry Cylance
Check Point
Citrix
Commvault
Druva
Erwin
ESET
Forcepoint
Fortinet
IBM
Ivanti
LogRhythm
Malwarebytes
McAfee
Microfocus
Microsoft
MobileIron
Okta
Oracle
Palo Alto
Parallels
Progress Software
Proofpoint
Quest
Rapid7
Red Hat
RSA
SentinelOne
SolarWinds
SonicWall
Sophos
Stealthbits
Symantec
Tableau
Tenable
Thycotic
Trend Micro
Unitrends
Veeam
Veritas
VMware

## Cloud-Based Partners

Amazon Web Services
Actifio
Alert Logic
Bitglass
BitTitan
Box
Carbonite
Centrify
Cloudflare
Cloudera
CrowdStrike
Datadog
Dialpad
Dropbox
Dynatrace
Fuze
HashiCorp
INAP/SingleHop
Informatica
Infrascale
Lightspeed
LogMeIn
LogicMonitor
Lookout
Mimecast
Nasuni
Netskope
OneLogin
PagerDuty
Qualys
RingCentral
ServiceNow
TBI TeamViewer
Zendesk Zerto
Zscaler

## Emerging Technology Partners

Absolute Software
Accellion
AlgoSec
AlienVault/AT&T Cybersecurity
Alteryx
Altova
Arctic Wolf
Atlassian
Barracuda
BeyondTrust
BitSight
Blancco
BMC
CA
Checkmarx
Chef
Cherwell
Code 42
Cofense
Contrast Security
Couchbase
CyberArk
Cybereason
Docker
DocuSign
Elasticsearch
Exabeam
Extensis
FireEye
FireMon
Globalscape
Idera
Igel
Imperva
Infoblox
Infragistics
Intel Software
Intuit
Kaspersky
KnowBe4
MongoDB
NetMotion Wireless
New Relic
Nexthink
Nitro PDF
Nuance/Kofax
OpenText
Ping Identity
PulseSecure
Puppet
Qlik
Redgate Software
SAP/Business Objects
Seagull Scientific
SecurityScorecard
Silobreaker
Skybox Security
SmartBear Software
Sparx Systems
Splunk
StorageCraft
SUSE
TechSmith
think-cell
Tibco
Tripwire
Tufin
Turbonomic
Varonis
Veracode
WatchGuard
Zoho Corporation

## SHI Support Structure

Over the past decade, the requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate adoption of that technology in the customer's environment SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all OMNIA's IT needs.

Our support resources include:

- **Solutions Engineers:** SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions.
- **Professional Services:** This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. Their goal is to help customers execute their mission and educate end users by getting the right technology to the right people at the right time.
- **SHI Training:** SHI's training team provides on-site, online, or on-demand technical, end user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands.
- **Software and Hardware Partner Support Organizations:** SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists have the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in the evaluation of hardware features, sourcing, and obtaining demo.

SHI subject matter experts provide robust technical advice and support through product selection and options analysis to develop IT solutions that precisely fit our customers' needs. We offer custom solutions and services for every aspect of an IT environment, from software and hardware procurement to deployment planning, configuration, cloud and data center optimization, networking, mobility, and IT asset management.

Through a large pre-sales technical support team of over 500 in our software licensing and hardware and advance solutions departments, SHI has the expertise to help our customers identify best-fit products. No other IT products reseller provides as extensive an internal support organization dedicated to providing superior customer support.

In addition to the support resources outlined above SHI has an emerging partners team, including a cloud partners team to concentrate on specific cloud technologies. They review new technologies and new OEMs in preparation to advise our customers.

SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we are updated on the latest and best technologies. We foster close relationships with each OEM, enabling us to offer new products as soon as they are available. This allows OMNIA members the unique opportunity to pre-order new products yet to be released through SHI, ensuring you receive them as soon as they hit the market. Our dedicated solutions teams and product specialists stay on top of cutting-edge technologies, promptly informing your organization of the newest offerings available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers is leveraged to guide OMNIA as you explore emerging technologies and new solution sets.

## Professional Services

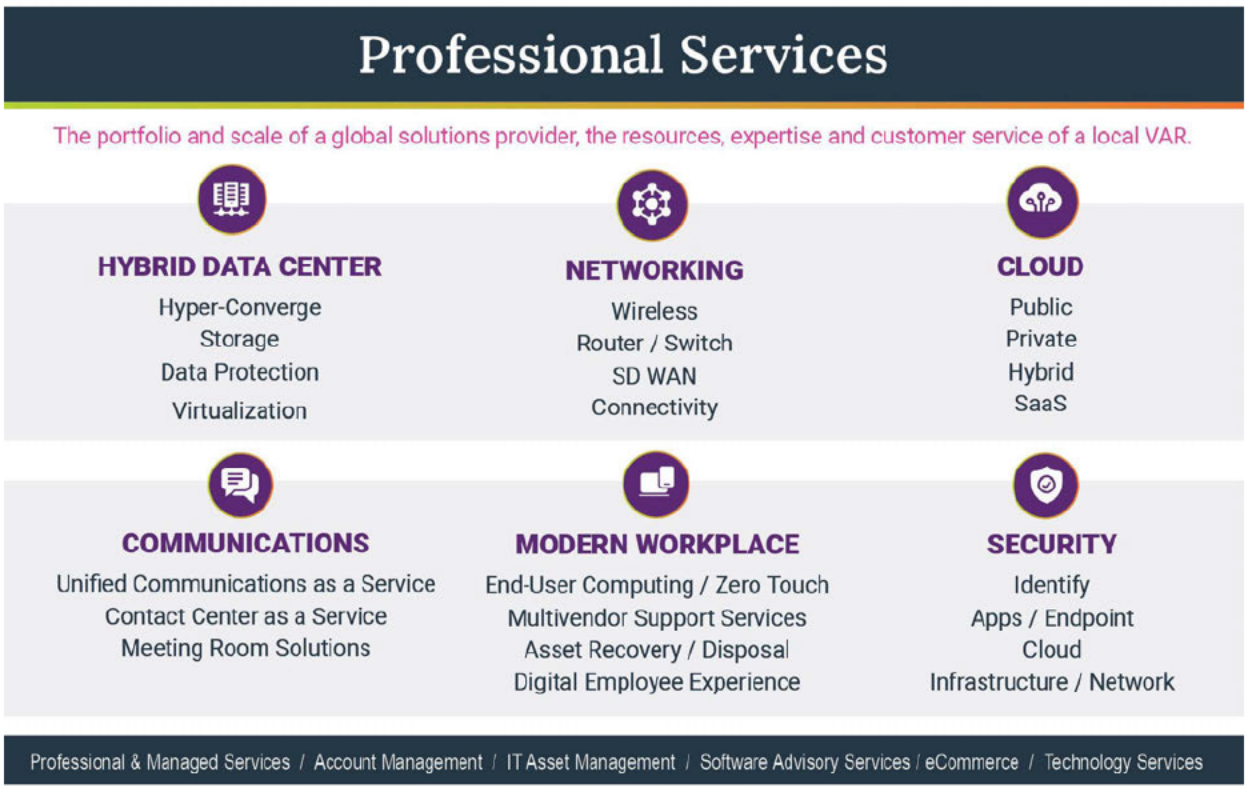
Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

We realize that IT changes constantly and exponentially. The urgency to build solutions to solve customers' challenges is more acute than ever. Our experts are ready to help OMNIA select, deploy, and manage the very best software and hardware our partners have to offer, complemented with a growing portfolio of SHI consultancy and managed services. In fact, we now have specific, technical expertise around our entire portfolio, ensuring we can meet all your IT needs.

Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimal for a customer's specific environment. We work together with our customers during the strategy and solution design phases of a project and assist with deliberate planning, assessments, whiteboarding, proofs of concept, and obtaining demo units. SHI sees our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing

the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology and thereby maximize the value of their investment.

The chart below represents SHI's robust Professional Services portfolio.




SHI continues to fine-tune our processes and services and our catalog of products continues to grow and change in response to technological demands and customer needs. Our commitment as a company is to develop long-term relationships with our customers, and as such, SHI puts a strong focus on doing what is right for the customer first and foremost.

*B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.*

**SHI Response:**

SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and the manufacturers directly, to provide efficient product delivery across the US. Our extensive distribution network allows SHI to always source from the supplier closest to the customer's shipping address with inventory availability and the best cost for the customer. Most products are, therefore, delivered within two to five business days of order placement.

SHI's distribution model reduces the time to market for our customers. The model also decreases our overhead costs of maintaining additional warehouses, and supports SHI's own internal cost structure, subsequently allowing us to offer our customers an aggressive pricing model.

SHI understands that OMNIA will have an influx of members nationwide. We believe our distribution model is aligned to meet your needs and will facilitate a successful partnership to provide to your growing member base.

*C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

**SHI Response:**

SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the OMNIA contract, including our SLED Contract Capture and Business Development Director, Contract Compliance, and Contract Reporting Analysts.

### SLED Contract Capture and Business Development Director

OMNIA will continue to have a dedicated Capture Director, Amelia Jakubczyk, working with her team to consistently monitor our contract usage, compliance, and opportunities to grow the contract together.

The Capture Director will work with the Compliance team to train all sales teams utilizing the OMNIA contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Amelia along with Victoria Lewkowitz will serve as the main points contact of for any issues or concerns that arise during the contract.

### Contract Compliance

OMNIA is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through:

- Issue investigation and resolution
- Proactive internal auditing
- Proactive tracking of operational obligations
- Process improvement recommendations
- Strategic updates

If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship.

### Pricing, Reporting, and Administration Fees

To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with OMNIA. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy.

In addition, we can run reports related to purchases made under OMNIA's contract. Orders placed through the website and with our Inside Sales teams will capture the OMNIA contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports.

SHI can deliver standard reports in one of three formats, including:

- Contract invoice detail
- Manufacturer profile
- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to OMNIA.

### OMNIA Dedicated Contract Capture and Compliance Team Members

*Amelia Jakubczyk Director of SLED Contract Capture and Business Development* -- For more than 12 years in the Public Sector, Amelia Jakubczyk has been helping her customers understand contracts and has built lasting connections with them. SHI's culture allows this to happen naturally to the point where Amelia says her customers feel "more like friends." Joining SHI in 2009, she quickly gained experience and expertise as an Account Executive for Arizona and Nevada SLED and spent nearly a decade supporting state and local governments. Now, Amelia takes on her newest role as the Director of SLED Contract Capture and Business Development, where she leads a team of 6 Capture & Business Development managers supporting SLED contracts nationally. When she's not working, Amelia can be found exploring outdoors in her home state of Colorado. There, she and her family enjoy biking, hiking, skiing, paddle boarding, and "getting off the grid" in their travel trailer to camp. To learn more about Amelia or to view her background and resume, please visit her on LinkedIn.

*Arianne Mount, Director of Public Sector Contract Compliance* — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts. Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts. Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn.

*Anthony Sapichino, Sr. Contracts Compliance Specialist*—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements. Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn.

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

**SHI Response:**

SHI sources many of our hardware and software products through distributors. Our largest distributors are Ingram Micro and TD Synnex.

Our organization leverages a network of elite global partners which is comprised of partners that have been vetted to provide the services and bolster SHI's capabilities while extending our national reach. SHI will inform OMNIA in advance of any subcontractor that we intend to use.

*E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

**SHI Response:**

SHI's warehousing capabilities rely on our SHI-owned and operated facilities and a robust network of distribution partners. Our ISO certified integration centers/warehouses located in Piscataway, NJ, can securely store OMNIA's inventory for configuration and integration services.

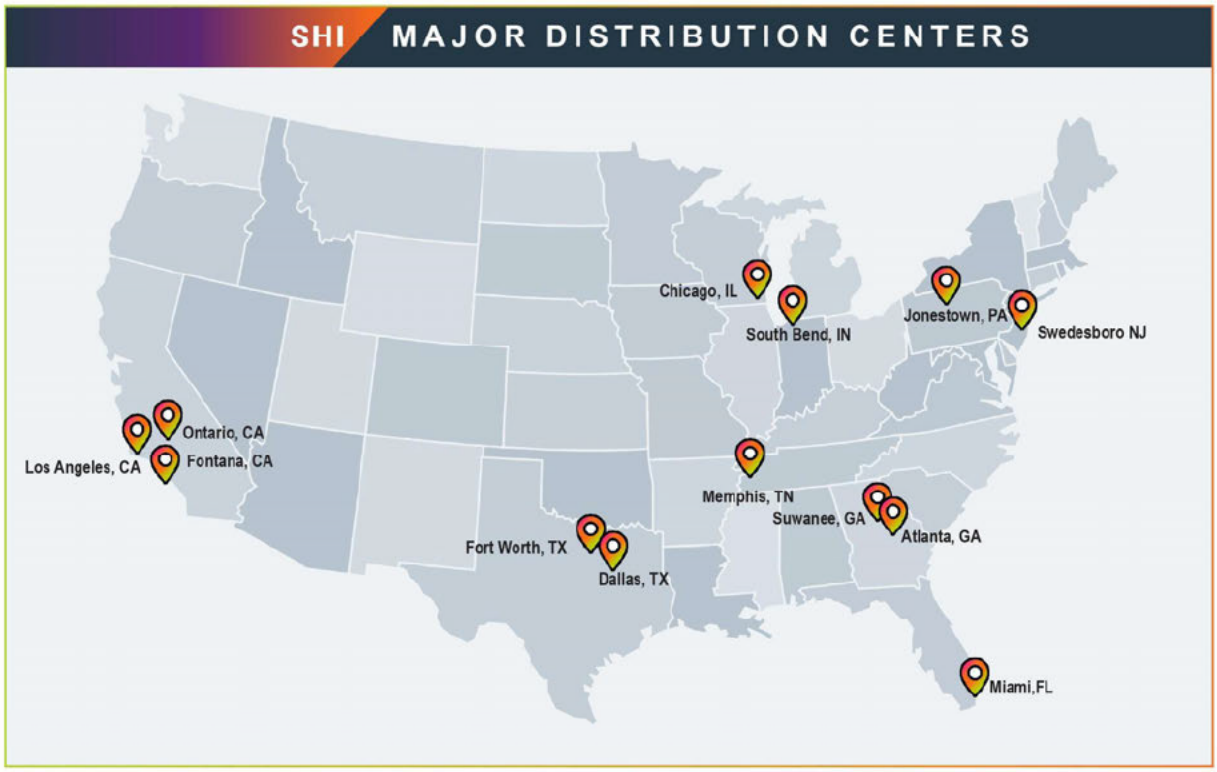
To further support OMNIA's need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro, TD Synnex, and D&H) and smaller, local distributors and manufacturers directly. Our extensive distribution network allows SHI to always source from the supplier closest to the customer's shipping address with inventory availability and the best cost for the customer. Most products are, therefore, delivered within three to five business days of order placement.

Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory closest to the customer at the lowest price.

Our procurement team has sourcing specialists who monitor purchase orders with the partner and distributor community to ensure no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost.

The combination of our warehouse/integration centers as well as our relationships with our major distributors allow us to provide efficient product delivery across the globe (or nation). SHI's distribution model reduces time to market. The model also decreases our overhead costs of maintaining additional warehouses and supports SHI's own internal cost structure, subsequently allowing us to offer our customers an aggressive pricing model.

Our major distribution centers are located strategically in:




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

*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 supplier's primary go to market strategy for Public Agencies to supplier's 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*

**SHI Response:**

SHI's executive leadership has been integral in fostering the success of our OMNIA contract, which was awarded to us five years ago. With a personal and dedicated approach, Sr. Vice President of Public Sector, Denise Collison has championed the creation of a flourishing partnership with OMNIA. Her leadership, combined with the efforts of our Public Sector team, have not only sustained but significantly expanded our current OMNIA contract, now valued at $500M. To show her commitment to the growth of this contract, an announcement will be made by Denise to SHI Public Sector Sales and Support within the first ten days of being awarded. Additionally, we will work with OMNIA to develop a go-market strategy within the first ten days of being awarded.

*ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

**SHI Response:**

Since our first award, we have implemented continuous training for our sales team, reinforcing our commitment to nurturing our growing sales force. Within the initial 90 days, our entire Public Sector sales and support staff will receive comprehensive updates and training about OMNIA. This training, delivered by our executive leadership in collaboration with the OMNIA Partners team, will cover contract terms, pricing structures, and the value that our partnership brings to public agencies.

We firmly believe that continuous training has been a pivotal element in our successful partnership with OMNIA, and we plan to maintain this approach. Upon being awarded, SHI will promptly commit to further training our sales force, recognizing its importance to our shared success. Within one week of the contract award, SHI will arrange a call involving senior leadership, marketing, sales, and contract personnel for the OMNIA contract.

Our planned strategy includes:

- Educating and enabling all SHI our partnership's value and leadership

- Continuing education for SHI public sector Inside Account Executives and leadership

- Announcing contract strategies

- Driving current and prospective member market strategy

- Developing ongoing marketing plans

Our successful track record in launching similar contracts, including OMNIA Partners, demonstrates that we have a robust process. We are confident in our abilities to continue to train our sales teams quickly.

*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, Master Agreement details and contact information published on the Supplier's 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 OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, 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 OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

*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 OMNIA Partners internet web-based homepage on Supplier's website with:*

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

**SHI Response:**

We are thrilled by the opportunity to continue to promote and market our OMNIA partnership. We know the vital importance of marketing contracts and reaching all eligible OMNIA members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract.

Throughout our current contract, we have worked diligently to market the OMNIA contract both internally and externally. The SLED Contract Capture & Business Development Director, Amelia Jakubczyk along with her team, recorded and posted several internal trainings for all sales teams selling on the OMNIA contract. These short on demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential OMNIA members alike.

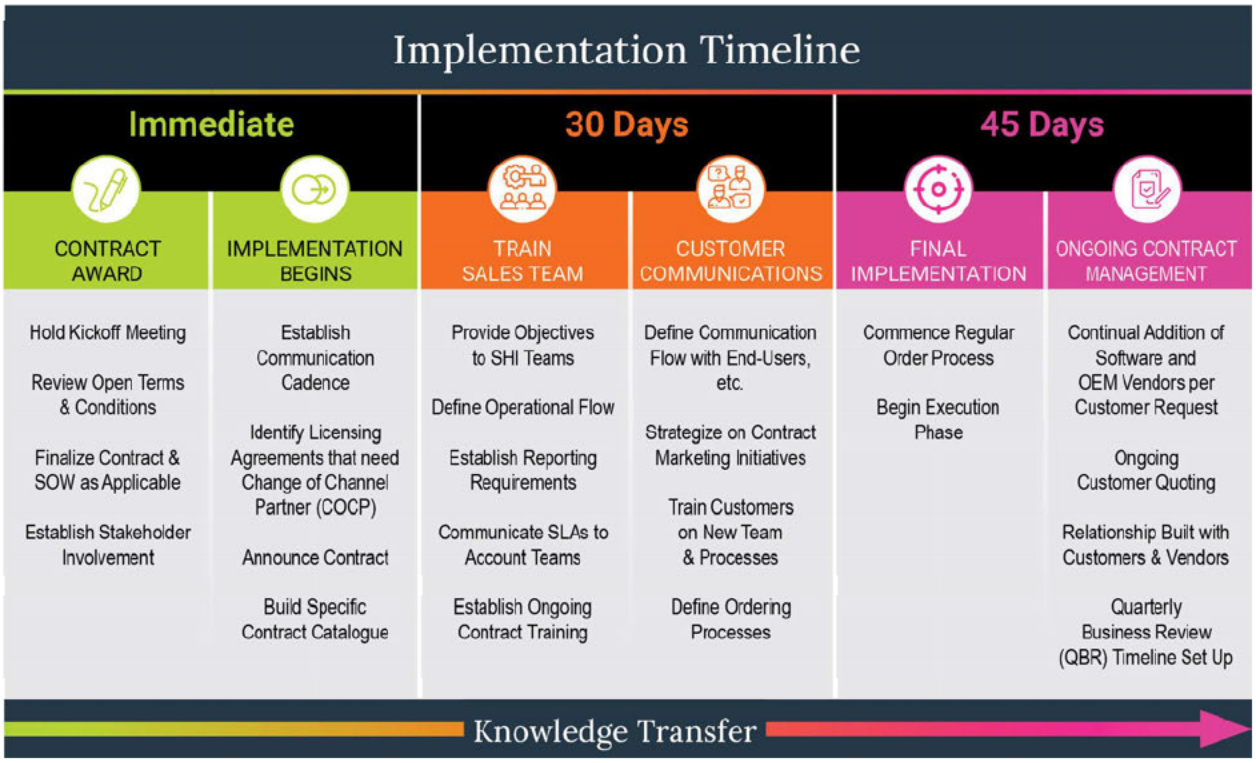
During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan.

Upon award, we will execute the following steps to begin marketing the new contract:

- Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media.
- Create co-branded marketing outlining the features of the new contract.
- Create internal sales training for new contract compliance, pricing, terms, etc.
- Design a dedicated website on shi.com including the OMNIA awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to OMINA's website, and all relevant contact information.
- Our history of success with OMNIA and similar contracts will be invaluable to a strong launch. Below is our contract implementation plan.

## Contract Implementation: SHI




We will also welcome any opportunity to work with OMNIA on advertising at events or in newsletters. SHI participates in many trade shows, conferences, and meetings across the country. OMNIA has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

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

We also provide seminars and workshops to our public sector customers across the country and are eager to have OMNIA members attend.

**Summits** - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. OMNIA members are welcome to attend these at no additional charge.

**Custom Events** – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024.

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

**SHI Response:**

In continuing our partnership with OMNIA, SHI brings your members a deep commitment and fresh, innovative perspectives. Drawing on our extensive knowledge and experience from supporting this contract and transitioning customers over the past five years, we anticipate a seamless transition and pledge our support throughout the process. We will continue working with current OMNIA members, as well as supporting any new members interested in buying through SHI. The transition will be spearheaded by our Contract Capture and Development team under the leadership of Director Amelia Jakubczyk. Alongside our executive leadership, this team has contributed significantly to our recent triumphs with OMNIA, helping us grow our current contract to $500M.

SHI consistently wins competitive bids for contracts, including cooperative contracts like OMNIA Partners, Sourcewell, NASPO ValuePoint, Texas DIR, and New York OGS. We distinguish ourselves from other similar enterprises by deliberately limiting the number of Consortia partners we collaborate with. This strategic move has allowed us to provide dedicated and proactive support to OMNIA members instead of spreading ourselves thin across numerous partnerships. SHI remains confident that OMNIA Partners will continue to receive the focused attention and support necessary. A full list of our federal, national, and state contracts can be found at: https://www.shi.com/Contract/PSContract/ContractHome

*D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

**SHI Response:**

Yes, SHI acknowledges and will comply. SHI will need to review and approve all materials before distributing.

*E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners 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*

**SHI Response:**

Yes, SHI acknowledges and will comply.

*ii. Best government pricing*

**SHI Response:**

Yes, SHI acknowledges and will comply.

*iii. No cost to participate*

**SHI Response:**

Yes, SHI acknowledges and will comply.

*iv. Non-exclusive*

**SHI Response:**

Yes, SHI acknowledges and will comply.

*F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:*

*i. Key features of Master Agreement*

**SHI Response:**

Yes, SHI acknowledges and will comply.

*ii. Working knowledge of the solicitation process*

**SHI Response:**

Yes, SHI acknowledges and will comply.

*iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*

**SHI Response:**

Yes, SHI acknowledges and will comply.

*iv. Knowledge of benefits of the use of cooperative contracts*

**SHI Response:**

Yes, SHI acknowledges and will comply.

*G. Provide the name, title, email and phone number for the person(s), who will be responsible for:*

*i. Executive Support*

**SHI Response:**

Aimee Ballenger

Sr. Director Capture & Development

Aimee_Ballenger@shi.com

678-708-3906

*ii. Marketing*

**SHI Response:**

Amelia Jakubczyk

Director SLED Capture & Development

Amelia_Jakubczyk@shi.com

303-882-8012

*iii. Sales*

**SHI Response:**

**Omniapartners@shi.com**

*iv. Sales Support*

**SHI Response:**

omniapartners@shi.com

*v. Financial Reporting*

**SHI Response:**

Public Sector Operations

PubsecOps@shi.com

*vi. Accounts Payable*

**SHI Response:**

omniapartners@shi.com

*vi. Contracts*

**SHI Response:**

Kristina Mann

Sr. Manager-Contracts

Kristina_Mann@shi.com

732-564-8536

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

**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.

SHI's dedicated account team approach is key in executing an effective customer service strategy. SHI customizes the team structure to meet the individual needs of each of our customers. Key stakeholders on your team will attend an onboarding session with our dedicated account team to understand your needs and requirements, help with the development of the plan to onboard your account, and lead the remaining team members through the implementation. Through a framework of SHI's four pillars, we support the transformation, collaboration, protection, and optimization of your business to deliver your desired outcomes. Our team will engage with OMNIA members right from the start and will carry on with your team through our continued partnership.

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.

**Senior Vice President and Executive Sponsor, Public Sector, Denise Collison**—Denise is responsible for the direct oversight of our business relationship with OMNIA and performance, and she serves as the City's executive sponsor. Denise also is responsible for providing leadership and direction and is accountable for the overall sales organizations' performance and successful partnership with OMNIA.

**Vice President, William Carbajal**—William is responsible for leading and implementing sales strategies, managing District Managers, and ensuring performance. With many years of experience supporting customer IT environments, William ensures that the organization delivers transformative products and services to facilitate customer success and satisfaction.

**District Manager, Scott Sudhalter**—Focused on ensuring that SHI supports OMNIA at every stage of your IT evolution, Scott aligns his team to ensure that desired customer outcomes are consistently met. Scott manages a team of account executives, establishes, and develops customer relationships, meets with customers, as needed, and is an escalation point to resolve issues.

**Account Executive, Victoria Lewkowitz**—Victoria works closely with internal resources to achieve customer business objectives by leveraging SHI's internal network of technical expertise, sales support resources, as well as our vast OEM partner network. She is acutely focused on implementing strategies and solutions that will drive innovation, collaboration, and security across your organization—all with cost optimization as the top priority. Responsibilities include establishing a customized service and support plan, and developing customer relationships, and other topics critical to account development. Your dedicated account executive serves as your primary point of contact, ensures that SHI is meeting expectations, and aligns SHI's value in support of OMNIA's IT roadmap.

**Inside Sales Manager** — The Inside Sales Manager coordinates, maintains, and manages the activities of the Inside Account Managers. They ensure the Inside Account Manager (IAM) Team delivers required service levels and support to the City and is the escalation point for the IAM Team's day-to-day activities. This role also ensures adherence to customer policies and procedures and is responsible for customer satisfaction.

**Inside Account Managers** —The Inside Account Managers maintain a direct relationship with OMNIA and have the responsibility of ensuring customer satisfaction. Inside Account Managers functional areas include quoting, availability, order entry, tracking, returns, product information, and expedites. They execute the plan established by the Account Executive for a customer.

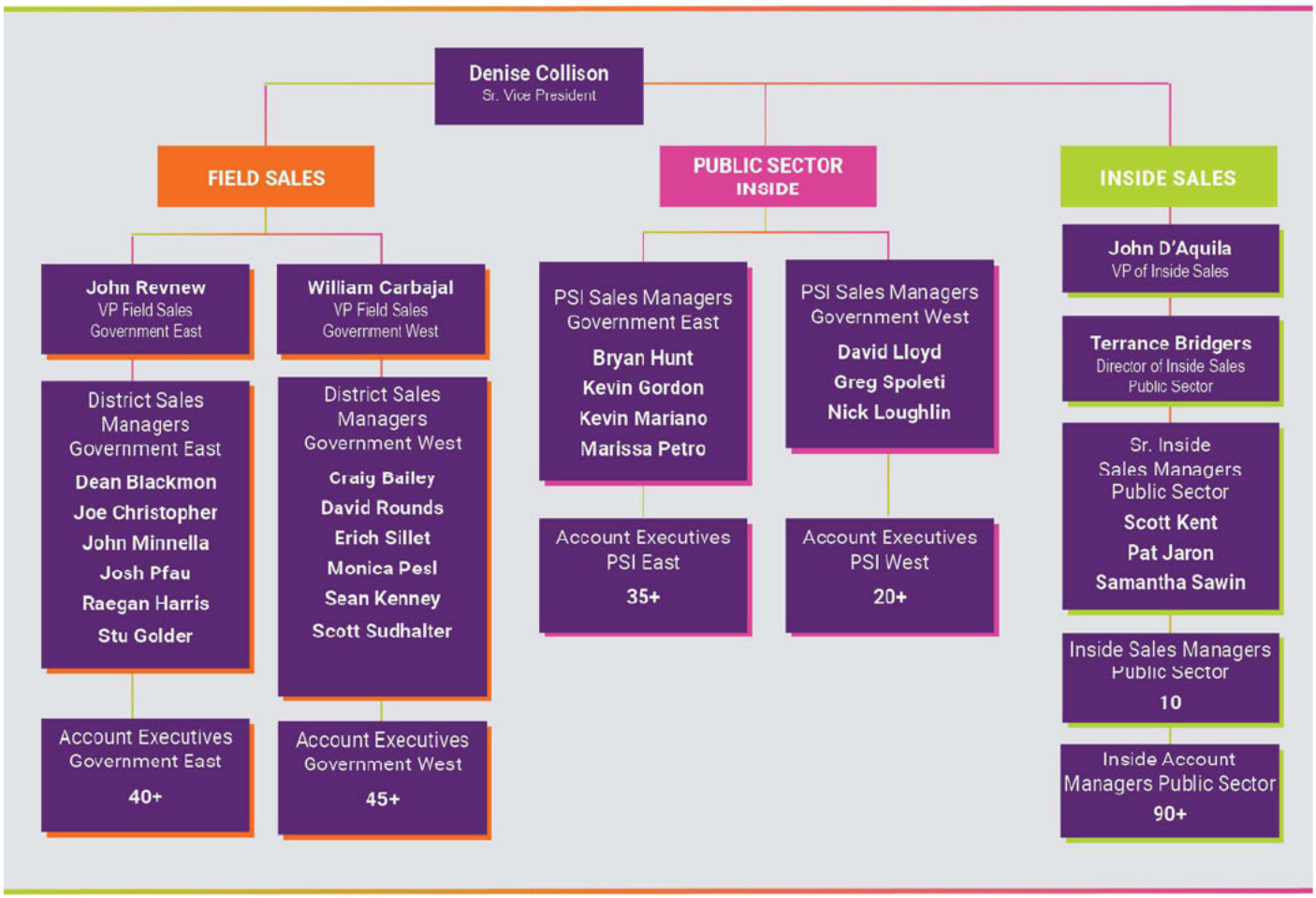
**Core Solutions Engineer (CSE)** — The CSE is a dedicated technical resource tightly aligned with our Account Executives and Inside Account Executives to bring maximum value to our customers, often helping them to avoid erroneous or superfluous costs. With expertise in data center, networking, information security, and cloud services, to name a few, these dedicated resources provide valuable vendor-neutral technical insights to help customers determine their best solution and offer the professional services needed to support the solution. Our CSE's technical expertise is augmented through our network of highly specialized SMEs.

**Microsoft Customer Success Manager** — Microsoft Customer Success Managers are a dedicated resource who assist customers throughout the lifecycle of their Microsoft agreements and technologies, with a special focus on ensuring that your Microsoft technologies, buying programs, and licensing are supporting your strategic long-term business goals.

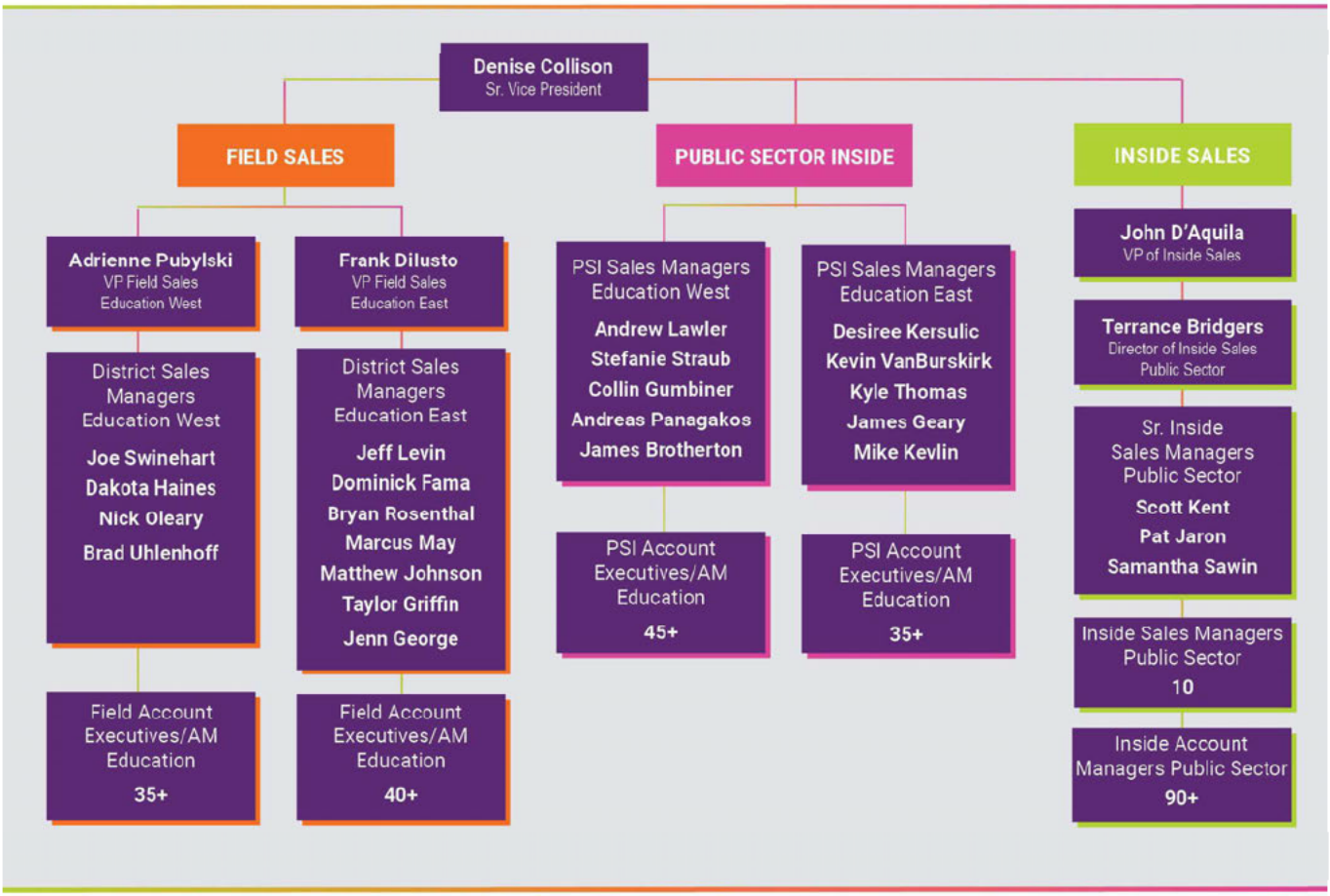
**Microsoft Account Executive** — Microsoft Account Executives are a dedicated resource who are responsible for managing Microsoft agreements, facilitating customer meetings, and advising customers in regarding their Microsoft licensing.

**Microsoft Inside Account Manager** — Microsoft Inside Account Managers assist customers with their Microsoft quoting and ordering needs, ensuring customers receive their licenses in a timely manner. Additionally, they help customers understand what licenses they need and answer any questions they may have. Please see organizational charts below for more details.

# SHI – City of Mesa/OMNIA Partners
# Government Team Organization



# SHI – City of Mesa/OMNIA Partners Education Team Organization




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

**SHI Response:**

SHI and OMNIA Partners have achieved significant success with our existing contract, and we plan to leverage this accomplishment as we transition into a new contract, if awarded. Our strategy includes continuing to conduct monthly review meetings with SHI's dedicated SLED Contract Capture & Development Director, Amelia Jakubczyk, and OMNIA Partner Development team to ensure a robust assessment of the contract's progress. These reviews will help us maintain focus, evaluate the effectiveness of current strategies, brainstorm fresh marketing ideas, and gauge the overall success of the contract.

SHI's growth has come from a continued assessment of our relationship with our customers. Our sales team, training offerings, and technical and operational support teams enhance our relationship and scale by offering new solutions and services to our clients We continue to expand our relationship with Public Sector customers by offering innovative solutions that solve their unique business needs. Our agility and scalability as a company have empowered us to capture market share and spending from our competitors. Our senior leadership in the public

sector continually monitors our existing customer relationships and the support we provide. They also identify potential clients we are not currently engaged with and devise strategies to foster relationships with these new clients. This approach underscores SHI's commitment to continuous growth and client satisfaction.

*I. Explain in detail how Supplier 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, timely contract administration, etc.*

**SHI Response:**

SHI knows public sector contracts and is confident in our ability to service a national contract with OMNIA. Our Public Sector division has been successfully supporting contracts that represent a broad portfolio of services and products for a range of public entities since its creation in 1994. We are proud to say that we hold contracts in all 50 States supporting a range of needs from our customers. Our public sector experience includes seven national and nine regional procurement contracts, which were awarded to SHI after rigorous and competitive RFP vetting against other top IT providers. These national contracts provide customers access to the breadth and depth of our offerings and allow us to extend our reach to sell to public sector entities, circumventing the often-cumbersome RFP and negotiation process. We have the experience needed to support the initiatives of OMNIA.

SHI intends to continue collaborating with OMNIA to formulate an extensive marketing plan. Our goal is to increase the number of public sector customers who buy through OMNIA contracts. SHI has decades of experience onboarding national and statewide contracts. We have developed a team and process to ensure a successful launch of all new contracts. We have dedicated resources in place who will market and support growth around our national contracts such as OMNIA. When awarded, SHI will work with our OMNIA Partner Development team and with the following people toward the execution of the updated marketing plan:

- Aimee Ballenger, Sr. Director of Contract Capture and Development, Aimee_Ballenger@SHI.com
- Amelia Jakubczyk, Director SLED Contract Capture and Development, Amelia_Jakubczyk@SHI.com

We have prepared the below sample 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:**

- Post announcement along with contract details and contact information to https://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.
- Design and implement OMNIA Services secured website on https://www.SHI.com/ including the OMNIA logos, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to OMNIA'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 OMNIA members.

**First 90 days:**

- Complete training and enablement for SHI sales force.

- Complete publishing and distribution of initial marketing materials.
- Analyze initial activity.
- Discuss the next 90-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.

[redacted]

*K. Describe Supplier'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:**

Upon request, your SHI account team will provide you with a customized procurement website, allowing authorized end-users to select from standard configurations and peripherals, as well as providing necessary information to ensure a successful installation. The procurement website provides all service catalogs, approved hardware configurations, and inventory databases, allowing you to acquire the best products for your needs.

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 it 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 all information required by the customer.

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, and 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.

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 resolve.

SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We can provide changes to their preference at any time. Invoices will be sent only after the products have been delivered. Additionally, we would like to meet with you to understand your requirements, typical acceptance procedures, and time frames.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier 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*

**SHI Response:**

At this time, SHI prefers not to guarantee sales and will work with OMNIA on forecasts in the future.

*M. Even though it is anticipated 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. Detail Supplier's strategies under these options when responding to a solicitation.*

*i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*

*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 OMNIA Partners 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 OMNIA Partners).*

*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.*

**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 OMNIA pricing and reported to OMNIA. It is our goal to continue 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 OMNIA 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 OMNIA (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.).

# ADDITIONAL OMNIA FORMS

Please see the following on next pages:

Certification of Compliance Forms

FEMA and Additional Federal Funding Special Conditions

Statement of Ownership Disclosure

Non-Collusion Affidavit

Affirmative Action Affidavit

Political Contribution Disclosure Form

Stockholder Disclosure Certification

Disclosure of Investment Activities in Iran, Russia, and Belarus

New Jersey Business Registration Certificate

EEO/AA Evidence

MacBride-Principles

Exhibit F: Federal Funds Certifications

Exhibit G: New Jersey Business Compliance

# Exhibit F
# Federal Funds Certifications

## FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

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

**DEFINITIONS**

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit

organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

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

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

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

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

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

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

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act**

**(40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

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

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

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

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

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

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

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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

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

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

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☑

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☑

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

Offeror's Name: SHI International Corp.

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

Phone Number: 888-764-8888

Fax Number: 888-764-8889

Printed Name and Title of Authorized Representative: Maya Lynch Proposal Specialist

Email Address: Maya_Lynch@shi.com

Signature of Authorized Representative: _____

Date: 12/20/2023

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

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

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

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

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

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

## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

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

Offeror's Name: SHI International Corp.

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

Phone Number: 888-764-8888 Fax Number: 888-764-8889

Printed Name and Title of Authorized Representative:
Maya Lynch Proposal Specialist

Email Address: Maya_Lynch@shi.com

Signature of Authorized Representative: _____ Date: 12/20/2023

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** SHI International Corp.

**Organization Address:** 290 Davidson Ave. Somerset, NJ 08873

## Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☑ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

## Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| Thai Lee | 290 Davidson Ave. Somerset, NJ 08873 |
| Leo Koguan | 290 Davidson Ave. Somerset, NJ 08873 |
| | |
| | |

## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| N/A- SHI is a privately owned company. | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| N/A | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that ***OMNIA*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***OMNIA*** to notify OMNIA in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting ***OMNIA*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | Maya Lynch | Title: | Proposal Specialist |
| Signature: | | Date: | 12/20/2023 |

# NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

## NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex ss:

I, Dan Calabrese (name of affiant) residing in Somerset (name of municipality)
in the County of Somerset and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Proposal Specialist (title or position) of the firm of SHI International Corp. (name of firm)

_____ the bidder making this Proposal for the bid
entitled Information Technology Solution Products and Services (title of bid proposal), and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the OMNIA (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by N/A.

Subscribed and sworn to

before me this day

Dan Calabrese
Signature

Decebmer 20, 2023

Dan Calabrese
(Type or print name of affiant under signature)

Notary public of New Jersey

My Commission expires June 28, 2028

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT**
**(P.L. 1975, C.127)**

**Company Name:** SHI International Corp.
**Street:** 290 Davidson Ave.
**City, State, Zip Code:** Somerset, NJ 08873

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

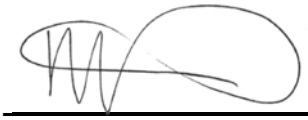
**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

12/20/2023
***Date***



Proposal Specialist
***Authorized Signature and Title***

Certification **15505**

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Feb-2023** to **15-Feb-2026**

**SHI INTERNATIONAL, CORP.**

**290 DAVIDSON AVE.**

**SOMERSET** **NJ** **08873**

ELIZABETH MAHER MUOIO
State Treasurer

# P.L. 1995, c. 127 (N.J.A.C. 17:27)
# MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

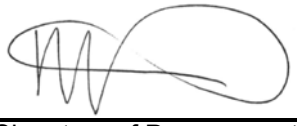
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | SHI International Corp. | | |
| Address: | 290 Davidson Ave. | | |
| City: | Somerset | State: NJ | Zip: 08873 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| Signature | Printed Name | Title |
|---|---|---|
| | Maya Lynch | Proposal Specialist |

### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
| N/A | N/A | N/A | $ N/A |
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☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**
**N.J.S.A. 19:44A-20.26**

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name: Thai Lee<br>Home Address: 290 Davidson Ave.<br>Somerset, NJ<br>08873 | Name: Leo Koguan<br>Home Address: 290 Davidson Ave.<br>Somerset, NJ<br>08873 |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this 20 day of December, 2023

(Notary Public)

My Commission expires: June 28, 2028

Dan Calabrese
(Affiant)

Dan Calabrese Proposal Specialist
(Print name & title of affiant)

(Corporate Seal)

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
## N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

*OR*

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Maya Lynch — *Printed Name of Authorized Agent*

*Signature of Authorized Agent*

Proposal Specialist — *Title*

12/20/2023 — *Date*

SHI International Corp. — *Company Name*

DOC #7

## NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
## (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action

Goods, Professional Services & General Service Projects

## EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Maya Lynch Title: Proposal Specialist

Signature: Date: 12/20/2023

Certification **15505**

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Feb-2023** to **15-Feb-2026**

**SHI INTERNATIONAL, CORP.**

**290 DAVIDSON AVE.**

**SOMERSET** **NJ** **08873**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
**MACBRIDE-PRINCIPLES**

**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**
**DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230**
**TRENTON, NEW JERSEY 08625-0230**

## MACBRIDE PRINCIPALS FORM

**BID SOLICITATION #:** 2024056 **VENDOR/BIDDER:** SHI International Corp.

### VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State,

permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

12/20/2023

Signature Date

Maya Lynch Proposal Specialist

Print Name and Title

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## SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. **DEFAULT.**

1.1. A party will be in default of the Agreement 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.

1.2. 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.

1.3. Notice and Opportunity to Cure. In the event a party is in default then the other party will 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, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the 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. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

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, demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

Agreed ■ NA ☐ Exception:

2. **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:

2.1. 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.

2.2. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include 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.

2.3. 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.

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

Agreed ■ NA ☐ Exception:

3. **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.

Agreed ■ NA ☐ Exception:

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4. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

   Agreed ■ NA ☐ Exception:

5. **NONDISCRIMINATION.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, 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, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and any other applicable non-discrimination laws and rules.

   Agreed ■ NA ☐ Exception:

6. **DAVIS-BACON ACT. For** all prime construction contracts in excess of $2,000, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

   Agreed ■ NA ☐ Exception:

7. **COPELAND "ANTI-KICKBACK" ACT.**

   7.1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   7.2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   7.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

   Agreed ■ NA ☐ Exception:

8. **CONTRACT WORK AND SAFETY STANDARDS ACT.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts in excess of $100,000 that involve the employment of mechanics or laborers each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

   8.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   8.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

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violation of the clause set forth in this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

8.3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

8.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Agreed ■ NA ☐ Exception:

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontracts, the City and the Contractor shall comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued.

Agreed ■ NA ☐ Exception:

10. **CLEAN AIR ACT.** The contractor agrees to:

10.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.

10.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000.

Agreed ■ NA ☐ Exception:

11. **FEDERAL WATER POLLUTION CONTROL ACT.**

11.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.

11.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Agreed ■ NA ☐ Exception:

12. **DEBARMENT.** 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 an award of the Solicitation. Debarment status will be verified using the federal System for Award Management (SAM).

## SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

Agreed ■ NA ☐ Exception:

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

    Agreed ■ NA ☐ Exception:

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

    Agreed ■ NA ☐ Exception:

15. **ENERGY POLICY AND CONSERVATION ACT**. Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

    Agreed ■ NA ☐ Exception:

16. **BUY AMERICA**. The Buy America requirements apply to construction contracts and acquisitions for goods or rolling stock valued at more than $100,000. The Contractor agrees to comply with 49 U.S.C. §5323(j) and its implementing regulations at 49 CFR Part 661, any amendments thereto and any implementing guidance issued by the FTA.

    Agreed ■ NA ☐ Exception:

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

    Agreed ■ NA ☐ Exception:

18. **SOLID WASTE DISPOSAL ACT**. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

    Agreed ■ NA ☐ Exception:

19. **BYRD ANTI-LOBBYING AMENDMENT**. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered.

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

    19.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

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agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

19.3. This certification shall be included in all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Please check the appropriate box:

☒ No funds have been used or are planned to be used for lobbying in connection with this contract, or

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

Agreed ☒ NA ☐ Exception:

**Offeror agrees to comply with the requirements in these Terms and Conditions as well as all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Company Name: SHI International Corp.

Phone Number: _____ email address: Contracts@shi.com

Printed Name and Title of Authorized Representative: Kristina Mann Sr. Manager - Contracts, Legal

Signature of Authorized Representative: DocuSigned by: Kristina Mann EA418E789F09404... Date: 12/20/2023

DocuSign Envelope ID: 19D6E828-8A43-48C2-A71D-CCD60A51C1BE

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability

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This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

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**1.2** Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

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iii. including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to

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ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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## 4. DAVIS-BACON ACT

**a.** Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

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## 6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

**a.** Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b.** Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission ofintelligence.

**c.** Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sumof $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor

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for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

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1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. DEBARMENT AND SUSPENSION**

**a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**c.** Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

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ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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## 10. BYRD ANTI-LOBBYING AMENDMENT

**a.** Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**11. PROCUREMENT OF RECOVERED MATERIALS**

**a.** Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**15. DHS SEAL, LOGO, AND FLAGS**

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or
fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: SHI International Corp.

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

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
Kristina Mann Sr. Manager - Contracts, Legal

Email Address: Contracts@shi.com

Signature of Authorized Representative: DocuSigned by: Kristina Mann EA418E789F09404...

Date: 12/20/2023

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

## SHI International Corp.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: February 28, 2013
Expiration Date: February 28, 2024
WBENC National Certification Number: 2005121863

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Metro NY, a WBENC Regional Partner Organization.

Sandra F. Eberhard

Sandra Eberhard, President & CEO Women's Business Enterprise Council Metro NY

WBECMETRO NY
WOMEN'S BUSINESS ENTERPRISE CENTER
JOIN FORCES SUCCEED TOGETHER.

NAICS: 541519, 423430, 541511
UNSPSC: 43000000, 43211500

Center for Women & Enterprise · Great Lakes Women's Business Council · Greater Women's Business Council · Women's Business Council Southwest · Women's Business Development Center · WBECGREATERDMV · WBEA · WBECEAST · WBECFLORIDA · WBECORV · WBECPACIFIC · WBECSOUTH · WBECWEST

THIS CERTIFIES THAT

# SHI International Corp.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 423430; 541519

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

| 03/03/2023 | | NY03805 |
|---|---|---|
| **Issued Date** | | **Certificate Number** |
| 03/31/2024 | **Ying McGuire**<br>**NMSDC CEO and President** | **Terrence Clark, President & CEO** |
| **Expiration Date** | | |

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

# PROPOSED EXCEPTIONS

Please see SHI's exceptions on following pages. All SHI exceptions can be found in the comment's tool of the PDF.

# SCOPE OF WORK

*This Scope of Work will be compiled into any resulting contract as Exhibit A.*

1. **SCOPE OF WORK:** The City of Mesa (City) is issuing this Request for Proposal (RFP) to establish a contract for the purchase of Information Technology Solution Products and Services. Details of the City's objectives and requirements to which the RFP relates are set out in the scope of work, specifications, questionnaires, pricing document, etc. The City welcomes proposals that are responsive to this RFP ("Proposals") respecting innovative or novel approaches to the City's objectives and requirements.

   After implementation and acceptance of the proposed solution by the City, the initial term will be four (4) years with an opportunity to renew for up to an additional six (6) years. The terms and conditions of any contract extension shall remain the same as the original contract as amended.

   Renewal options are based on Contractor(s) performance, service, and ability to provide high-quality products and demonstrate cost containment efforts. All renewal options and contract extensions shall be through a contract amendment and shall be at the sole discretion of the City.

2. **AWARD:** It is the City's intention that a single or limited number of awards be made under this solicitation. However, at the City's sole discretion, the City may consider multiple awards.

   Should a current contract holder be selected and awarded a new contract, the City reserves the right to transition said contractor to the new contract. The transition will take place over a three (3) to four (4) month period from the effective date of the newly awarded contract.

3. **CONFIDENTIALITY:** Unless receiving consent from the City Purchasing Office, Contractor shall not disclose, sell, or disseminate any data or information obtained in connection with this RFP and the resulting contract.

4. **MINIMUM QUALIFICATIONS:** The City has identified minimum qualifications for this Request for Proposal. The minimum qualifications questions are located in Request for Proposal Questionnaire A. Proposers are to read the requirements, and check yes or no.

5. **PRE-PROPOSAL CONFERENCE:**

   a. Pre-Proposal Conference will be held via an online meeting.
   b. Pre-Proposal Conference – Date and Time: **November 30, 2023, at 9:00 A.M. Local Arizona Time**
      i. **To join the pre-proposal conference, please visit the following website: Microsoft Teams Meeting Invite.**
      ii. **Teleconference Number: 480-535-7460; Conference ID: 563 141 386#**
   c. The purpose of this Pre-Proposal Conference is to provide an informal forum for Proposers to ask questions and gain clarifications on the requirements of the RFP. All Proposers that require formal responses to their questions or clarification must submit their questions in writing to the Procurement Officer and Procurement Specialist referenced in the RFP. All questions should be submitted via e-mail. **Please include the RFP number in all correspondence.**
   d. Proposers are cautioned that all remarks, clarifications, or responses provided to questions during Pre-Proposal Conference are non-binding and must be submitted in writing via email.
   e. **Deadline For Inquiries: December 1, 2023 - 10:00 A.M. Local Arizona Time**

6. **OMNIA PARTNERS CONTRACT REQUIREMENTS.** The City of Mesa, as the Principal Procurement Agency, defined in ATTACHMENT E, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) 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 OMNIA Partners' 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 OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT E, or as otherwise agreed to. ATTACHMENT E contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing, and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor'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. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor, and respond to the OMNIA Partners documents (ATTACHMENT E).

The City of Mesa anticipates spending approximately $150 million over the full potential Master Agreement term for Technology Solutions and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Technology Solutions and Services purchased under the Master Agreement through OMNIA Partners is approximately $1.5 billion. This projection is based on the current annual volumes among the City of Mesa, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

7. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:

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

8. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and 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 fees incurred for expedited shipping or other special delivery requirements. Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees. 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 the City of Mesa requirement and other participating agencies may have other delivery requirements.

# SCOPE OF WORK

9. **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 and Services including but not limited to the following categories:

   a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

   b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices 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, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. 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.

   d. 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.

   e. 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.

   f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), 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.

   g. 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.

   h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

   i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

   j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are

related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.

***Note:*** All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

k. 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.

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

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

11. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Contractor as permitted under the manufacturers' return policy and Contractor's Return Policy found at www.shi.com/returnpolicy. In any event, the original manufacturer or publisher's policies (which may include processing as a warranty claim) will apply. Contractor will order a resplacement unit within one (1) business day of notice of damage, defect or DOA from the City.

31. **INTERVIEWS/DEMONSTRATION:** The top scoring firm(s) **may be** invited for interviews/demonstrations at no additional cost to the City. Proposers that refuse an invitation will be removed from further consideration in the RFP evaluation process.

33. **REQUIREMENTS:** The requirements stated in this Request for Proposal (Scope, Specifications, Questionnaires, pricing, etc. (collectively, the "**Requirements**") are current as of the date issued, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

34. **SUPPLEMENTAL PRODUCTS AND SERVICES:** The scope described in this RFP is preliminary in nature and intended to provide Proposers with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Proposer's proposal and/or during contract negotiations based on budget considerations.

35. **INVOICING/PAYMENT:**

a. Invoices shall be emailed to:
    i. Department of Innovation and Technology: DoITpayables@MesaAZ.gov for the fastest processing.
    ii. Vendors shall not invoice for products/service items not shipped or performed, as this will delay payment of the entire invoice.
b. Invoices shall include the following:
    i. delivery order (DO) #,
    ii. part number(s),
    iii. products/services descriptions,
    iv. list price, percent discount,
    v. city cost (contract pricing),
    vi. if applicable sales tax.
c. Contractor shall not invoice for items not delivered as this will delay payment of the entire invoice.

d. Contractor shall e-mail invoices to the appropriate email address above no later than five (5) to seven (7) calendar days after the product/services is received by the City.
e. Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of an invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

36. **CONTRACT KICK-OFF MEETING:** A kick-off meeting will be held after the award of contract. The contractor(s) and its team will meet with City of Mesa staff to conduct introductions and next steps.

37. **PROPOSAL QUESTIONNAIRES:**

a. Proposers shall use the Questionnaire/Response Forms provided. (Attachment C)
b. Proposal Questionnaire/Response Forms will be used to assist in determining which proposed solution is in the best interest of the City.
c. The City is the sole judge as to determining what is in the best interest of the City.
d. If supporting documentation is required, Proposer shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in the rejection of a Proposal.
e. Supporting documentation must be placed in TAB D.

38. **REQUEST FOR PROPOSAL PRICE SHEET:**

a. Proposals shall be submitted on the Pricing Form provided.
b. Complete Price Sheet (Attachment A).
    i. 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.
c. Price Proposal must be submitted using only the City's Pricing Forms and in an MS Excel format.
d. Failure to do so may result in the loss of points.
e. The City of Mesa will not pay any hidden costs or add-on fees for equipment and services not described in the Proposer's response.

39. **CONTRACT TERMS AND NEGOTIATION SCHEDULE:** Proposer will be expected to utilize the Agreements included in this Solicitation. The Proposer will be expected to complete negotiation for the final contract within one (1) month from notice of intent to award of the contract and start working on the project within thirty (30) days after contract award or contract has been signed. If an acceptable contract cannot be negotiated within this time frame, the City may formally end negotiations and begin negotiating with the next highest scoring Proposer.

Awarded Contractor(s) will be required the sign the City of Mesa and OMNIA Partners agreements contained in this Request for Proposal.

## 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

### 1.1 Requirement

The City of Mesa (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Technology Solutions and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("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 OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners 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, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. 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 OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, 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. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' 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 OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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 OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and 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% 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 OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

## 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 1.5 billion 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 available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

## 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. 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 OMNIA Partners. 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 (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in

conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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 OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

## 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners 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 RESERVED

Supplier commits to providing competitive pricing to Participating Public Agencies nationwide. If a Participating Public Agency is eligible for lower pricing through a national, state, regional, or local or cooperative contract, the Supplier will work with that Participating Public Agency accordiningly.

### 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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER RESPONSE

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

### 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

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

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   d. Historically Underutilized Business Zone Enterprise (HUBZone)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   e. Other recognized diversity certificate holder

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-

owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

   a. is a publicly held corporation and this reporting requirement is not applicable;

   b. is not owned or operated by anyone who has been convicted of a felony; or

   c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

### 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

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

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### 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 supplier's primary go to market strategy for Public Agencies to supplier's 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 Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners 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, Master Agreement details and contact information published on the Supplier's 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 OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, 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 OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

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 OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners 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

F. Confirm Supplier will train 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 OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

H. Describe in detail how Supplier'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 OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Supplier 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, timely contract administration, etc.

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

K. Describe Supplier'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.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier 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 Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated 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 OMNIA Partners).

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 OMNIA Partners 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 OMNIA Partners).

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 Supplier's strategies under these options when responding to a solicitation.

## ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

## RECITALS

**WHEREAS**, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, 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 OMNIA Partners 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 OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners 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 OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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.

## 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. OMNIA Partners 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 OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative 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 OMNIA Partners solely in its capacity as the cooperative 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, OMNIA Partners 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. OMNIA Partners 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. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the negligent acts or omissions of Supplier in with the course of its performance under the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and

privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NEITHER PARTY SHALL NOT 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 ANTICIPAGED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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, FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATED TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN ORIGINAL MANUFACTURER OR PUBLISHER.

**TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications limitations of liability afforded by the Supplier to OMNIA Partners 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.

## NATIONAL PROMOTION

10. OMNIA Partners 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 OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) 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.

11. 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 OMNIA Partners. 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 OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other 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

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, 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.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, 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 OMNIA Partners by the 10th 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 OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners 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 OMNIA Partners 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 OMNIA Partners' 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.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' 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 OMNIA Partners receives such report. In addition, OMNIA Partners 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 OMNIA Partners at the location designated by OMNIA Partners. OMNIA Partners shall request to audit Supplier by providing at least thirty (30) days' written notice to Suppler and such audits shall be limited to not more than once per calendar year. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## 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 OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

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.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any

purchaser of any or all or substantially all of the assets of OMNIA Partners, 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 OMNIA Partners, which shall not be unreasonably withheld. Notwithstanding the foregoing, either may assign this Agreement to a successor pursuant to a merger, consolidation, or sale of all or substantially all its assets.

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. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

SHI International Corp.
290 Davidson Ave
Somerset, NJ 08873

_____

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 OMNIA Partners, 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.

| **[INSERT SUPPLIER ENTITY NAME]** | **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR** |
|---|---|
| Signature | Signature<br>Sarah Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title | Title |
| Date | Date |

# 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, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

## RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, 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 OMNIA Partners 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 OMNIA Partners 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(j), 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 or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

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, policies or procedures.

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 OMNIA Partners 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, provided that the purchase of Products through the OMNIA Partners Parties 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 purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

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 OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. NEITHER OF THE PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either 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) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

| **Participating Public Agency:** | **OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**<br>**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC** |
|---|---|
| Authorized Signature | Signature<br>Sarah E. Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title and Agency Name | Title |
| Date | Date |

# FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

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

## DEFINITIONS

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

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

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

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

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

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

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

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

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

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

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by**

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

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

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

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

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: □

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)
**Certificate of Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: □

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: □

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

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

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

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

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

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

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

## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

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

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____ Date: _____

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

iii. including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 4. DAVIS-BACON ACT

**a.** Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**a.** Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b.** Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**c.** Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in

paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. DEBARMENT AND SUSPENSION**

**a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**c.** Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such

as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

**a.** Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**4. CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**15. DHS SEAL, LOGO, AND FLAGS**

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected

with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

**EXHIBIT 1**
**DRAFT AGREEMENT**

**AGREEMENT PURSUANT TO SOLICITATION**

**CITY OF MESA AGREEMENT NUMBER 2024056**
**INFORMATION TECHNOLOGY SOLUTION PRODUCTS AND 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 450 |
| | Mesa, AZ 85201 |
| Attention | Ted Stallings<br>Procurement Officer II |
| E-Mail | Ted.Stallings@MesaAZ.org |
| Phone | (480) 644-2815 |

With a copy to: City of Mesa – Using Department
Attn: Name, Title
P.O. Box 1466
Mesa, AZ 85211-1466
EndUserEmail@MesaAZ.gov

**AND**

**COMPANY NAME, ("Contractor")**

| | |
|---|---|
| Mailing Address | |
| | |
| Remit to Address | |
| | |
| Attention | |
| E-Mail | |
| Phone | |
| Fax | |

DRAFT

# EXHIBIT 1
# DRAFT AGREEMENT

## CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into as of the last date signed by the Parties, 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 **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTION PRODUCTS AND 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 mean the resale of services performed by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identifiedin 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 my be.

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

F. "Fulfillment Partner" means a third-party contractor qualified and authorized by Contractor, and approved by the City who may, to the extent authorized by Contractor, fulfil any of the requirements of this Agreement including but not limited to providing Products and services under this Agreement and billing the City directly for such Products and services. Contractor may, upon written notice to the City, add or delete authorized Fulfillment Partners as necessary at any time during the term of the Agreement. Fulfillment Partner has no authority to amend this Agreement or to bind Contractor to any additional terms and conditions.

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 **TBD** and ending on **TBD**. 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 six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before 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 vendor 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 before 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 before the expiration of the then-current term.

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 are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement

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

   a. Additional OEM-required terms
   b. Amendments to the Agreement or any mutually agreed upon written agreement made between Contractor and Participating Agencies with conflicting terms to this Agreement where such conflicting terms shall supersede the terms stated herein.
   c. Agreement
   d. Exhibits
      1. Mesa Standard Terms & Conditions
      2. Scope of Work
      3. Other Exhibits not listed above
   e. Solicitation including any addenda
   f. 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.

   5.2 **Prices**. All pricing 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 including transportation, insurance, and delivery. 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 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.

5.3 **Price Adjustment**.

Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the 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 adjustments 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.

Products - During the ninety (90) to sixty (60) day period before annual anniversary 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.

Services (Price Sheet, National Tab) – Every six months (6), 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.

5.4 **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.

5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. 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 Product provided, the quantity delivered and pricing of each unit;

i. Applicable Taxes;
j. If applicable, mileage or travel costs; and
k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **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.

6. **Insurance**.

6.1 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.

6.2 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.

6.3 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.

6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before the execution of the Agreement, Contractor shall verify insurance coverage and may be asked to 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.

6.6 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.

6.7 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.

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

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

6.9.1 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.

6.9.2 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.

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

7. **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 the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **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 in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **WARRANTY.** Contractor warrants the Services conform to the requirements of the Agreement. Additionally, Contractor warrants 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 reasonably determined by the City, the Contractor, at no additional charget to the City, will provide such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

10. PRODUCT WARRANTY. Contractor is a value added reseller ("VAR" of products, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding Products provided under this Agreement. Contractor shall forward the warranties to the City which are provided to the Contractor from the OEM of the Product. 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 the OEM and the City agrees to look soley 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 DICLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT,OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMERDOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

11. **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.

12. **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.

13. **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.

14. **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) Special Terms and Conditions for Federal Funds

15. **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.

16. **LIMITIONATION OF LIABILITY.**
    NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMNAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR

IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMNAGE UDNER ARTICLE ENTITLED "INDEMNIFICATION," EITHER APRTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORY 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.

17. **Force Majeure.**
Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances byond its reasonable control, including actus of nature, acts of the public enemy, riots, fire, expolosions, legislation, and governmental regulation. The party whoe 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 affect 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, plush such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no cercumstances will delays cuased 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.

18. **Title, Risk of Loss, Returns**
A. When applicable, 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 tis receipt by the City, at which time title and risk of loss shall vest fully with the City, unless notice of rejection is provided to Contractor's authorized representiive within 24 hours after such delivery.
B. All returns of Product shall be made in accordance to Contractor's Return Policy as attached hereto at www.shi.com/returnpolicy.

19. **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.

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

# EXHIBIT 1
# DRAFT 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

_____
Title

_____
Date

**CONTRACTOR NAME**

By: _____

_____
Printed Name

_____
Title

_____
Date

REVIEWED BY:

By: _____
Ted Stallings, CPPB
Procurement Officer II

DRAFT

# EXHIBIT 1
# DRAFT AGREEMENT

## EXHIBIT A
## SCOPE OF WORK

*The Scope of Work / Technical Specifications and Vendor Response will be added here when Agreement is finalized.*

DRAFT

**EXHIBIT B**
**PRICING**

*Attachment A Pricing will be added here when Agreement is finalized.*

DRAFT

# EXHIBIT 1
# DRAFT AGREEMENT

## EXHIBIT C
## MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to 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 City, Contractor will defend, indemnify, and hold harmless City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of 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 Contractor 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 for any third parties.

6. **NON-EXCLUSIVITY.** 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 writing and signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by 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/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 compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that City has adopted a policy establishing a drug-free workplace for itself and those doing business with 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 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 t 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 collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute 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 City.

   iii. RESERVED.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached 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 understands and acknowledges that it is the policy of City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.__

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 City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors, or Contractors that use the forced labor or any

goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

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 City, or should otherwise claim City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify City for any tax liability, interest, and penalties imposed upon City.

b. City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. 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, whether or not related to the Agreement, due to City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due City or fees and charges owed to City.

12. **PUBLIC RECORDS.** Contractor acknowledges that City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and 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 documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified City pursuant to Mesa Procurement Rules Section 2.1 or notified City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, 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, City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Pursuant to A.R.S 41-2548 and A.R.S. 32-214, Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. 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 reasonable notice by City. The audit of records may occur at Contractor's place of business or at City offices, as determined by City.

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

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** 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 any individual or entity may provide services under a particular Order. If City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from City, remove any such individual from the performance of services under this Agreement.

16. **DEFAULT.**

    a. A party will be in default of the Agreement 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 City Procurement Rules Article 7 or in an illegal manner;

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

        v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of City's Procurement Rules.

    b. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will 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, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the 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. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

    c. **Anticipatory Repudiation.** Whenever City in good faith has reason to question Contractor's intent or ability to perform, City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, City may treat this failure as an anticipatory repudiation of the Agreement entitling City to terminate the Agreement in accordance with section 17(a) below.

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. City may purchase the services or materials 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.

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 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.** City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, 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 City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City reasonably determines it does not have funds to meet its obligations under this Agreement, 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, 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 for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. City will make final payment within thirty (30) calendar days after City has received Contractor's properly prepared final invoice.

23. 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.

24. **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.

25. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless City, its elected officials, agents, representatives and employees (collectively, including City, "City Personnel") from and against any and all third party liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, reasonable attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) willful misconduct by Contractor or its officers, agents, or employees (collectively, including Contractor, "Contractor Personnel"): (ii) grossly negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with the law in fulfillment of the Services under this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice City's right to recover against third parties for any loss, destruction, or damage to City property and will, at City's request and expense, furnish to ity reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of City.

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

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of City and will not be used or released by Contractor or any other person except with prior written permission by City. Nothwithstanding the foregoing, Contractor shall retain ownership to (1) all of its previously existing intellecutla property, including any systems, derivatives, modifications, and enchancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scriptiong applications used, develop0ed or created by Contractor or its third party licensors during the perforamcne of this Agreement.

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

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of City from representing another person (including Contractor) before City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by 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 person in the course of his or her official duties at 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 risk of loss, injury, or destruction of Contractor's Products or equipment incidental to Contractor providing the services and Products under this Agreement 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.

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

34. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the the foregoing, Contractor will without limitation and at its expense defend City against all third party 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 reasonable attorney's fees awarded against 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 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 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 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.

35. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

36. **COOPERATIVE USE OF CONTRACT.** City has 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 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.

City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. City is not responsible for any disputes arising out of transactions made by others.

37. **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 City's Purchasing Division.

38. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. 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, facsimile, or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

39. **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.

40. **INTEGRATION CLAUSE.** This Exhbit C, along with the Master 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.

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

42. **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.

43. **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.

44. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to 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 this 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 if applicable.

45. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

46. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

DRAFT

# EXHIBIT 1
# DRAFT AGREEMENT

## EXHIBIT D
## SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

*The Special Terms and Conditions for Federal Funds will be added here when Agreement is finalized.*

LIVE REPORT

# SHI INTERNATIONAL CORP.

Tradestyle(s): SOFTWARE HOUSE INTERNATIONAL 1

ACTIVE HEADQUARTERS

**D-U-N-S Number:** 61-142-9481
**Phone:** +1 732 764 8888

**Address:** 290 Davidson Ave, Somerset, NJ, 08873, United States Of America
**Web:** www.shi.com
**Endorsement:** akif_nizam@shi.com
**Exclude from Portfolio Insight:** No
**Folders:** All Companies

## Summary

### KEY DATA ELEMENTS (Formerly: SCORE BAR)

Some of the variables configured for the score bar are not correct. Please customize again and remove incorrect variables.

### D&B PAYDEX - 3 MONTHS

**6 days beyond terms**

### DELINQUENCY SCORE (Formerly Commercial Credit Score)

**Company's Risk Level**
MODERATE-HIGH

**Probability of delinquency over the next 12 months**
**10.78 %**

**Past 12 Months**

### OWNERSHIP

**Subsidiaries**
**8**

**Branches**
**42**

**Total Members**
**53**

**This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.**

| | Global Ultimate | Domestic Ultimate |
|---|---|---|
| Name | Shi International Corp. | Shi International Corp. |
| Country | United States | United States |
| D-U-N-S | 61-142-9481 | 61-142-9481 |

| | Global Ultimate | Domestic Ultimate |
|---|---|---|
| Others | - | - |

## COMPANY PROFILE

**D-U-N-S**
61-142-9481

**Legal Form**
Corporation (US)

**History Record**
Clear

**Ownership**
Not publicly traded

**Mailing Address**
PO Box 952121
Dallas, TX, 75382, UNITED STATES

**Telephone**
+1 732 764 8888

**Website**
www.shi.com

**Present Control Succeeded**
1989

**Employees**
5,200 (1,800 here)

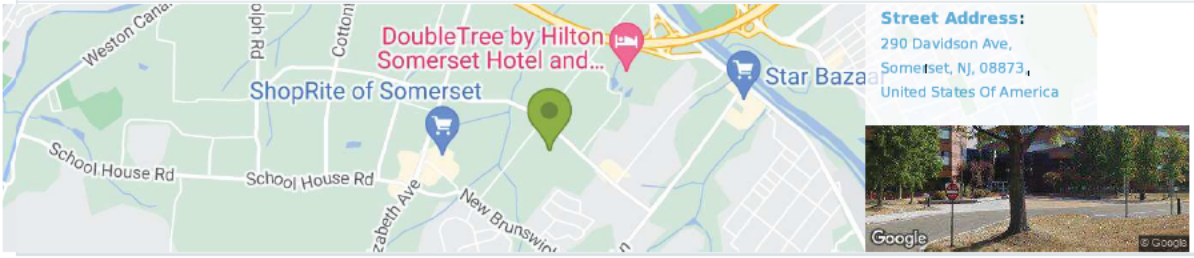
**Age (Year Started)**
34 Years (1989)

**Named Principal**
Thai Lee , CEO

**Line of Business**
Computer and software stores

**SIC**
5734

**NAICS**
449210




## FAILURE SCORE (Formerly Financial Stress Score)

**Company's Risk Level**
MODERATE-HIGH

**Probability of failure over the next 12 months**
**0.55 %**

27

High Risk (1) — Low Risk (100)

### Past 12 Months

Low Risk

High Risk

## LEGAL EVENTS

| Events | Occurrences | Last Filed |
|---|---|---|
| Bankruptcies | 0 | - |
| Judgements | 0 | - |
| Liens | 3 | 12/14/2020 |
| Suits | 0 | - |
| UCC | 208 | 01/11/2023 |

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

## Small Business Risk Insight

### SBRI ORIGINATION LEASE SCORE

**SBRI Origination Lease Score : 815**

### SBRI ORIGINATION CARD SCORE

**SBRI Origination Lease Score : 831**

### SBRI ORIGINATION LOAN SCORE

**SBRI Origination Loan Score : 813**

### KEY SBRI ATTRIBUTES

Total Balance
**150,926.00**

| | |
|---|---|
| **Credit Card Total Balance** | 70,121.00 |
| **Lease Agreement Total Balance** | 3,552.00 |
| **Loan Total Balance** | 77,253.00 |

Total Open SBRI Accounts
**24**

| | |
|---|---|
| **Total Exposure** | 383,903.00 |
| **Maximum Age of All Open Accounts** | 332.00 Months |
| **Total Available Credit - Credit Card** | NA |
| **Total Available Credit - Lines of Credit** | NA |

Number Of Total Accounts Ever Cycle 2+
**5**

| | |
|---|---|
| **Time since most recent Cycle 2 on all accounts** | 6 Months |
| **Worst Delinquent All Accounts** | |
| Past 1-3 Months | Current |
| Past 1-12 Months | Cycle 4 |

### ACCOUNT SUMMARIES

| |
|---|
| **Total Current Balance** |
| **Total Past Due** |
| **Total Past Due Cycle 1** |
| **Total Past Due Cycle 2** |
| **Total Past Due Cycle 3** |

### Total Past Due Cycle 4

### Total Past Due Cycle 5

### Total Charge Off Amount

| Type | Lender | Date Reported | Open Date | Closed Date | Total Payments | Original Amount/Current Credit Line | Current Balance | Total Current Balance | Total Past Due | Past Due Cycle 1 | Past Due Cycle 2 | Past Due Cycle 3 | Past Due Cycle 4 | Past Due Cycle 5 | Charge-Off Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No data found | | | | | | | | | | | | | | | |

## Risk Assessment

### D&B RISK ASSESSMENT

**OVERALL BUSINESS RISK**

HIGH | MODERATE-HIGH | **MODERATE** | LOW-MODERATE | LOW

**Dun & Bradstreet thinks...**

- Overall assessment of this organization over the next 12 months: **STABLE LARGE BUSINESS WITH PAYMENT BEHAVIOR CONCERNS**
- Based on the predicted risk of business discontinuation: **EXHIBITING SOME FINANCIAL STRESS**
- Based on the predicted risk of severely delinquent payments: **HEIGHTENED POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

**MAXIMUM CREDIT RECOMMENDATION**

US$ 400,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

### D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

**Viability Score**
**Compared to All US Businesses within the D&B Database:**

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2** %
- Percentage of businesses ranked **1**: **0.3** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

**Portfolio Comparison**
**Compared to All US Businesses within the same MODEL SEGMENT:**

- Model Segment :**Available Financial Data**
- Level of Risk:**Low Risk**
- Businesses ranked **4** within this model segment have a probability of becoming no longer viable: **0.3** %
- Percentage of businesses ranked **4** with this model segment: **13** %
- Within this model segment, the average probability of becoming no longer viable:**0.6** %

**Data Depth Indicator**
**Data Depth Indicator:**

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.
To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

**Request Financial Statements**

Reference the FINANCIALS tab for this company to monitor the status of your request.

**Company Profile:**
**Company Profile Details:**

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

**A**

| Financial Data | Trade Payments | Company Size | Years in Business |
|---|---|---|---|
| True | Available: 3+Trade | Large | Established |

## FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

27

High Risk (1) Low Risk (100)

- 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 proportion of past due balances to total amount owing
- High number of enquiries to D&B over last 12 months

| Level of Risk | Raw Score | Probability of Failure | Average Probability of Failure for Businesses in D&B Database | Class |
|---|---|---|---|---|
| Moderate-High | 1431 | 0.55 % | 0.48 | 4 |

**Business and Industry Trends**

### BUSINESS AND INDUSTRY COMPARISON

**Selected Segments of Business Attributes**

| Norms | National % |
|---|---|
| This Business | 27 |
| Region:(MIDDLE ATLANTIC) | 23 |
| Industry:GENERAL RETAIL | 33 |
| Employee range:(500-2300000) | 53 |
| Years in Business:(26+) | 68 |

## DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

13

High Risk (1) Low Risk (100)

- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Increase in proportion of delinquent payments in recent payment experiences
- Evidence of open liens

| Level of Risk | Raw Score | Probability of Delinquency | Compared to Businesses in D&B Database | Class |
|---|---|---|---|---|
| Moderate-High | 463 | 10.78 % | 10.2 % | 4 |

**Business and Industry Trends**

### BUSINESS AND INDUSTRY COMPARISON

**Selected Segments of Business Attributes**

| Norms | National % |
|---|---|
| This Business | 13 |
| Region:(MIDDLE ATLANTIC) | 25 |
| Industry:GENERAL RETAIL | 36 |
| Employee range:(500-2768886) | 75 |
| Years in Business:(26+) | 79 |

### D&B PAYDEX

75

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average days_beyond_terms

☐ High risk of late payment (Average 30 to 120 days beyond terms)

### D&B 3 MONTH PAYDEX

76

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 6 days beyond terms

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

**Industry Median:** 76
Equals 6 Days Beyond Terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

**Industry Median:** 76
Equals 6 Days Beyond Terms

**Business and Industry Trends**

5734 - Computer and software stores

### D&B RATING

Current Rating as of 04/20/2021

**Financial Strength**
**5A** : USD 50,000,000 and over in Net Worth or Equity

**Risk Indicator**
**3** : Moderate Risk

Previous Rating

**Financial Strength**
**5A** : US$ 50,000,000 and over in Net Worth or Equity

**Risk Indicator**
**2** : Low Risk

History since 05/07/2002

| Date Applied | D&B Rating |
|---|---|
| 01/24/2018 | 5A2 |
| 05/05/2015 | 5A3 |
| 11/26/2014 | – |
| 08/21/2014 | 5A3 |
| 06/12/2014 | – |

## Trade Payments

### TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
**8**
Days Beyond Terms

**Highest Now Owing:**
US$ 15,000,000

% of Trade Within Terms
**53%**

**Total Trade Experiences:**
263
Largest High Credit:
US$ 50,000,000
Average High Credit:
US$ 912,474

Highest Past Due
**US$ 500,000**

**Total Unfavorable Comments :**
2
Largest High Credit:
US$ 10,000

**Total Placed in Collections:**
3
Largest High Credit:
US$ 0

### D&B PAYDEX

75
High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average days_beyond_terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

**Industry Median:** 76
Equals 6 Days Beyond Terms

### D&B 3 MONTH PAYDEX

76
High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 6 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

**Industry Median:** 76
Equals 6 Days Beyond Terms

### BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

5734 - Computer and software stores

| | 4/21 | 5/21 | 6/21 | 7/21 | 8/21 | 9/21 | 10/21 | 11/21 | 12/21 | 1/22 | 2/22 | 3/22 | 4/22 | 5/22 | 6/22 | 7/22 | 8/22 | 9/22 | 10/22 | 11/22 | 12/22 | 1/23 | 2/23 | Current 2023 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| This Business | 74 | 76 | 76 | 74 | 74 | 74 | 74 | 74 | 74 | 73 | 77 | 76 | 75 | 76 | 76 | 76 | 76 | 76 | 75 | 75 | 75 | 74 | 75 | 75 |
| Industry Quartile | | | | | | | | | | | | | | | | | | | | | | | | |
| Upper | - | - | 80 | - | - | 80 | - | - | 80 | - | - | 79 | - | - | 80 | - | - | 80 | - | - | 80 | - | - | - |
| Median | - | - | 75 | - | - | 75 | - | - | 75 | - | - | 75 | - | - | 76 | - | - | 76 | - | - | 76 | - | - | - |

| | 4/21 | 5/21 | 6/21 | 7/21 | 8/21 | 9/21 | 10/21 | 11/21 | 12/21 | 1/22 | 2/22 | 3/22 | 4/22 | 5/22 | 6/22 | 7/22 | 8/22 | 9/22 | 10/22 | 11/22 | 12/22 | 1/23 | 2/23 | Current 2023 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lower | - | - | 69 | - | - | 69 | - | - | 69 | - | - | 67 | - | - | 67 | - | - | 67 | - | - | 69 | - | - | - |

## TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

| Range of Credit Extended (US$) | Number of Payment Experiences | Total Value | % Within Terms |
|---|---|---|---|
| 100,000 & over | 53 | US$ 194,300,000 | 85 |
| 50,000 - 99,999 | 21 | US$ 1,535,000 | 46 |
| 15,000 - 49,999 | 37 | US$ 955,000 | 60 |
| 5,000 - 14,999 | 32 | US$ 230,000 | 41 |
| 1,000 - 4,999 | 34 | US$ 59,500 | 54 |
| Less than 1,000 | 39 | US$ 15,000 | 38 |

## TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

| Industry Category. | Number of Payment Experiences | Largest High Credit (US$) | % Within Terms (Expand to View) | 1 - 30 Days Late (%) | 31 - 60 Days Late (%) | 61 - 90 Days Late (%) | 91 + Days Late (%) |
|---|---|---|---|---|---|---|---|
| 17 - Construction - Special Trade Contractors | 1 | 35,000 | 50 | 0 | 0 | 50 | 0 |
| 1711 - Mechanical contractor | 1 | 35,000 | 50 | 0 | 0 | 50 | 0 |
| 25 - Furniture and Fixtures | 1 | 15,000 | 0 | 100 | 0 | 0 | 0 |
| 2522 - Mfg nonwd office furn | 1 | 15,000 | 0 | 100 | 0 | 0 | 0 |
| 27 - Printing, Publishing and Allied Industries | 4 | 25,000 | 33 | 6 | 33 | 28 | 0 |
| 2741 - Misc publishing | 2 | 25,000 | 0 | 17 | 0 | 83 | 0 |
| 2731 - Books-print/publish | 1 | 25,000 | 100 | 0 | 0 | 0 | 0 |
| 2759 - Misc coml printing | 1 | 10,000 | 0 | 0 | 100 | 0 | 0 |
| 28 - Chemicals and Allied Products | 1 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| 2851 - Mfg paint/allied prdt | 1 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| 30 - Rubber and Miscellaneous Plastics Products | 1 | 250 | 0 | 50 | 0 | 50 | 0 |
| 3089 - Mfg misc plastic prdt | 1 | 250 | 0 | 50 | 0 | 50 | 0 |
| 34 - Fabricated Metal Products except Machinery and Transportation Equipment | 3 | 10,000 | 33 | 50 | 17 | 0 | 0 |
| 3492 - Mfg fluid power valve | 1 | 10,000 | 0 | 100 | 0 | 0 | 0 |
| 3444 - Mfg sheet metalwork | 1 | 7,500 | 100 | 0 | 0 | 0 | 0 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3491 – Mfg industrial valves | 1 | 500 | 0 | 50 | 50 | 0 | 0 |
| 35 - Industrial and Commercial Machinery and Computer Equipment | 10 | 1,000,000 | 41 | 29 | 7 | 12 | 11 |
| 3572 – Mfg computer storage | 4 | 900,000 | 53 | 43 | 4 | 0 | 0 |
| 3571 – Mfg computers | 3 | 300,000 | 49 | 23 | 23 | 5 | 0 |
| 3579 – Mfg misc office eqpt | 2 | 50,000 | 13 | 0 | 0 | 44 | 43 |
| 3577 – Mfg comp peripherals | 1 | 1,000,000 | 50 | 50 | 0 | 0 | 0 |
| 36 - Electronic and other electrical equipment and components except computer equipment | 9 | 600,000 | 51 | 17 | 7 | 17 | 8 |
| 3625 – Mfg relays/controls | 3 | 200,000 | 54 | 2 | 44 | 0 | 0 |
| 3663 – Mfg broadcastng equip | 2 | 600,000 | 50 | 0 | 0 | 0 | 50 |
| 3699 – Mfg misc elect. equip | 1 | 45,000 | 0 | 0 | 0 | 100 | 0 |
| 3674 – Mfg semiconductors | 1 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| 3613 – Mfg switchgear-boards | 1 | 1,000 | 100 | 0 | 0 | 0 | 0 |
| 3679 – Mfg elect. components | 1 | 750 | 0 | 100 | 0 | 0 | 0 |
| 37 - Transportation Equipment | 3 | 60,000 | 0 | 89 | 0 | 0 | 11 |
| 3724 – Mfg plane engine/part | 3 | 60,000 | 0 | 89 | 0 | 0 | 11 |
| 38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks | 10 | 500,000 | 25 | 26 | 20 | 14 | 15 |
| 3823 – Mfg process controls | 3 | 45,000 | 50 | 50 | 0 | 0 | 0 |
| 3861 – Mfg photograph equip | 3 | 10,000 | 0 | 5 | 0 | 47 | 48 |
| 3841 – Mfg medical instrmnt | 2 | 500,000 | 25 | 25 | 0 | 25 | 25 |
| 3825 – Mfg electric test prd | 1 | 100,000 | 50 | 50 | 0 | 0 | 0 |
| 3873 – Mfg watch/clock/parts | 1 | 5,000 | 0 | 0 | 100 | 0 | 0 |
| 39 - Miscellaneous Manufacturing | 1 | 7,500 | 100 | 0 | 0 | 0 | 0 |

| Industries | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3949 = Mfg sporting goods | 1 | 7,500 | 100 | 0 | 0 | 0 | 0 |
| 42 = Motor Freight Transportation and Warehousing | 10 | 15,000 | 51 | 30 | 17 | 0 | 2 |
| 4213 = Trucking non-local | 10 | 15,000 | 51 | 30 | 17 | 0 | 2 |
| 45 = Transportation by Air | 6 | 1,000,000 | 76 | 24 | 0 | 0 | 0 |
| 4513 = Air courier service | 5 | 1,000,000 | 52 | 48 | 0 | 0 | 0 |
| 4512 = Scheduled air trans | 1 | 1,000 | 100 | 0 | 0 | 0 | 0 |
| 47 = Transportation Services | 3 | 5,000 | 88 | 6 | 0 | 0 | 6 |
| 4731 = Arrange cargo transpt | 3 | 5,000 | 88 | 6 | 0 | 0 | 6 |
| 48 = Communications | 12 | 100,000 | 90 | 10 | 0 | 0 | 0 |
| 4813 = Telephone communictns | 8 | 100,000 | 70 | 30 | 0 | 0 | 0 |
| 4812 = Radiotelephone commun | 3 | 100,000 | 100 | 0 | 0 | 0 | 0 |
| 4899 = Misc communictns svcs | 1 | 5,000 | 100 | 0 | 0 | 0 | 0 |
| 50 = Wholesale Trade = Durable Goods | 45 | 50,000,000 | 48 | 15 | 18 | 2 | 17 |
| 5045 = Whol computers/softwr | 14 | 50,000,000 | 98 | 2 | 0 | 0 | 0 |
| 5065 = Whol electronic parts | 13 | 30,000,000 | 88 | 5 | 0 | 0 | 7 |
| 5063 = Whol electrical equip | 5 | 75,000 | 36 | 31 | 0 | 0 | 33 |
| 5084 = Whol industrial equip | 3 | 25,000 | 77 | 23 | 0 | 0 | 0 |
| 5064 = Whol appliances | 2 | 15,000,000 | 53 | 47 | 0 | 0 | 0 |
| 5044 = Whol office equipment | 2 | 400,000 | 52 | 0 | 48 | 0 | 0 |
| 5049 = Whol misc profsn eqpt | 2 | 750 | 20 | 60 | 0 | 20 | 0 |
| 5099 = Whol durable goods | 1 | 90,000 | 100 | 0 | 0 | 0 | 0 |
| 5046 = Whol misc coml equip | 1 | 5,000 | 0 | 0 | 50 | 0 | 50 |
| 5051 = Whol metal | 1 | 500 | 0 | 0 | 100 | 0 | 0 |
| 5072 = Whol hardware | 1 | 50 | 0 | 0 | 0 | 0 | 100 |
| 51 = Wholesale Trade - Nondurable Goods | 3 | 85,000 | 48 | 23 | 30 | 0 | 0 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5112 – Whol office supplies | 2 | 25,000 | 46 | 45 | 9 | 0 | 0 |
| 5113 – Whol service paper | 1 | 85,000 | 50 | 0 | 50 | 0 | 0 |
| 57 – Home Furniture Furnishings and Equipment Stores | 1 | 15,000 | 50 | 50 | 0 | 0 | 0 |
| 5712 – Ret furniture | 1 | 15,000 | 50 | 50 | 0 | 0 | 0 |
| 59 – Miscellaneous Retail | 4 | 10,000 | 67 | 0 | 17 | 0 | 17 |
| 5943 – Ret stationery | 2 | 2,500 | 50 | 0 | 0 | 0 | 50 |
| 5999 – Ret misc merchandise | 1 | 10,000 | 50 | 0 | 50 | 0 | 0 |
| 5961 – Ret mail-order house | 1 | 500 | 100 | 0 | 0 | 0 | 0 |
| 60 – Depository Institutions | 2 | 65,000 | 100 | 0 | 0 | 0 | 0 |
| 6021 – Natnl commercial bank | 2 | 65,000 | 100 | 0 | 0 | 0 | 0 |
| 61 – Nondepository Credit Institutions | 9 | 100,000 | 17 | 65 | 18 | 0 | 0 |
| 6153 – Short-trm busn credit | 6 | 100,000 | 26 | 38 | 36 | 0 | 0 |
| 6159 – Misc business credit | 3 | 7,500 | 8 | 92 | 0 | 0 | 0 |
| 73 – Business Services | 44 | 10,000,000 | 44 | 18 | 31 | 5 | 2 |
| 7372 – Prepackaged software | 13 | 2,000,000 | 49 | 25 | 14 | 3 | 9 |
| 7371 – Custom programming | 8 | 1,000,000 | 53 | 16 | 27 | 0 | 4 |
| 7374 – Data processing svcs | 6 | 200,000 | 40 | 59 | 0 | 1 | 0 |
| 7389 – Misc business service | 5 | 300,000 | 51 | 15 | 34 | 0 | 0 |
| 7373 – Computer system desgn | 3 | 10,000,000 | 49 | 0 | 51 | 0 | 0 |
| 7363 – Help supply service | 3 | 100,000 | 57 | 0 | 0 | 43 | 0 |
| 7359 – Misc equipment rental | 3 | 30,000 | 49 | 0 | 49 | 0 | 2 |
| 7379 – Misc computer service | 2 | 2,000,000 | 51 | 49 | 0 | 0 | 0 |
| 7361 – Employment agency | 1 | 80,000 | 0 | 0 | 100 | 0 | 0 |
| 87 – Engineering Accounting Research Management and Related Services | 6 | 200,000 | 63 | 0 | 13 | 13 | 13 |
| 8731 – Physical research | 2 | 100,000 | 50 | 0 | 0 | 0 | 50 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8711 - Engineering services | 2 | 5,000 | 100 | 0 | 0 | 0 | 0 |
| 8734 - Testing laboratory | 1 | 200,000 | 50 | 0 | 0 | 50 | 0 |
| 8744 - Facilities support | 1 | 70,000 | 50 | 0 | 50 | 0 | 0 |
| 93 - Public Finance Taxation and Monetary Policy | 9 | 1,000,000 | 100 | 0 | 0 | 0 | 0 |
| 9311 - Public finance | 9 | 1,000,000 | 100 | 0 | 0 | 0 | 0 |
| 94 - Administration of Human Resource Programs | 1 | 250 | 100 | 0 | 0 | 0 | 0 |
| 9431 - Admin public health | 1 | 250 | 100 | 0 | 0 | 0 | 0 |
| 96 - Administration of Economic Programs | 2 | 250 | 100 | 0 | 0 | 0 | 0 |
| 9611 - Admin economic prgm | 2 | 250 | 100 | 0 | 0 | 0 | 0 |
| 99 - Nonclassifiable Establishments | 15 | 60,000 | 35 | 4 | 3 | 54 | 4 |
| 9999 - Nonclassified | 15 | 60,000 | 35 | 4 | 3 | 54 | 4 |

## TRADE LINES

| Date of Experience | Payment Status | Selling Terms | High Credit (US$) | Now Owes (US$) | Past Due (US$) | Months Since Last Sale |
|---|---|---|---|---|---|---|
| 02/23 | Pays Promptly | - | 30,000,000 | 3,000,000 | 0 | 1 |
| 02/23 | Pays Promptly | - | 7,000,000 | 500,000 | 0 | 1 |
| 02/23 | Pays Promptly | - | 100,000 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Promptly | - | 100,000 | 0 | 0 | 1 |
| 02/23 | Pays Promptly | - | 75,000 | 75,000 | 0 | 1 |
| 02/23 | Pays Promptly | - | 55,000 | 0 | 0 | Between 4 and 5 Months |
| 02/23 | Pays Promptly | - | 45,000 | 0 | 0 | Between 2 and 3 Months |
| 02/23 | Pays Promptly | - | 35,000 | 35,000 | 0 | 1 |
| 02/23 | Pays Promptly | - | 25,000 | 2,500 | 0 | 1 |
| 02/23 | Pays Promptly | - | 25,000 | 25,000 | 0 | 1 |
| 02/23 | Pays Promptly | - | 20,000 | 500 | 0 | 1 |
| 02/23 | Pays Promptly | N30 | 15,000 | 500 | 250 | - |
| 02/23 | Pays Promptly | - | 10,000 | 7,500 | 0 | 1 |
| 02/23 | Pays Promptly | - | 7,500 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Promptly | - | 5,000 | 5,000 | 0 | 1 |
| 02/23 | Pays Promptly | - | 2,500 | 0 | 0 | 1 |
| 02/23 | Pays Promptly | - | 2,500 | 0 | 0 | Between 2 and 3 Months |
| 02/23 | Pays Promptly | - | 2,500 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Promptly | - | 1,000 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Promptly | - | 1,000 | 1,000 | 0 | 1 |
| 02/23 | Pays Promptly | - | 1,000 | 0 | 0 | Between 2 and 3 Months |

| Date of Experience | Payment Status | Selling Terms | High Credit (US$) | Now Owes (US$) | Past Due (US$) | Months Since Last Sale |
|---|---|---|---|---|---|---|
| 02/23 | Pays Promptly | - | 1,000 | 0 | 0 | 1 |
| 02/23 | Pays Promptly | - | 750 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Promptly | - | 500 | 0 | 0 | Between 4 and 5 Months |
| 02/23 | Pays Promptly | - | 500 | 0 | 0 | Between 4 and 5 Months |
| 02/23 | Pays Promptly | - | 250 | 0 | 0 | 1 |
| 02/23 | Pays Promptly | - | 100 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Prompt to Slow 30+ | - | 2,000,000 | 0 | 0 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | - | 2,000,000 | 900,000 | 400,000 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | - | 1,000,000 | 500,000 | 25,000 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | - | 300,000 | 50,000 | 50,000 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | - | 100,000 | 55,000 | 0 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | - | 100,000 | 35,000 | 2,500 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | N30 | 45,000 | 0 | 0 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | - | 15,000 | 100 | 0 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | - | 5,000 | 500 | 0 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | - | 2,500 | 750 | 0 | 1 |
| 02/23 | Pays Prompt to Slow 30+ | - | 1,000 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Prompt to Slow 60+ | - | 10,000,000 | 6,000,000 | 200,000 | 1 |
| 02/23 | Pays Prompt to Slow 60+ | - | 600,000 | 200,000 | 0 | 1 |
| 02/23 | Pays Prompt to Slow 60+ | - | 90,000 | 250 | 250 | Between 2 and 3 Months |
| 02/23 | Pays Prompt to Slow 60+ | - | 30,000 | 25,000 | 20,000 | 1 |
| 02/23 | Pays Prompt to Slow 90+ | - | 500,000 | 500,000 | 100,000 | 1 |
| 02/23 | Pays Prompt to Slow 90+ | - | 200,000 | 200,000 | 100,000 | 1 |
| 02/23 | Pays Prompt to Slow 90+ | - | 35,000 | 0 | 0 | Between 2 and 3 Months |
| 02/23 | Pays Prompt to Slow 120+ | - | 100,000 | 45,000 | 45,000 | 1 |
| 02/23 | Pays Prompt to Slow 120+ | - | 2,500 | 250 | 0 | 1 |
| 02/23 | Pays Prompt to Slow 180+ | - | 2,500 | 0 | 0 | Between 4 and 5 Months |
| 02/23 | Pays Slow 15+ | - | 70,000 | 30,000 | 25,000 | 1 |
| 02/23 | Pays Slow 30+ | - | 15,000 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Slow 30+ | - | 2,500 | 0 | 0 | Between 2 and 3 Months |
| 02/23 | Pays Slow 30+ | - | 1,000 | 1,000 | 0 | Between 4 and 5 Months |
| 02/23 | Pays Slow 35+ | - | 5,000 | 100 | 100 | 1 |
| 02/23 | Pays Slow 30-60+ | N30 | 100,000 | 40,000 | 35,000 | 1 |
| 02/23 | Pays Slow 60+ | - | 10,000 | 10,000 | 10,000 | Between 2 and 3 Months |
| 02/23 | Pays Slow 60+ | - | 5,000 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Slow 60+ | N30 | 2,500 | 50 | 0 | 1 |
| 02/23 | Pays Slow 30-60+ | - | 500 | 500 | 500 | Between 4 and 5 Months |

| Date of Experience | Payment Status | Selling Terms | High Credit (US$) | Now Owes (US$) | Past Due (US$) | Months Since Last Sale |
|---|---|---|---|---|---|---|
| 02/23 | Pays Slow 60+ | - | 60,000 | 35,000 | 35,000 | Between 2 and 3 Months |
| 02/23 | Pays Slow 30-90+ | N30 | 60,000 | 20,000 | 20,000 | Between 6 and 12 Months |
| 02/23 | Pays Slow 90+ | - | 25,000 | 0 | 0 | Between 4 and 5 Months |
| 02/23 | Pays Slow 90+ | - | 10,000 | 7,500 | 0 | - |
| 02/23 | Pays Slow 90+ | - | 7,500 | 0 | 0 | Between 4 and 5 Months |
| 02/23 | Pays Slow 90+ | - | 250 | 250 | 250 | - |
| 02/23 | Pays Slow 120+ | - | 10,000 | 10,000 | 0 | Between 2 and 3 Months |
| 02/23 | Pays Slow 15-120+ | - | 1,000 | 0 | 0 | Between 2 and 3 Months |
| 02/23 | Pays Slow 120+ | - | 750 | 750 | 750 | Between 4 and 5 Months |
| 02/23 | Pays Slow 120+ | - | 250 | 250 | 250 | - |
| 02/23 | Pays Slow 120+ | - | 50 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | - | Cash account | 0 | 0 | 0 | 1 |
| 02/23 | Placed for collection | - | 0 | 1,000 | 1,000 | - |
| 01/23 | Pays Promptly | - | 2,500 | 0 | 0 | Between 6 and 12 Months |
| 01/23 | Pays Promptly | N30 | 1,000 | 0 | 0 | Between 6 and 12 Months |
| 12/22 | Pays Promptly | - | 750 | 0 | 0 | 1 |
| 11/22 | Pays Promptly | - | 1,000 | 0 | 0 | Between 6 and 12 Months |
| 10/22 | Pays Promptly | - | 50 | 0 | 0 | Between 6 and 12 Months |
| 03/22 | Pays Promptly | - | 2,500 | 0 | 0 | 1 |
| 03/22 | Pays Promptly | - | 50 | 0 | 0 | 1 |
| 03/22 | Pays Promptly | - | 50 | 0 | 0 | 1 |
| 03/22 | Pays Promptly | - | 50 | 0 | 0 | 1 |

**OTHER PAYMENT CATEGORIES**

| Other Payment Categories | Experience | Total Amount |
|---|---|---|
| Cash experiences | 37 | US$ 253,900 |
| Payment record unknown | 5 | US$ 27,050 |
| Unfavorable comments | 2 | US$ 10,250 |
| Placed for collections | 3 | US$ 0 |
| Total in D&B's file | 263 | US$ 197,385,700 |

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met 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 represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

## Legal Events

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.

| Bankruptcies | Judgements | Liens | Suits | UCCs |
|---|---|---|---|---|
| **No** | **0**<br>Latest Filing: - | **3**<br>Latest Filing: 12/14/2020 | **0**<br>Latest Filing: - | **208**<br>Latest Filing: 01/11/2023 |

## EVENTS

**Lien** - Tax Lien

| | |
|---|---|
| **Filing Date** | 12/14/2020 |
| **Filing Number** | 20-1643853 |
| **Status** | Open |
| **Date Status Attained** | 12/14/2020 |
| **Received Date** | 01/15/2021 |
| **Amount** | US$ 183 |
| **Debtors** | SHI INTERNATIONAL INC, EL SEGUNDO, CA |
| **Creditors** | TAX COLLECTOR |
| **Court** | LOS ANGELES COUNTY RECORDER OF DEEDS, NORWALK, CA |

**Lien** - Tax Lien

| | |
|---|---|
| **Filing Date** | 12/10/2019 |
| **Filing Number** | 19-1363643 |
| **Status** | Open |
| **Date Status Attained** | 12/10/2019 |
| **Received Date** | 01/06/2020 |
| **Amount** | US$ 184 |
| **Debtors** | SHI INTERNATIONAL INC, EL SEGUNDO, CA |
| **Creditors** | TAX COLLECTOR |
| **Court** | LOS ANGELES COUNTY RECORDER OF DEEDS, NORWALK, CA |

**Lien** - Tax Lien

| | |
|---|---|
| **Filing Date** | 04/15/2019 |
| **Filing Number** | 19-0135548 |
| **Status** | Open |
| **Date Status Attained** | 04/15/2019 |
| **Received Date** | 06/03/2019 |
| **Amount** | US$ 25 |
| **Debtors** | SHI INTERNATIONAL CORP |
| **Creditors** | TAX COLLECTOR |
| **Court** | SAN DIEGO COUNTY RECORDERS OFFICE, SAN DIEGO, CA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 03/24/2022 |

| | |
|---|---|
| **Filing Number** | 55835363 |
| **Received Date** | 04/05/2022 |
| **Collateral** | Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS |
| **Secured Party** | WELLS FARGO BANK, N.A., WINSTON SALEM, NC |
| **Debtors** | SHI INTERNATIONAL CORP. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Amendment

| | |
|---|---|
| **Filing Date** | 10/12/2021 |
| **Filing Number** | 1922103 |
| **Received Date** | 10/22/2021 |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ARMONK, NY |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Secured Party** | PERIDOT FINANCING SOLUTIONS LLC, NEW YORK, NY |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL INC, SOMERSET, NJ |
| **Debtors** | and OTHERS |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Assignment

| | |
|---|---|
| **Filing Date** | 09/03/2021 |
| **Filing Number** | 1922103 |
| **Received Date** | 09/24/2021 |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ARMONK, NY |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Secured Party** | PERIDOT FINANCING SOLUTIONS LLC, NEW YORK, NY |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL INC, SOMERSET, NJ |
| **Debtors** | and OTHERS |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Original

| | |
|---|---|
| **Filing Date** | 05/13/2021 |
| **Filing Number** | 55213745 |
| **Received Date** | 05/21/2021 |

| | |
|---|---|
| **Collateral** | Accounts receivable and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds |
| **Secured Party** | CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY |
| **Debtors** | SHI INTERNATIONAL CORP. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Original

| | |
|---|---|
| **Filing Date** | 11/17/2020 |
| **Filing Number** | 54899302 |
| **Received Date** | 11/23/2020 |
| **Collateral** | Accounts receivable and proceeds - Contract rights and proceeds |
| **Secured Party** | JPMORGAN CHASE BANK, N.A., CHICAGO, IL |
| **Debtors** | SHI INTERNATIONAL CORP. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Original

| | |
|---|---|
| **Filing Date** | 11/17/2020 |
| **Filing Number** | 54899292 |
| **Received Date** | 11/23/2020 |
| **Collateral** | Accounts receivable and proceeds - Contract rights and proceeds |
| **Secured Party** | JPMORGAN CHASE BANK, N.A., CHICAGO, IL |
| **Debtors** | SHI INTERNATIONAL CORP. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Original

| | |
|---|---|
| **Filing Date** | 08/21/2020 |
| **Filing Number** | 54717956 |
| **Received Date** | 08/31/2020 |
| **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 |
| **Secured Party** | U.S. SMALL BUSINESS ADMINISTRATION, BIRMINGHAM, AL |
| **Debtors** | THAI LEE |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Amendment

| | |
|---|---|
| **Filing Date** | 08/12/2020 |
| **Filing Number** | 54005570 |
| **Received Date** | 08/24/2020 |
| **Collateral** | Negotiable instruments including proceeds and products - Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products - and OTHERS |

| | |
|---|---|
| **Original Filing Date** | 05/14/2020 |
| **Original Filing Number** | 54005570 |
| **Secured Party** | SUMITOMO MITSUI FINANCE & LEASING CO., LTD., NEW YORK, NY |
| **Debtors** | SHI INTERNATIONAL CORP. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Original

| | |
|---|---|
| **Filing Date** | 05/14/2020 |
| **Filing Number** | 54005570 |
| **Received Date** | 05/17/2020 |
| **Secured Party** | SUMITOMO MITSUI FINANCE & LEASING CO., LTD., NEW YORK, NY |
| **Debtors** | SHI INTERNATIONAL CORP. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Continuation

| | |
|---|---|
| **Filing Date** | 04/25/2019 |
| **Filing Number** | 1922103 |
| **Received Date** | 05/20/2019 |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT LLC, ATLANTA, GA |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC., SOMERSET, NJ |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Original

| | |
|---|---|
| **Filing Date** | 08/02/2018 |
| **Filing Number** | 20180606893X |
| **Received Date** | 08/17/2018 |
| **Collateral** | Negotiable instruments and proceeds - Assets and proceeds - Account(s) and proceeds - Chattel paper and proceeds - and OTHERS |
| **Secured Party** | PNC EQUIPMENT FINANCE, LLC (USD), CINCINNATI, OH |
| **Debtors** | SHI INTERNATIONAL CORP. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL |

**UCC Filing -** Continuation

| | |
|---|---|
| **Filing Date** | 05/06/2016 |
| **Filing Number** | 26077512 |
| **Received Date** | 05/24/2016 |
| **Original Filing Date** | 09/14/2011 |
| **Original Filing Number** | 26077512 |

| | |
|---|---|
| **Secured Party** | BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL |
| **Debtors** | SHI INTERNATIONAL CORP |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Original

| | |
|---|---|
| **Filing Date** | 02/22/2016 |
| **Filing Number** | 160005752389 |
| **Received Date** | 03/01/2016 |
| **Collateral** | Negotiable instruments and proceeds - Accounts receivable and proceeds - Account(s) and proceeds - Assets and proceeds - and OTHERS |
| **Secured Party** | RWN, INC., NORTH KANSAS CITY, MO |
| **Debtors** | PHI SUB I, LLC, DALLAS, TX |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX |

**UCC Filing -** Continuation

| | |
|---|---|
| **Filing Date** | 04/16/2014 |
| **Filing Number** | 1922103 |
| **Received Date** | 09/09/2014 |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Partial release

| | |
|---|---|
| **Filing Date** | 02/13/2013 |
| **Filing Number** | 1922103 |
| **Received Date** | 04/18/2013 |
| **Collateral** | SECURITY INTEREST and proceeds |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Amendment

| | |
|---|---|
| **Filing Date** | 11/15/2012 |
| **Filing Number** | 1922103 |
| **Received Date** | 02/28/2013 |
| **Collateral** | CONTRACT and proceeds |

| | |
|---|---|
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Partial release

| | |
|---|---|
| **Filing Date** | 11/01/2012 |
| **Filing Number** | 1922103 |
| **Received Date** | 01/10/2013 |
| **Collateral** | CONTRACT and proceeds |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Partial release

| | |
|---|---|
| **Filing Date** | 08/01/2012 |
| **Filing Number** | 1922103 |
| **Received Date** | 09/28/2012 |
| **Collateral** | SECURITY INTEREST and proceeds |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Partial release

| | |
|---|---|
| **Filing Date** | 06/25/2012 |
| **Filing Number** | 1922103 |
| **Received Date** | 09/04/2012 |
| **Collateral** | AGREEMENT and proceeds |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT LLC, ATLANTA, GA |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Partial release

| | |
|---|---|
| **Filing Date** | 03/23/2012 |
| **Filing Number** | 1922103 |
| **Received Date** | 05/16/2012 |
| **Collateral** | SECURITY INTEREST and proceeds |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Partial release

| | |
|---|---|
| **Filing Date** | 12/21/2011 |
| **Filing Number** | 1922103 |
| **Received Date** | 04/07/2012 |
| **Collateral** | SECURITY INTEREST and proceeds |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ARMONK, NY |
| **Debtors** | SHI INTERNATIONAL CORP. |
| **Debtors** | and OTHERS |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Partial release

| | |
|---|---|
| **Filing Date** | 10/03/2011 |
| **Filing Number** | 1922103 |
| **Received Date** | 12/20/2012 |
| **Collateral** | CONTRACT and proceeds |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Amendment

| | |
|---|---|
| **Filing Date** | 10/03/2011 |
| **Filing Number** | 26077512 |
| **Received Date** | 02/16/2012 |
| **Original Filing Date** | 09/14/2011 |

| | |
|---|---|
| **Original Filing Number** | 26077512 |
| **Secured Party** | BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL |
| **Secured Party** | BANK OF AMERICA, NATIONAL ASSOCIATION, CHICAGO, IL |
| **Debtors** | SHI INTERNATIONAL CORP |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Original

| | |
|---|---|
| **Filing Date** | 09/14/2011 |
| **Filing Number** | 26077512 |
| **Received Date** | 10/14/2011 |
| **Collateral** | Inventory including proceeds and products - Chattel paper including proceeds and products |
| **Secured Party** | BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL |
| **Debtors** | SHI INTERNATIONAL CORP |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Continuation

| | |
|---|---|
| **Filing Date** | 03/16/2009 |
| **Filing Number** | 1922103 |
| **Received Date** | 05/15/2009 |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ARMONK, NY |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Debtors** | SHI INTERNATIONAL CORP, |
| **Debtors** | and OTHERS |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Amendment

| | |
|---|---|
| **Filing Date** | 10/02/2008 |
| **Filing Number** | 1922103 |
| **Received Date** | 11/25/2008 |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT CORPORATION, ATLANTA, GA |
| **Secured Party** | IBM CREDIT CORPORATION, ARMONK, NY |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL INC |
| **Debtors** | and OTHERS |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Amendment

| | |
|---|---|
| **Filing Date** | 02/01/2005 |
| **Filing Number** | 1922103 |
| **Received Date** | 03/02/2005 |
| **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 |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT LLC |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

**UCC Filing -** Continuation

| | |
|---|---|
| **Filing Date** | 05/18/2004 |
| **Filing Number** | 1922103 |
| **Received Date** | 06/01/2004 |
| **Original Filing Date** | 08/05/1999 |
| **Original Filing Number** | 1922103 |
| **Secured Party** | IBM CREDIT LLC |
| **Debtors** | SOFTWARE HOUSE INTERNATIONAL, INC. |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

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.

## Special Events

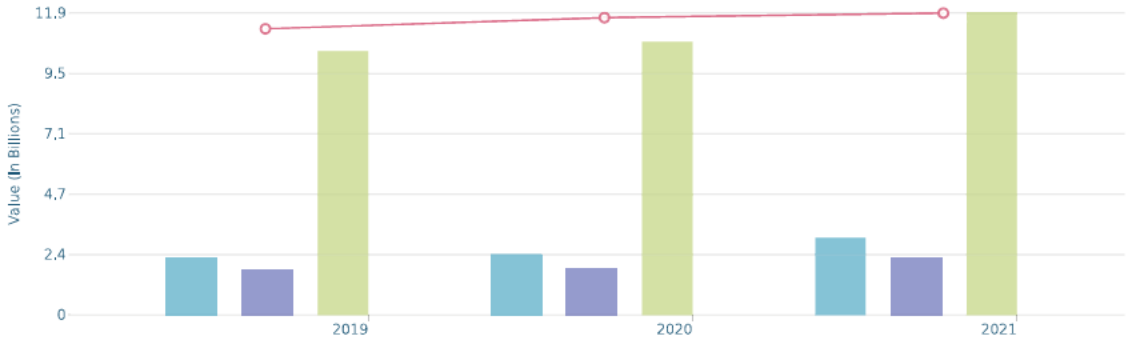
There are no Special Events recorded for this business.

## Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

**FINANCIAL STATEMENT COMPARISON**




| | Fiscal Consolidated 12/31/2021 | Fiscal Consolidated 12/31/2020 | Fiscal Consolidated 12/31/2019 | Last 3 years |
|---|---|---|---|---|
| Current Assets | 3,026,111,000 | 2,381,018,000 | 2,230,303,000 | |
| Current Liabilities | 2,244,339,000 | 1,788,685,000 | 1,743,223,000 | |
| Tangible Net Worth | 990,484,000 | 812,892,000 | 686,535,000 | |
| Sales | 11,861,568,000 | 10,731,670,000 | 10,372,455,000 | |
| Net Income | 351,357,000 | 297,392,000 | 253,461,000 | |
| Current Ratio | 1.35 | 1.33 | 1.28 | |
| Working Capital | 781,772,000 | 592,333,000 | 487,080,000 | |
| Other Assets | 208,712,000 | 220,559,000 | 199,455,000 | |

. -—-- STATEMENT ITEM EXPLANATIONS -—-- .
The complete balance sheet was reviewed in its entirety and the above highlights were extracted for publication.
It is noted there are no intangibles.
The statement includes no deferred credits.
Contingencies: None.
Non-current assets consist of property & equipment-net and security deposits & other assets.
There are no long term liabilities.
FIXED ASSETS: Net $41931000 depreciation.
CURRENT ASSETS: Consist of cash, accounts receivable, inventories, due from related party and prepaid expenses & sundry receivables.
CURRENT LIABILITIES: Consist of wholesale financing agreements advances, accounts payable and accrued expenses & other liabilities.
LIQUIDITY: Liquid assets provide full coverage of current liabilities.

A detailed financial statement is not available from this company for publication. However, a summary information was made available to D&B as shown in the Overview page.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

# Company Profile

## COMPANY OVERVIEW

**D-U-N-S**
61-142-9481

**Legal Form**
Corporation (US)

**History Record**
Clear

**Business Commenced On**
1989

**Ownership**
Not publicly traded

**Mailing Address**
PO Box 952121
DALLAS, TX, 75382, UNITED STATES

**Telephone**
+1 732 764 8888

**Website**
www.shi.com

**Present Control Succeeded**
1989

**SIC**
5734

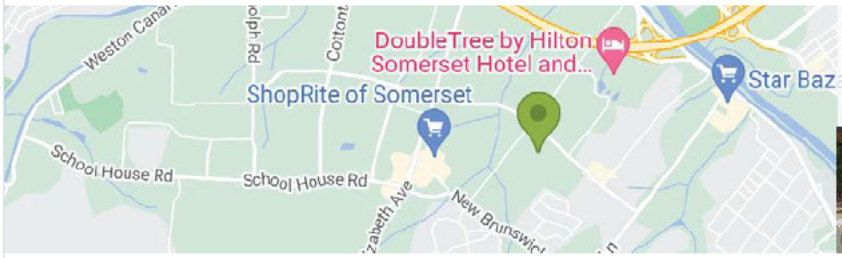
**NAICS**
449210

**Employees**
5,200 (1,800 here)

**Age (Year Started)**
34 Years (1989)

**Named Principal**
Thai Lee, CEO

**Line of Business**
Computer and software stores




**Street Address**
290 Davidson Ave,
Somerset, NJ, 08873,
United States Of America

## BUSINESS REGISTRATION

No business registration attached to this DUNS

## PRINCIPALS

### Officers

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

### Directors

THE OFFICER(S)

## COMPANY EVENTS

**The following information was reported on: 10/12/2022**

The New Jersey Secretary of States business registrations file showed that SHI International Corp. was registered as a Corporation on November 28, 1989, under 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.

RECENT EVENTS:.

On May 1, 2019, Lisa Eyerkuss, President, Corporate Training Group, Inc, stated that Shi International Corp., Somerset, NJ, has acquired Corporate Training Group, Inc, Iselin, NJ, on April 15, 2019. With the acquisition, Corporate Training Group, Inc. has ceased to exist as a legal entity and its location will now operate as a division of Shi International Corp. Employees and management were retained. Terms of the transaction were not disclosed. Further details are unavailable.

On February 2, 2018, an inside source stated that SHI International Corp., Somerset, NJ, has acquired substantially all of the assets of eTelligent Solutions, Inc., Saint Petersburg, FL, on January 1, 2018. With the acquisition, eTelligent Solutions, Inc. ceased to exist as a legal entity and its location will now operate as a branch of SHI International Corp. d/b/a eTelligent. Terms of the transaction were undisclosed. Further details are unavailable.

On March 4, 2016, sources stated that SHI International Corp., Somerset, NJ, has acquired Eastridge Technology, Inc., Winston Salem, NC, on February 23, 2016. With the acquisition, Eastridge Technology, Inc. will no longer be a legal operating entity and location will now operate as a branch of SHI International Corp. Employees and management were retained. Terms of the transaction were not disclosed. Further details are unavailable.

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 are unknown.

CELESTE LEE. Celeste holds a Master's from Harvard University.

AL FITZGERALD. Antecedents are unknown.

## BUSINESS ACTIVITIES AND EMPLOYEES

**The following information was reported on: 10/12/2022**

### Business Information

| | |
|---|---|
| **Trade Names** | SOFTWARE HOUSE INTERNATIONAL; S H I |
| **Description** | Retails computer or computer software (100%).<br>Has 15,000 account(s). Terms are Net 30 days. Sells to commercial concerns and governmental accounts. Territory : International. |
| **Employees** | 5,200 which includes officer(s). 1,800 employed here. |
| **Financing Status** | Secured |
| **Financial Condition** | Fair |
| **Seasonality** | Nonseasonal. |
| **Tenure** | Owns |
| **Facilities** | Owns 900,000 sq. ft. in on 1st-4th floor of a multi story brick building. |
| **Location** | Central business section on side street. |

### Related Concerns

### SIC/NAICS Information

| Industry Code | Description | Percentage of Business |
|---|---|---|
| **5734** | Ret computers/software | - |
| **57340000** | Computer and software stores | - |

| NAICS Codes | NAICS Description |
|---|---|
| **449210** | Electronics and Appliance Retailers |

## GOVERNMENT ACTIVITY

### Activity Summary

| | |
|---|---|
| **Borrower(Dir/Guar)** | Yes |
| **Administrative Debt** | No |
| **Contractor** | Yes |
| **Grantee** | No |

**Activity Summary**

**Party excluded from federal program(s)** No

## Associations

All Credit Files Created from this D&B Live Report

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

### ALL CREDIT FILES CREATED FROM THIS D&B LIVE REPORT

| Company Name | Type | Status | Date Created |
|---|---|---|---|
| No data found | | | |

### ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

| Company Name | Type | Status | Date Created |
|---|---|---|---|
| Shi International Corp. | Snapshot D-U-N-S Number 61-142-9481 | Saved | 11/03/2006 |
| Shi International Corp. | Application - #FC9JVYAV5 | Cancelled | 05/25/2016 |
| Shi International Corp. | ACCOUNT - #1081098 | No Action Recommended | 11/10/2016 |
| Shi International Corp. | ACCOUNT - #1057187 | No Action Recommended | 02/10/2017 |
| Shi International Corp. | Application - #FCNHC4KTD | Approved | 05/16/2017 |
| Shi International Corp. | Application - #FCN4CVQ6CD | Approved | 06/29/2017 |
| Shi International Corp. | Application - #FCNHC6WCK | Approved | 07/05/2017 |
| Shi International Corp. | Application - #FCN6C65JPA | Approved | 07/05/2017 |
| Shi International Corp. | Application - #FCNJCB9LM9 | Approved | 07/17/2017 |
| Shi International Corp. | Application - #FCNECB9WGE | Approved | 07/17/2017 |
| Shi International Corp. | Application - #FCNNCFBPMC | Approved | 07/21/2017 |
| Shi International Corp. | Application - #FCNGKDKX4F | Approved | 07/24/2017 |
| Shi International Corp. | Application - #FCNAKKFB5X | Approved | 08/04/2017 |
| Shi International Corp. | Application - #FCN9KM48EY | Approved | 08/08/2017 |
| Shi International Corp. | ACCOUNT - #1092100 | No Action Recommended | 09/25/2017 |
| Shi International Corp. | Application - #FCNWGW5KBW | Approved | 06/12/2018 |
| Shi International Corp. | ACCOUNT - #030087 | No Action Recommended | 06/13/2018 |
| Shi International Corp. | Application - #FCN9936G5G | Approved | 12/15/2020 |
| Shi International Corp. | Application - #FCNT93TDNB | Approved | 12/15/2020 |
| Shi International Corp. | ACCOUNT - #2051 | No Action Recommended | 08/03/2021 |
| Shi International Corp. | Application - #FCC9PBFL5 | Approved | 03/31/2022 |
| Shi International Corp. | Application - #FCCP96XQJK | Approved | 06/01/2022 |
| Shi International Corp. | Application - #FCCG9PVQ68 | Approved | 06/03/2022 |
| Shi International Corp. | Application - #FCCF99Q3D9 | Approved | 06/06/2022 |
| Shi International Corp. | Application - #FCCW99J5X8 | Approved | 06/06/2022 |

| Company Name | Type | Status | Date Created |
|---|---|---|---|
| Shi International Corp. | Application - #FCC99FDB89 | Approved | 06/07/2022 |
| Shi International Corp. | Application - #FCCQFNVWHN | Approved | 06/09/2022 |
| Shi International Corp. | Application - #FCC4FCVXDV | Approved | 06/10/2022 |
| Shi International Corp. | Application - #FCCCFC3WQV | Approved | 06/10/2022 |
| Shi International Corp. | Application - #FCCDFCT45L | Approved | 06/10/2022 |
| Shi International Corp. | Application - #FCCNFCPEQD | Approved | 06/10/2022 |
| Shi International Corp. | Application - #FCCYFCF5LQ | Approved | 06/10/2022 |
| Shi International Corp. | Application - #FCCNFKDVQX | Approved | 06/10/2022 |
| Shi International Corp. | Application - #FCCTFKN5MF | Approved | 06/10/2022 |
| Shi International Corp. | Application - #FCKGGEEWW | Approved | 09/08/2022 |
| Shi International Corp. | Application - #FCKHGT6BK | Approved | 09/08/2022 |
| Shi International Corp. | Application - #FCK6WPT6T | Approved | 09/12/2022 |
| Shi International Corp. | Application - #FCKBWPFKW | Approved | 09/12/2022 |
| Shi International Corp. | Application - #FCKEYQ4QM | Approved | 09/14/2022 |
| Shi International Corp. | Application - #FCKYYQJQD | Approved | 09/14/2022 |
| Shi International Corp. | Application - #FCKVYQEAG | Approved | 09/14/2022 |
| Shi International Corp. | Application - #FCKBYBBN | Approved | 09/14/2022 |
| Shi International Corp. | Application - #FCKPYBXCB | Approved | 09/14/2022 |
| Shi International Corp. | Application - #FCKPQXWYT | Approved | 09/15/2022 |
| Shi International Corp. | Application - #FCKCQL5W | Approved | 09/15/2022 |
| Shi International Corp. | Application - #FCKTQLTTJ | Approved | 09/15/2022 |
| Shi International Corp. | Application - #FCKE5WMQ | Approved | 09/16/2022 |
| Shi International Corp. | Application - #FCKW5HGXF | Approved | 09/16/2022 |
| Shi International Corp. | Application - #FCKE58GD6 | Approved | 09/16/2022 |
| Shi International Corp. | Application - #FCKMXGFT8 | Approved | 11/14/2022 |

## Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

**In Folders:** View

**Account Number**

**Endorsement/Billing Reference** *
akif_nizam@shi.com

**Sales Representatives**

**Credit Limit**
0

**Total Outstanding**
0

Last Login : 03/20/2023 12:09:25 PM
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Privacy Policy | Terms of Use | US Government Employee Disclaimer

# We Are SHI

**We bring together**
**IT and Procurement**
**like never before**

Amazon Web Services (AWS)

https://aws.amazon.com/agreement/

Google Cloud Platform (GCP)

https://cloud.google.com/terms

Microsoft Azure:

https://azure.microsoft.com/en-us/support/legal/

[Project Name]

# Statement of Work

For [Customer Name]

SHI International Corp.

SOW # [#]

[Publish Date]

Presented By
{SHI-User}
Account Executive, SHI
{Email}

Created By
{Services Team Member}
{Title}
{Email}

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# 1 Executive Summary

**[This should be a high-level executive description of the project.]**

[Customer Name] ("Customer") has engaged SHI International Corp. ("SHI") to [brief phrase describing high level goal] ("Services").

# 2 Project Description

SHI shall provide the following Services to Customer on a fixed cost basis.

## 2.1 In Scope

- Bulleted list of Scope items

## 2.2 Deliverables

**[This section should include any tangible customer deliverables such as documents, plans, diagrams.]**

All documents included in this section will be provided to the Customer.

- Bulleted List of Deliverables

## 2.3 Project Specific Assumptions

- Bulleted List of project assumptions specific to the success of this project

## 2.4 Project Specific Customer Responsibilities

- Bulleted List of Customer Responsibilities or prerequisites specific to the success of this project

## 2.5 Out of Scope

Any services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Additionally, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Bulleted list of Out of Scope items

## 2.6 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is **[XX DAYS/WEEKS/MONTHS]** *.

SHI and the Customer will provide the required resources to deliver this project within the estimated duration. SHI and the Customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

## 2.7 Project Management

**[Replace if Partner is providing PM with their methodology. If SHI is providing PM, please choose one of the following 3 options.]**

SHI will provide a Project Manager to work with the Customer to see the engagement through to completion. The SHI Project Manager will cover items such as, but not limited to:

**Option 1 – Ex: Consulting, Onsite Services**

- Acting as a point of contact that will be responsible for monitoring project progress as described in this Statement of Work.
- Conducting a project kick off.
- Monitoring the budget and providing a monthly status update.
- Executing change requests to project scope, schedule, and or cost as needed.
- Initiating project closure to confirm deliverables were achieved and request project acceptance.

**Option 2 – Ex: Most standard engagements**

- Leading the engagement to achieve the scope as described in this Statement of Work.
- Conducting a project kick off and creating a project schedule to ensure that the project is executed on time and on budget.
- Responsible for coordinating resources based on the project scope and their expertise as well as establishing roles and responsibilities.
- Communicating status updates which includes action items, issues and risks as well as developing and facilitating mitigation plans.
- Executing change requests to project scope, schedule, and or cost as needed.
- Acting as the single point of contact for any issues or escalations throughout the engagement.
- Initiating project closure to confirm deliverables were achieved and request project acceptance.

**Option 3 – Multiphase high user count migrations**

- Determining which project methodologies to leverage in order to achieve the scope on time and within budget as described in this Statement of Work.
- Assembly of the project team based on scope and expertise, establishing roles and responsibilities and then coordinating resources throughout the engagement to ensure tasks are executed appropriately.

- Conducting an internal review in preparation of the Customer kick off to review the project objectives with the delivery resources, create a preliminary plan and solicit input of known risks and / or constraints.
- Conducting a project kick off with the Customer and project team.
- Developing and executing against a project plan which includes all phases of project delivery.
- Establishing a communication plan and strategy which will include but is not limited to: status updates, action items, issues and risks, mitigation plans and budget.
- Acting as the single point of contact for any issues or escalations throughout the engagement.
- Conducting a project close meeting to confirm deliverables were achieved and request project acceptance.

## 2.8 Resources and Skills

SHI will provide individual resources outlined below to be participants for this effort. These resources will participate in all required steps and will be fully or partially responsible for tasks where appropriate:

| Title | Role Description | Involvement |
|---|---|---|
| **[Resource Description]**<br>**Solutions Architect** | **[Enter Duties for Role Here]**<br>Part time resource(s) responsible for all aspects of delivery including but not limited to analysis, design, build, test and migration activities. | **Part-time** |
| **[Resource Description]**<br>**Project Manager** | **[Enter Duties for Role Here]**<br>Part time resource responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer. | **Part-time** |

**[The resources listed above may be removed or added to as required by the project. The resources listed above have been provided as examples for use and you will need to provide the specific role requirements and resource(s) accordingly. Please specify part-time or full-time for each resource.]**

## 2.9 Success Criteria

**[This is a critical section of the SOW. The more detailed, the less chance of disconnect with the customer when the project is attempted to be closed. The best practice is to define the criteria for each phase of the project, which should match the Payment Schedule milestones.]**

The project milestones and success criteria for each milestone are as follows:

1. **SOW Signing:**
    a. Customer and SHI sign this agreement.
2. **{Additional Milestone Outline in the Billing Section}**
3. **Project Close**
    a. Customer agrees there are no outstanding action items or tasks.
    b. Customer agrees all deliverables have been received.
    c. Customer Project Sponsor signs the *Project Close* form indicating all project objectives were accomplished.

# 3 Assumptions

**[This section includes standard Assumptions and should not be edited. Project-specific Assumptions may be listed in section 2.3]**

The project scope 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 Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
2. Please note that the time designated for Knowledge Transfer is throughout the project. Customer is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. SHI is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Customer.
4. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above services are in working order.
6. 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.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours must be previously agreed upon by both parties and scheduled in advance.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

# 4 Customer Responsibilities

**[This section includes standard SHI Responsibilities and should not be edited. Project-specific Responsibilities may be listed in section 2.4]**

Both Customer and SHI are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer 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 is responsible for the following:

1. Performing a full working backup prior to the commencement of services as SHI is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.

3. Acting for the Customer in all aspects of the project.
4. Making the necessary administrative usernames and passwords available to the designated SHI resource, if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining 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.
9. Ensuring that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
11. Informing SHI of all access issues and security measures and providing access to all necessary hardware and facilities as required.
12. Having the authority to resolve conflicting requirements.
13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within SHI, if required.

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

| Title | Role Description | Involvement |
|---|---|---|
| **Sponsor / Project Manager** | Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion. | Part-time |
| **IT Resource(s)** | Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities. | Part-time |

**Please update these resources as appropriate for this engagement.**

# 5 Duties of SHI

SHI shall provide the Services and the SHI Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. SHI will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, SHI shall:
   a. keep the Customer Project Manager advised of the progress of the project and the status of the Deliverables;
   b. permit any designated representative of Customer periodically to review the work of SHI personnel performing Services and preparing Deliverables;
   c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
   d. keep accurate records of work performed on this Statement of Work, evidence of which SHI shall provide to Customer upon request.

# 6 Change Control Process

The “Change Control Process” is that process which shall govern changes to the scope, schedule or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written “Change Request” will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Customer will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project’s scope, schedule or price.

# 7 Project Initiation Process

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Customer’s Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer’s team who will be involved with the project to understand the Project’s goals, tasks, deliverables, and timelines.

Upon completion of the project kickoff meeting, minutes of the Kickoff meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project will be documented in these minutes. If Change Orders are necessary due to changes, that process will be initiated after the Kick-off meeting.

# 8 Price and Payment Schedule

SHI proposes to deliver the Services described here for a fixed price for the fees set forth below:

| Program Component | Fee |
|---|---|
| **[Project Name]** | $[Cost] |

The pricing demonstrated in the table above is valid until this document is fully executed or 60 days from [Publish Date], whichever comes first. Upon becoming fully executed, the pricing shall be honored for the duration of this SOW.

Any additional work that is required outside the scope of this SOW requires written approval by SHI and Customer as described in the Change Control Process defined previously in this document and will be billed at a rate mutually agreed upon by SHI and Customer.

## 8.1 Credits or Discounts

| Incentives & Rebates | Fee |
|---|---|
| **[Project Funding] *** | ($) |

### 8.1.1 Credits or Discount Terms:

CHOOSE ONE OF THE FOLLOWING

AE CREDIT

**All Sales Credits will be issued by your SHI AE as a rebate at the end of the project. The absolute limit for this engagement is $XXXX.*

MICROSOFT FUNDING

**In order to obtain any discounts or rebates provided by Microsoft or any other offer such as ECIF funding offers, customer must satisfy all requirements as set forth by Microsoft. SHI reserves the right to charge Customer the full amount for the project and then issue a rebate for an amount equal to any funds authorized by Microsoft.*

## 8.2 Payment Schedule

The following table describes the project milestones. When these are completed and approved by Customer, SHI will invoice the specified amount.

| Billing Milestones | % | Fee |
|---|---|---|
| **SOW Signing** | 50% | $ |
| **Project Close** | 50% | $ |
| **Total** | | $ [Cost] |

## 8.3 Travel Expenses

CHOOSE ONE OF THE FOLLOWING

OPTION 1

Travel expenses are not included in the above price. Any Expenses incurred will be billed as actual and receipts will be provided. Any travel must be pre-approved in advance by Customer (a pre-approval form will be submitted for signature prior to the trip). Expenses will adhere to SHI's Travel and Expense policy or the Customer's, if required.

The estimated travel expenses for this project are $XX.

OPTION 2

No travel is required for this project.

OPTION 3

Travel and expenses are included in the above price.

## 8.4 Billing Terms

SHI will request the approval of Customer when a milestone (see Payment Schedule above) has been completed. Upon receipt of Customer's approval, SHI will invoice Customer for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order. Tax will be applied to the address in the "Billing Information" section unless otherwise specified in "Exception" section below.

*Update per section used*

### 8.4.1 Exception

**Select OPTION 1 "Taxes will be applied to the physical addresses where the work is performed." when onsite field services are performed.

OPTION 1

Taxes will be applied to the physical addresses where work is performed.

OPTION 2

No exceptions apply.

## 8.5 Final Acceptance

At the completion of the work SHI will provide a "Project Acceptance Form" for execution by Customer. Customer's signature on this form signifies the Customer's Final Acceptance of the work, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI. If the Customer does not so accept the Deliverables then Customer shall, within fifteen calendar days after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI for resolution.

If Customer does not return the Project Acceptance Form within fifteen calendar days after the date of its transmittal, Customer shall be deemed to have Final Accepted the Deliverables, and consequently, the remainder of the Services, and SHI will invoice the Customer for the remainder of the price due to SHI.

# 9 Terms and Conditions

Select ONE of the following paragraphs>

**1. If Contracts does NOT have a signed MSA/PSA with the Customer, use this paragraph.**

This statement of work (SOW) is subject to and governed by the terms of the Professional Services Agreement ("Agreement") shown in SHI PSA - 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.

**2. If Contracts has a signed MSA/PSA with the Customer, use this paragraph.**

This statement of work (SOW) is subject to and governed by the terms of the services agreement <Enter name of agreement here> ("Agreement") between [Customer Name] and SHI with an Effective Date of <enter date here>.

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 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services 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 Customer Contact signing this document has the authority to do so.

| [Customer Name] | | SHI International Corp. | |
|---|---|---|---|
| **Name** | | **Name** | |
| **Title** | | **Title** | |
| **Signature** | | **Signature** | |
| **Date** | | **Date** | |
| **Purchase Order** | | | |

# 11 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Customer's organization. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Customer shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Customer and SHI. This restriction does not limit Customer's right to use information contained in this document if it is obtained from another source without restriction.

# 12 Billing Information

The location(s) of Services to be provided and billing contact is:

| Billing Information |
| --- |
| **Company Name**<br>**[Customer Name]** |
| **Street Address**<br>**[Enter Customer contact address here]** |
| **City, State, Zip Code**<br>**[Enter Customer contact address here]** |
| **Contact Name and Title**<br>**[Enter Customer contact info here]** |
| **Contact Phone Number and E-mail Address**<br>**[Enter Customer contact info here]** |

# 13 Project Location(s) & Contact Information

OPTION 1: Single Site OR Remote

| Site Information |
| --- |
| **Street Address**<br>**[Enter Customer contact address here]** |
| **Contact Name & Information**<br>**[Enter Customer contact address here]** |

OPTION 2: Multi Site

| | Street Address | Location Contact |
|---|---|---|
| **Site 1** | **Street Address** | **Name & Contact Information** |
| **Site 2** | **Street Address** | **Name & Contact Information** |
| **Site 3** | **Street Address** | **Name & Contact Information** |

Project Name

# Statement of Work

## For [Customer Name]

SHI International Corp.

SOW # [#]

Publish Date

Presented By
SHIuser
Account Executive, SHI
{Email}

Created By
{Services Team Member}
{Title}
{Email}

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**12 Billing Information ..... 12**
**13 Project Location(s) & Contact Information ..... 12**

# 1 Executive Summary

***[This should be a high-level executive description of the project.]***

[Customer Name] ("Customer") has engaged SHI International Corp ("SHI") to [brief phrase describing high level goal] ("Services").

# 2 Project Description

SHI shall provide the following Services to Customer on a time and materials cost basis.

## 2.1 In Scope

- Bulleted list of In Scope items

## 2.2 Deliverables

**[This section should include any tangible customer deliverables such as documents, plans, diagrams.]**

All documents included in this section will be provided to the Customer.

- Bulleted List of Deliverables

## 2.3 Project Specific Assumptions

- Bulleted List of project assumptions specific to the success of this project

## 2.4 Project Specific Customer Responsibilities

- Bulleted List of Customer Responsibilities or prerequisites specific to the success of this project

## 2.5 Out of Scope

Any Services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Additionally, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Bulleted list of Out of Scope items

## 2.6 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is **[XX DAYS/WEEKS/MONTHS]** *.

SHI and the Customer will provide the required resources to deliver this project within the estimated duration. SHI and the Customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

**Note that Time and Materials budgets and durations are estimates. The final duration of the Services is affected by the actual time provided by all resources against the budget.*

## 2.7 Project Management

**[Replace if Partner is providing PM with their methodology. If SHI is providing PM, please choose one of the following 3 options.]**

SHI will provide a Project Manager to work with the Customer to see the engagement through to completion. The SHI Project Manager will cover items such as, but not limited to:

**Option 1 – Ex: Consulting, Onsite Services**

- Acting as a point of contact that will be responsible for monitoring project progress as described in this Statement of Work.
- Conducting a project kick off.
- Monitoring the budget and providing a monthly status update.
- Executing change requests to project scope, schedule, and or cost as needed.
- Initiating project closure to confirm deliverables were achieved and request project acceptance.

**Option 2 – Ex: Most standard engagements**

- Leading the engagement to achieve the scope as described in this Statement of Work.
- Conducting a project kick off and creating a project schedule to ensure that the project is executed on time and on budget.
- Responsible for coordinating resources based on the project scope and their expertise as well as establishing roles and responsibilities.
- Communicating status updates which includes action items, issues and risks as well as developing and facilitating mitigation plans.
- Executing change requests to project scope, schedule, and or cost as needed.
- Acting as the single point of contact for any issues or escalations throughout the engagement.
- Initiating project closure to confirm deliverables were achieved and request project acceptance.

**Option 3 – Multiphase high user count migrations**

- Determining which project methodologies to leverage in order to achieve the scope on time and within budget as described in this Statement of Work.

- Assembly of the project team based on scope and expertise, establishing roles and responsibilities and then coordinating resources throughout the engagement to ensure tasks are executed appropriately.
- Conducting an internal review in preparation of the Customer kick off to review the project objectives with the delivery resources, create a preliminary plan and solicit input of known risks and / or constraints.
- Conducting a project kick off with the Customer and project team.
- Developing and executing against a project plan which includes all phases of project delivery.
- Establishing a communication plan and strategy which will include but is not limited to: status updates, action items, issues and risks, mitigation plans and budget.
- Acting as the single point of contact for any issues or escalations throughout the engagement.
- Conducting a project close meeting to confirm deliverables were achieved and request project acceptance.

## 2.8 Resources and Skills

SHI will provide the resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

| Title | Role Description | Involvement |
|---|---|---|
| **[Resource Description]**<br>**Solutions Architect** | **[Enter Duties for Role Here]**<br>Part time resource(s) responsible for all aspects of delivery including but not limited to analysis, design, build, test and migration activities. | **Part-time** |
| **[Resource Description]**<br>**Project Manager** | **[Enter Duties for Role Here]**<br>Part time resource responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer. | **Part-time** |

**[The resources listed above may be removed or added to as required by the project deliverables. The resources listed above have been provided as examples for use and you, will need to provide the specific role requirements and resource(s) accordingly. Please specify part-time or full-time for each resource.]**

# 3 Assumptions

**[This section includes standard Assumptions and should not be edited. Project-specific Assumptions may be listed in section 2.3]**

The project scope 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. Minimum lead time for scheduling Project Kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Customer 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. SHI is not responsible for delays caused by failures, including but not exclusive to systems, personnel, or environmental causes or in receiving data from Customer.
4. Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the engagement.
5. All hardware and/or software and licensing required to perform the above Services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above Services are in working order.
6. 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.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours is considered "overtime" and subject to overtime rates. Overtime Services must be previously agreed upon by both parties, scheduled in advance and will require a change order authorizing such charges.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

# 4 Customer Responsibilities

**[This section includes standard SHI Responsibilities and should not be edited. Project-specific Responsibilities may be listed in section 2.4]**

Both Customer and SHI are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer 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 is responsible for the following:

1. Performing a full working backup prior to the commencement of Services as SHI is not responsible for lost data.

2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Acting for the Customer in all aspects of the project.
4. Making the necessary administrative usernames and passwords available to the designated SHI resource if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above Services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining 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.
9. Ensuring that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
11. Informing SHI of all access issues and security measures and providing access to all necessary hardware and facilities as required.
12. Having the authority to resolve conflicting requirements.
13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within SHI, if required.

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

| Title | Role Description | Involvement |
|---|---|---|
| **Sponsor / Project Manager** | Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion. | Part-time |
| **IT Resource(s)** | Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities. | Part-time |

**Please update these resources as appropriate for this engagement.**

# 5 Duties of SHI

SHI shall provide the Services and the SHI Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. SHI will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, SHI shall:
   a. keep the Customer Project Manager advised of the progress of the project and the status of the Deliverables;
   b. permit any designated representative of Customer periodically to review the work of SHI personnel performing Services and preparing Deliverables;
   c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
   d. keep accurate records of work performed on this Statement of Work, evidence of which SHI shall provide to Customer upon request.

# 6 Change Control Process

The “Change Control Process” is that process which shall govern changes to the scope, schedule or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written “Change Request” will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Customer will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project’s scope, schedule or price.

# 7 Project Initiation Process

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Customer’s Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer’s team who will be involved with the project to understand the Project’s goals, tasks, deliverables, and timelines.

Upon completion of the project kickoff meeting, minutes of the Kickoff meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process will be initiated after the Kickoff meeting.

# 8 Price and Payment Information

SHI proposes to deliver the Services described previously for the rates set forth below. This is an estimate of the time required to complete the objective. There is no guarantee such objective will be implemented within this timeframe. The Estimated # of Hours allocated in the table below for each resource may be subject to change at any time during the duration of this SOW at SHI's sole discretion.

| Rate Description | Hourly Rate | Estimated # of Hours | Total Estimated Fee |
|---|---|---|---|
| **[Resource]** | $275 | n | $n |
| **Project Manager** | $185 | n | $n |
| **Total** | | **0** | **$ Cost** |

The pricing demonstrated in the table above is valid until this document is fully executed or 60 days from Publish Date, whichever comes first. Upon becoming fully executed, the pricing shall be honored for the duration of this SOW.

**The total cost of this project is not to exceed $Cost, unless otherwise agreed to by both parties via the Change Control Process as described previously.**

SHI will invoice for these Services based on hours consumed on a monthly basis or at completion of a project, whichever comes first.

Any additional work that is required outside the scope of this SOW requires written approval by SHI and Customer as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI and Customer.

## 8.1 Credits or Discounts

| Incentives & Rebates | Fee |
|---|---|
| **[Project Funding]** | ($) |

### 8.1.1 Credits or Discount Terms:

CHOOSE ONE OF THE FOLLOWING

AE CREDIT

**All Sales Credits will be issued by your SHI AE as a rebate at the end of the project. The absolute limit for this engagement is $XXX.*

MICROSOFT FUNDING

**In order to obtain any discounts or rebates provided by Microsoft or any other offer such as ECIF funding offers, customer must satisfy all requirements as set forth by Microsoft. SHI reserves the right to charge Customer the full amount for the project and then issue a rebate for an amount equal to any funds authorized by Microsoft.*

## 8.2 Travel Expenses

CHOOSE ONE OF THE FOLLOWING

OPTION 1

Travel expenses are not included in the above price. Any Expenses incurred will be billed as actual and receipts will be provided. Any travel must be pre-approved in advance by Customer (a pre-approval form will be submitted for signature prior to the trip). Expenses will adhere to SHI's Travel and Expense Policy or the Customer's, if required.

OPTION 2

No travel is required for this project.

## 8.3 Billing Terms

Invoices are processed monthly. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order. Tax will be applied to the address in the "Billing Information" section unless otherwise specified in "Exception" section below.

*Update per section used*

### 8.3.1 Exception

**Select OPTION 1 "Taxes will be applied to the physical addresses where the work is performed." when onsite field Services are performed.

OPTION 1

Taxes will be applied to the physical addresses where work is performed.

OPTION 2

No exceptions apply.

## 8.4 Final Acceptance

At the completion of the work SHI will provide a "Project Acceptance Form" for execution by Customer. Customer's signature on this form signifies the Customer's Final Acceptance of the work, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI. If the Customer does not so accept the Deliverables then Customer shall, within fifteen calendar days after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI for resolution.

If Customer does not return the Project Acceptance Form within fifteen calendar days after the date of its transmittal, Customer shall be deemed to have Final Accepted the Deliverables, and consequently, the remainder of the Services, and SHI will invoice the Customer for the remainder of the price due to SHI.

# 9 Terms and Conditions

**Select ONE of the following paragraphs.**

**1. If Contracts does NOT have a signed MSA/PSA with the Customer, use this paragraph.**

This statement of work (SOW) is subject to and governed by the terms of the Professional Services Agreement ("Agreement") shown in SHI PSA - 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.

**2. If Contracts has a signed MSA/PSA with the Customer, use this paragraph.**

This statement of work (SOW) is subject to and governed by the terms of the Services agreement <Enter name of agreement here> ("Agreement") between [Customer Name] and SHI with an Effective Date of <enter date here>.

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 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services 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 Customer Contact signing this document has the authority to do so.

| [Customer Name] | | SHI International Corp. | |
|---|---|---|---|
| **Name** | | **Name** | |
| **Title** | | **Title** | |
| **Signature** | | **Signature** | |
| **Date** | | **Date** | |
| **Purchase Order** | | | |

# 11 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Customer's organization. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Customer shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Customer and SHI. This restriction does not limit Customer's right to use information contained in this document if it is obtained from another source without restriction.

# 12 Billing Information

The location(s) of Services to be provided and billing contact is:

| Billing Information |
| --- |
| **Company Name**<br>**[Customer Name]** |
| **Street Address**<br>**[Enter Customer contact address here]** |
| **City, State, Zip Code**<br>**[Enter Customer contact address here]** |
| **Contact Name and Title**<br>**[Enter Customer contact info here]** |
| **Contact Phone Number and E-mail Address**<br>**[Enter Customer contact info here]** |

# 13 Project Location(s) & Contact Information

OPTION 1: Single Site OR Remote

| Site Information |
| --- |
| **Street Address**<br>**[Enter Customer contact address here] or [Services will be remotely delivered]** |
| **Contact Name & Information**<br>**[Enter Customer contact information here]** |

OPTION 2: Multiple Sites

| | Street Address | Location Contact |
|---|---|---|
| **Site 1** | **Street Address** | **Name & Contact Information** |
| **Site 2** | **Street Address** | **Name & Contact Information** |
| **Site 3** | **Street Address** | **Name & Contact Information** |

# Amazon Web Services Partner Package – US State and Local Government and Education

Updated Q2 2023

# Partner Package – US

**Submitted by:**
Amazon Web Services, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210



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# How to Use this Document

This document contains information on the most frequently requested proposal topics from our Amazon Web Services, Inc. (AWS) Partner Network (APN) Partners. Please reach out to your aligned AWS partner manager if you need additional information to meet specific request for proposal/quotation/tender, etc. (RFx) requirements.

The content in this document is intended as informational material regarding AWS Cloud services that may be used to inform your responses to particular RFxs from your public sector customers. While AWS encourages you to rely on the Partner Package content to help you formulate your response, you may not attach the Partner Package to your response or copy and paste Partner Package content into your response without prior consent from AWS. Graphics or images may be copied and pasted into your response as long as: (1) clear and appropriate attribution is given to AWS or the third-party source of such images and (2) such images are copied in their entirety and without modification. You can refer to the cross-referenced RFx Aids at the top of each section for more information on the section's topic.

AWS is not a party to any contract resulting from a proposal or tender. As it relates to your RFx response, AWS is a supplier—not a subcontractor—and we are not submitting a joint response or co-drafting a project scope. Your response must be on your letterhead and in your voice. AWS cannot write your response—or any part of the response—on your behalf.

# 1. AWS History and Overview

You can find more information in RFx Aid – AWS Overview and RFx Aid – AWS Differentiators.

Amazon has a long history of using a decentralized IT infrastructure. After over a decade of building and running the highly scalable e-commerce website Amazon.com, the company realized that it had developed a core competency in operating massive scale technology infrastructure and data centers. In 2006, Amazon Web Services, Inc. (AWS) began offering IT infrastructure services to businesses as web services—now commonly known as cloud computing.

AWS provides customers with hyperscale cloud computing through a broad portfolio of over 200 services including infrastructure fundamentals like compute and storage, advanced analytics, machine learning (ML), and artificial intelligence (AI) capabilities. We also work to release new products to customers quickly, then rapidly iterate and improve on those products based on customer feedback. Our continual innovation helps customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments. AWS offerings are provided with a range of supporting components like management tools, networking services, and application augmentation services, with multiple interfaces to AWS Application Programming Interface (API)-based services, including Software Development Kits (SDKs), Integrated Development Environment (IDE) toolkits, and Command Line Tools. AWS currently supports an almost limitless variety of workloads for millions of customers worldwide.

AWS cloud computing reduces the time and effort required to run existing workloads and provides access to powerful new analytics capabilities, all while meeting the security and privacy requirements that our customers expect. One of the key benefits of cloud computing is the opportunity to replace upfront capital infrastructure expenses with low variable costs that scale demand. With the cloud, public sector agencies no longer need to plan for and procure servers and other IT infrastructure weeks or months in advance. Instead, they can instantly spin up hundreds or thousands of servers in minutes and deliver results faster.

Table 1 highlights the benefits of cloud computing, many of which are unique to the AWS Cloud.

**Table 1: Benefits of the Cloud**

| Benefit of Cloud | Benefit to Customers |
|---|---|
| Access to more functionality | Cloud computing gives customers access to a broad selection of services that make it easier, faster, and more cost-effective to migrate existing apps to the cloud. AWS has developed the broadest collection of services available from any cloud provider. We have continually expanded our services to support virtually any cloud workload, and we now have more than 200 services. Refer to Appendix A for a third-party assessment of AWS's broad service offerings, and to Appendix B for a full list of AWS services and associated resources. |
| Scalable applications | Rather than sitting on expensive idle resources or dealing with limited capacity, with cloud computing customers can access as much or as little as they need and scale up and down as required within minutes. Customers can also design applications to automatically and rapidly scale resources (and costs) up or down based on their actual demands. |
| Increased speed and agility | In a cloud computing environment, new IT resources are available through the internet, which means customers can reduce the time it takes to make those resources available to their developers from weeks to just minutes. This results in a dramatic increase in agility for the organization, since the cost and time it takes to experiment and develop is significantly lower. Customers also have continual |

| Benefit of Cloud | Benefit to Customers |
|---|---|
| | access to the newest resources and services to keep their organization on the leading edge. |
| Parallel fleets | Many customers need to create pre-production, beta, and testing fleets to ensure the quality of their application at each stage of the development lifecycle. These parallel fleets are not always used optimally: expensive hardware may sit unused for long periods of time. In the cloud, customers can provision testing fleets as they need them and simulate user traffic during load testing. They can also use parallel fleets as a staging environment for a new production release, enabling quick switchover from current production to a new application version with little or no service outages. |
| Increased pace of innovation | Since inception, AWS has been an innovator in defining cloud computing by working to get new products to customers quickly, then rapidly iterating and improving on those products based on customer feedback. In 2011, AWS released over 80 new significant services and features, followed by nearly 160 in 2012; 280 in 2013; 516 in 2014; 722 in 2015; 1,017 in 2016; 1,430 in 2017; and 1,957 in 2018; 2,345 in 2019, 2,757 in 2020, and 3,084 in 2021. AWS's continual innovation helps customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments |
| Massive economies of scale | AWS's global footprint, efficiencies from automation, and economies of scale allow us to pass savings to our customer. We continually focus on reducing our data center hardware costs, improving our operational efficiencies, lowering our power consumption, and passing savings back to customers. As of September 14, 2022, we've reduced prices 129 times since AWS launched in 2006. Additionally, we provide multiple pricing options that can save customers up to 90% from on-demand rates if they choose to pre-purchase capacity or make use of spare capacity. |
| Minimal downtime | Cloud computing allows customers to easily deploy applications across the country (or even the world), providing higher availability, lower latency, and a better experience at minimal cost. AWS infrastructure is designed for physical redundancy and provides resilience, enabling uninterrupted performance, even in the event of power outages, internet downtime, floods, and other natural disasters. AWS currently has 30 geographic Regions and 96 Availability Zones throughout the world. Information on each Region can be found at AWS Global Infrastructure. |
| Security and compliance | AWS customers obtain greater security in the cloud than is available in traditional data centers. The AWS Cloud infrastructure has been designed and managed in alignment with many regulations, standards, and industry best practices. AWS is under a constant state of audit to comply with multiple risk management and compliance regimes, all of which are described on the AWS Compliance Page. AWS supports 98 security standards and compliance certifications, more than any other offering, including PCI-DSS, HIPAA/HITECH, FedRAMP, GDPR, FIPS 140-2, and NIST 800-171, helping satisfy compliance requirements for virtually every regulatory agency around the globe. AWS also offers a suite of services to help customers manage security and compliance, including access control, encryption, and threat detection. |
| Auditability | The message-based interoperability of web services allows customer configuration and use of AWS products to be uniformly logged, monitored, and audited. AWS CloudTrail, for example, allows customers to log, continuously monitor, and retain account activity related to actions across their AWS infrastructure—making it easier to demonstrate compliance with policies or regulatory standards. |

| Benefit of Cloud | Benefit to Customers |
|---|---|
| Focus on core competencies | The ultimate benefit of the cloud is that customers can spend less time on undifferentiated tasks and more time focusing on the core competencies that add value to their organizations. AWS manages the underlying infrastructure, so our customers can focus resources on reaching their target audience. See Section 7 for more information on operational responsibility. |
| Sustainability | In 2019, Amazon co-founded The Climate Pledge—a commitment to be net zero carbon across our business by 2040, 10 years ahead of the Paris Agreement. Amazon is on a path to powering its operations with 100% renewable energy by 2025—five years ahead of its original target of 2030. Amazon has also pledged to be water positive by 2030. |

# 2. State and Local Government and Education

The AWS Cloud is uniquely positioned to provide scalable, cost-efficient solutions to the state and local public sector and educational institutions, whether through open data initiatives, public safety modernization, education reform, citizen service improvements, or infrastructure programs. AWS Cloud services can be employed to meet mandates, reduce costs, drive efficiencies, and increase innovation. Over 7,500 government agencies, over 14,000 academic institutions, and over 35,000 nonprofit organizations around the world are already using AWS to address a diverse set of use cases. In addition, 96 percent of R1 doctoral institutions use AWS, and 93 percent of the "GSV EdTech 150" companies use AWS.

## 2.1. What You Can Do With AWS

With AWS, you can programmatically provision, monitor, and automate all the components of your cloud environment. AWS offers more than 200 fully featured services, including compute, storage, databases, networking, analytics, machine learning and artificial intelligence, IoT, mobile, security, hybrid, virtual and augmented reality, media, and application development, deployment, and management—all of which are listed at AWS Cloud Products. This makes it faster, easier, and more cost effective to move your existing applications to the cloud and build nearly anything you can imagine.

AWS offerings can be developed and managed by a range of programming languages, governance tools, networking services, and application augmentation services that integrate with other AWS Cloud services. These supporting components have multiple interfaces to AWS application programming interface (API)-based services, including software development kits (SDKs), integrated development environment (IDE) toolkits, and command line tools. AWS tools and features enable you to maintain consistent controls without restricting development velocity.

The following are some of the inventive ways in which the state and local government and educational institutions can use AWS.

### 2.1.1. State and Local Government

- Health and human services (HHS) agencies can use big data analytics and machine learning on AWS to leverage the information they already have to make well-informed, more confident decisions by building connections that may have otherwise gone unnoticed.

- Justice and public safety customers can use AWS to help them tackle public safety data needs like records management systems, digital investigation practices, and next generation 911 technology.
- Digital government solutions on AWS can span open data initiatives, traffic analysis, citizen service improvements, and IoT-based smart city projects, such as early flood warning systems, predictive analytics for road maintenance, and efficient trash pickup.
- Elections administrators, political campaigns, and civic organizations can leverage AWS to provide underlying elections infrastructure in a secure, cost-effective, and scalable way.
- AWS offers a business continuity solution called CloudEndure Disaster Recovery that minimizes downtime and data loss by providing fast, reliable, cloud-based disaster recovery. The solution continuously replicates applications from physical, virtual, or cloud-based infrastructure to a low-cost staging area that is automatically provisioned in any target AWS Region of choice.

### 2.1.2. Support for Remote Work and Learning

- Government agencies and educational institutions can quickly set up a cloud-based contact center with Amazon Connect for IT helpdesks and other departments needing to provide inbound and outbound support.
- If you need to deliver personal cloud desktops to support remote work scenarios, you can use Amazon WorkSpaces to provision either Windows or Linux desktops in just a few minutes and quickly scale to provide thousands of desktops to users, anywhere.
- If you need to virtualize computer lab spaces to support online distance learning, you can centrally manage desktops and applications on Amazon AppStream 2.0 and securely deliver them to any computer using a web browser.

### 2.1.3. Education

- K12 and Primary Education can use AWS for data center migration, student data and analytics, and streamlining district IT operations, among other use cases.
- Higher Education Institutions can support on-demand campus-wide IT management, easily deploy big data solutions, reduce their overall IT costs, and accelerate their research timelines by focusing on science rather than infrastructure.
- Join AWS Educate to access online learning modules for cloud computing to your students and virtual cloud labs to your faculty at no cost.
- To help students gain industry-recognized certifications and prepare for in-demand cloud jobs, higher education customers use AWS Academy, which offers a cloud-based curriculum for educators to stay current with cloud innovation and equip students with valuable cloud skills.
- EdTechs can use AWS to build and launch solutions that help students learn, with the flexibility and agility needed to experiment.

# 3. Benefits of Working with the AWS Partner Network (APN)

You can find more information and use cases at the AWS Partner Network website and our Customer Success Stories page.

The AWS Partner Network (APN) provides an extensive community of partner companies that offer solutions in areas such as value-added software, developer tools, and consulting expertise to help deploy and manage mission-critical workloads in the AWS Cloud. The APN program provides technical, business, and marketing support for this growing partner community.

The APN website includes information about our two types of partners:

- **AWS Consulting Partners:** AWS Consulting Partners are professional services firms that help customers design, architect, build, migrate, and manage workloads and applications on the AWS Cloud. AWS Consulting Partners include System Integrators (SIs), strategic consultancies, agencies, Managed Service Providers (MSPs), and Value-Added Resellers (VARs).
- **AWS Technology Partners:** In addition to consulting services, customers can work with AWS Technology Partners that provide software solutions that are either hosted on, or integrated with, the AWS Cloud. AWS Technology Partners include Independent Software Vendors (ISVs) and vendors for Software as a Service (SaaS), Platform as a Service (PaaS), developer tools, management, and security.

APN has 100,000 partners from over 150 countries, including partners with solutions and experience in delivering government, education, and nonprofit customer missions around the world. More information on APN, along with our directory of AWS Partners, can be found on the AWS Partner Network page.

AWS also outlines recommended partner procurement practices in the Procurement Best Practices for Partners whitepaper, available on the APN. This white paper provides tactical guidance for AWS Partners to educate, advise and shape their customers to adopt cloud procurement industry standards in federal acquisitions. It also provides strategies for AWS Partners to promote their partner programs and competencies as a competitive differentiator during acquisition shaping.

## 3.1. Benefits of APN for Customers

Many of our customers work in tandem with AWS Consulting Partners and AWS Technology Partners in order to leverage their experience in areas such as value-added software, established business applications, developer tools, and consulting expertise. APN provides access to qualified partners that resell AWS Cloud services and/or provide technical services to design, architect, build, migrate, and manage workloads and applications on AWS.

AWS Partners receive several benefits that distinguish them from other vendors and provide them with resources that assist their customers:

- AWS Partners have access to resources such as training, service information, certifications, and other tools that help them to be experts in the AWS Cloud. These resources help AWS Partners be more competent and confident in the solutions they offer to customers.
- AWS Partners have a direct line of access to AWS corporate resources—such as business developers, engineers, Solutions Architects, and more—to help build and enhance solutions that work the best for their customers. This level of support is not normally available to vendors and companies that do not participate in APN.

- AWS Partners can attain AWS Competencies based on their specialization in key AWS solution areas. Attainment of an AWS Competency, which requires meeting or exceeding several requirements and passing a rigorous third-party audit of capabilities, is a public indication of the AWS Partner's ability to excel in an area of expertise. The AWS Public Sector Partner Program includes partners with solutions and experience in delivering on a combination of government, education, and non-profit customer missions around the world.
- Specific to reselling AWS services, AWS offers the Solution Provider Program—designed for systems integrators, managed service providers, value-added resellers, and other public sector partners—to resell AWS Services as part of a differentiated solution. Under this program, Authorized Solution Providers manage, service, support, and bill AWS accounts for end customers.The Solution Provider Program includes a tiered discount structure based on technical capabilities and success in driving a new business. It includes flexible contracting options to help meet unique end customer requirements, and it provides partners with multiple AWS Support models that align with most AWS partner practices.

Visit the Engage with AWS Partners page to learn more about customer success stories with AWS Partners, learn more about AWS Partner specialties, and search for AWS Partners by service, industry, workload, or solution. The APN Journal page provides additional information on how AWS Partners are helping customers achieve success in the AWS Cloud.

# 4. AWS Cloud Security

You can find more information in RFx Aid – Shared Responsibility.

Because our customers build systems on top of AWS Cloud infrastructure, security and compliance responsibilities are shared between AWS and the customer. This shared responsibility model can help relieve customers' operational burden as AWS operates, manages, and controls the components from the host operating system and virtualization layer down to the physical security of the facilities in which the service operates. Customers control how they architect and secure their applications and data put on the AWS Cloud. AWS provides a wide array of security and compliance services, and customers should carefully consider the services used, integration of those services into their IT environment, and applicable laws and regulations. AWS's shared responsibility/security model is depicted in Figure 1. More information on how to build secure solutions on AWS can be found in Section 7.

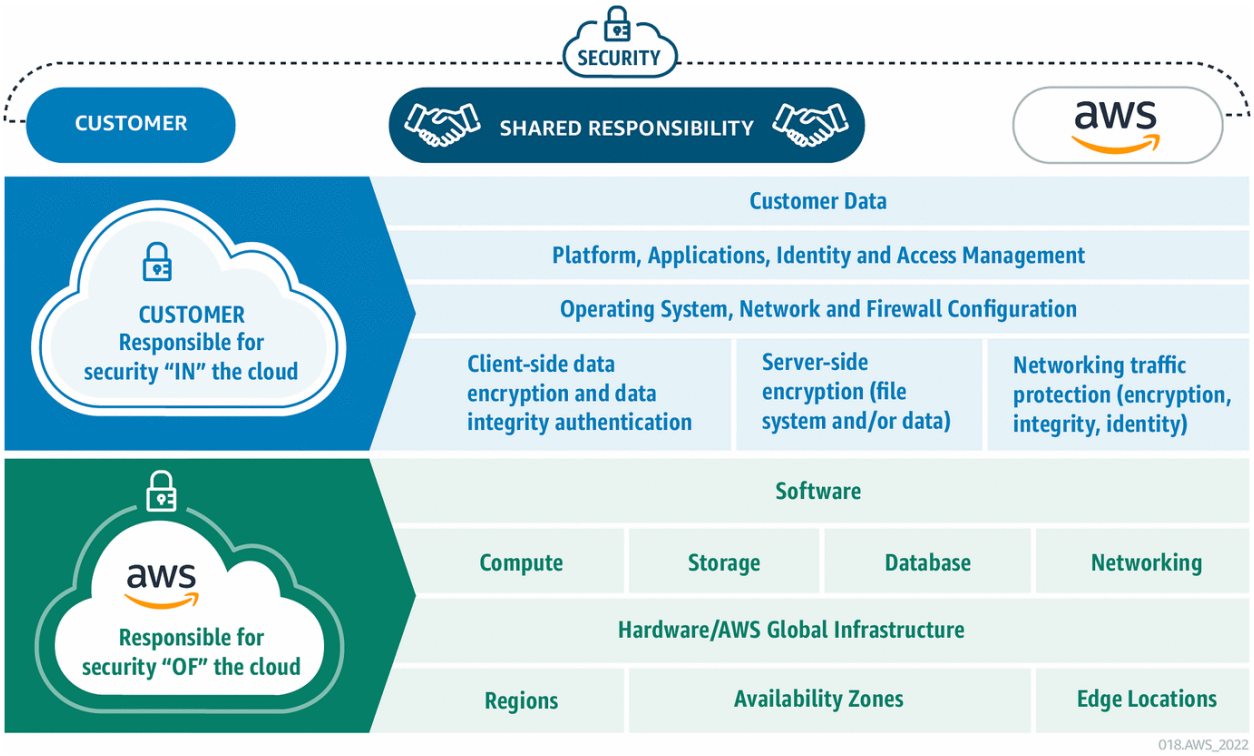



**Figure 1: AWS Shared Responsibility Model.** *This model reflects the respective responsibilities that AWS and the customer each have for securing the cloud and the resources and data it holds. Other parties such as a software provider or AWS Partner may sometimes hold security responsibilities.*

This differentiation of responsibility is commonly referred to as security *of* the cloud versus security *in* the cloud.

- **AWS Responsibility (Security of the Cloud):** AWS is responsible for protecting the infrastructure that runs all of the services offered on the AWS Cloud. This infrastructure is composed of the hardware, software, networking, and facilities that run AWS Cloud services.
- **Customer/APN Partner Responsibility (Security in the Cloud):** Customers/AWS Partners assume responsibility and management of the guest operating system (including updates and security patches); other associated application software; configuration of the AWS-provided security group firewalls; and other security, change management, and logging features.

AWS's shared responsibility model is further explained on the AWS Compliance webpage.

In partner-led acquisitions, there is another party to factor into this model—the partner. The level of CSP and customer responsibilities in the shared responsibility model depend on the cloud deployment model, as shown in **Figure 2**. For example, a reseller may pass along the same shared responsibility model while a managed service provider may take on many of the customer responsibilities in the Shared Responsibility Model. AWS Partners should encourage customers to be clear about their desired level of responsibility in a cloud procurement.

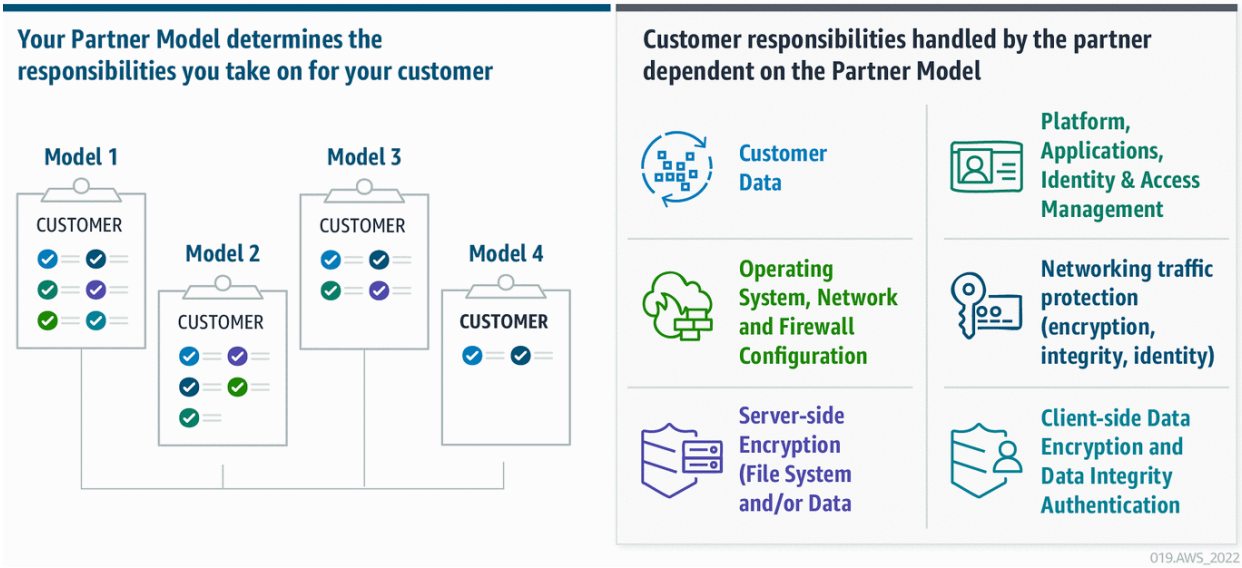



**Figure 2: Partner Model Determines Level of Involvement in Customer Responsibility.** *Based on the type of partner support model, an AWS Partner may hold most, some, or none of the customer's responsibilities in the AWS Shared Responsibility Model.*

## 4.1. Shared Controls for Security and Compliance

Some controls apply to both the infrastructure layer (AWS responsibility) and customer layers (customer/APN Partner responsibility), but in completely separate contexts or perspectives. In a shared control, AWS provides the requirements for the infrastructure, and the customer/AWS Partner must provide their own control implementation within their use of AWS Cloud services. Examples of these shared controls include the following:

- **Patch Management:** AWS is responsible for patching and fixing flaws within the infrastructure, but customers/AWS Partners are responsible for patching their guest operating systems and applications.
- **Configuration Management:** AWS maintains the configuration of its infrastructure devices, but customers/AWS Partners are responsible for configuring their own guest operating systems, databases, and applications.
- **Awareness and Training:** AWS trains AWS employees, but customer/AWS Partners must train their own employees.

For example, services such as Amazon Elastic Compute Cloud (Amazon EC2), Amazon Virtual Private Cloud (Amazon VPC), and Amazon Simple Storage Service (Amazon S3) are categorized as infrastructure as a service (IaaS) and, as such, require the customer to perform all of the necessary security configuration and management tasks. If a customer deploys an Amazon EC2 instance, they are responsible for management of the guest operating system (including updates and security patches), any application software or utilities installed by the customer on the instances, and the configuration of the AWS-provided firewall (called a security group) on each instance.

## 4.2. Data Privacy and Ownership

Customers maintain control of their data, and they can choose where to store their data within the cloud to conform to their country's data residency regulations. Customers own their data and choose the Region(s) in which they store their data. AWS does not a move customer data

unless the customer decides to move it. In addition, customers can build hybrid cloud architectures that integrate their on-premises and cloud operations for use cases such as data center extension and edge computing. Read more in our Data Residency policy perspectives whitepaper and Hybrid Cloud with AWS page.

AWS Cloud services have been intentionally designed so that our customers (not AWS personnel) have complete control over their data and applications. Customers maintain ownership of their content, and they select which AWS Cloud services can process, store, and host their content. AWS does not access or use customers' content for any purpose without their consent. AWS gives customers ownership and control over their content through simple, powerful tools that allow them to determine where their content will be stored, secure their content in transit and at rest, and manage their access to AWS Cloud services and resources for their users. AWS also implements responsible and sophisticated technical and physical controls that are designed to prevent unauthorized access to or disclosure of content.

Four basic guidelines of data privacy and ownership on AWS include the following:

- **Access:** Customers manage access to their content and user access to AWS Cloud services and resources. AWS provides an advanced set of access, encryption, and logging features to help them do this effectively (such as AWS CloudTrail). We do not access or use customers' content for any purpose without their consent. Customer virtual instances are solely controlled by the customer who has full root access or administrative control over accounts, services, and applications. AWS personnel do not have the ability to log into customer instances. We never use customers' content or derive information from it for marketing or advertising.
- **Geographical Location of Data:** Customers choose the AWS Region(s) in which their content is stored. AWS does not move or replicate customers' content outside of their chosen AWS Region(s) without their consent, except as legally required and as necessary to maintain the AWS Cloud services.
- **Security:** Customers choose how their content is secured, including via tokenization, data decomposition, cyber detection, and encryption. AWS has developed a security assurance program that uses best practices for global privacy and data protection to help customers operate securely within AWS, and to make the best use of our security control environment. These security protections and control processes are independently validated by multiple third-party independent assessments. We also offer strong encryption for content in transit and at rest, and we provide customers the option to manage their own encryption keys.
- **Disclosure of Customer Content:** We do not disclose customer content unless required to do so to comply with the law, or with a valid and binding order of a governmental or regulatory body. Unless we are prohibited from doing so or there is clear indication of illegal conduct in connection with the use of Amazon products or services, Amazon notifies customers before disclosing customer content so they can seek protection from disclosure. Additional information can be found in our latest transparency report and our Amazon Law Enforcement Guidelines.

## 4.3. Customer Control of Data Residency

AWS has taken steps to accommodate customer concerns and government mandates related to data residency—the requirement that all customer content processed and stored in an IT system remain within specific geographical borders. AWS data centers are secure by design based on our physical and environmental controls. Both Gartner and IDC concluded that the security posture of major cloud service providers (CSPs) is equal to or better than the best

enterprise data centers, and that security should no longer be considered a primary inhibitor to the adoption of public cloud services. In fact, customers benefit from the security native in the cloud. More information about AWS's controls can be found at our website, or in Section 7.

# 5. Services Overview

You can find more information in RFx Aid – AWS Services.

AWS has continually expanded its services to support virtually any cloud workload. We now have more than 200 fully featured services, with several highlighted in the following subsections and depicted in Figure 3. In addition, our AWS Documentation page provides user guides, developer guides, API references, and tutorials to help our customers and AWS Partners get started on AWS and learn more about our services. Reference architectures and architecture whitepapers are available at AWS Architecture Center. The AWS This is My Architecture web page houses innovative cloud architectures from customers and AWS Partners.

**Figure 3: AWS Services.** *AWS offers breadth and depth with over 200 cloud services available.*

## 5.1. Compute Services

AWS offers a broad portfolio of compute services, allowing customers to develop, deploy, run, and scale applications and workloads. Our compute services include virtual machines and servers like Amazon EC2 and Amazon Lightsail, containers like Amazon Elastic Container Service (Amazon ECS) and AWS Fargate, and serverless services like AWS Lambda.

**Did You Know?**

- Amazon EC2 offers over 600 generally available instances—more than any other cloud provider.

- AWS pioneered the serverless computing space with the launch of AWS Lambda in 2014. Today, over a million customers are using AWS Lambda.

## 5.2. Storage Services

AWS offers a complete range of cloud storage services to support both application and archival compliance requirements. Customers can select from object, file, and block storage services—like Amazon S3, Amazon Elastic File System (Amazon EFS), Amazon FSx, and Amazon Elastic Block Store (Amazon EBS)—and archive, backup, and hybrid storage—like Amazon S3 Glacier, AWS Backup, and AWS Storage Gateway.

**Did You Know?**

- Amazon S3 is designed for 99.999999999% (11 "9's") of durability, and stores data for millions of applications for companies all around the world.

## 5.3. Database Services

AWS offers fully managed database services such as:

- relational databases for transactional applications (like Amazon Aurora and Amazon Relational Database Service [Amazon RDS]),
- non-relational databases for internet-scale applications (like Amazon DynamoDB),
- a data warehouse for analytics (like Amazon Redshift),
- an in-memory data store for caching and real-time workloads (like Amazon ElastiCache),
- a graph database for building applications with highly connected data (like Amazon Neptune),
- a time series database for measuring changes over time (like Amazon Timestream),
- a document database (like Amazon DocumentDB),
- a wide column store (like Amazon Keyspaces for Apache Cassandra]),
- and a ledger database to maintain a complete and verifiable record of transactions (like Amazon Quantum Ledger Database [QLDB]).

**Did You Know?**

- More than 800,000 databases have been migrated using AWS Database Migration Service.
- Amazon Aurora is the fastest growing service in the history of AWS and over a hundred thousand AWS customers use it for their relational databases.

## 5.4. Analytics Services

Each analytic service AWS provides is purpose-built for a wide range of analytics use cases such as interactive analysis (Amazon Athena), big data processing using Apache Spark and Hadoop (Amazon EMR), data warehousing (Amazon Redshift), real-time analytics (Amazon Kinesis), operational analytics (Amazon OpenSearch Service), data catalog (AWS Glue), integrated data lake service (AWS Lake Formation), and dashboards and visualizations (Amazon QuickSight).

## 5.5. Networking and Content Delivery Services

AWS networking and content delivery services enable customers to isolate their cloud infrastructure with Amazon Virtual Private Cloud (Amazon VPC), scale their request handling capacity with Elastic Load Balancing, and connect their physical network to their private virtual network with AWS Direct Connect. We also offer a secure global content delivery network (CDN) with Amazon CloudFront and a scalable cloud Domain Name Service (DNS) with Amazon Route 53.

To build a network for microservices architectures, AWS enables customers to application-level networking for containers and microservices (such as AWS App Mesh), create, maintain, and secure APIs at any scale (such as Amazon API Gateway), and discover AWS Cloud services connected to their applications (such as AWS Cloud Map).

**Did You Know?**

- All 117 AWS services that store customer data offer the ability to encrypt that data.

## 5.6. Migration and Transfer Services

Whether customers are migrating a server, database, or raw data into the AWS Cloud, AWS offers a suite of tools to help with their migration. The AWS Snow Family of devices helps customers to physically transport up to exabytes of data into and out of the AWS Cloud. AWS Migration Hub provides a single location to track the progress of application migrations across multiple AWS solutions. In addition, AWS Application Discovery Service helps customers plan migration projects by gathering information about their on-premises data centers. Migration Evaluator delivers accurate data-driven recommendations to right-size and right-cost compute. AWS Application Migration Service (AWS MGN) allows customers to quickly realize the benefits of migrating applications to the cloud without changes and with minimal downtime.

## 5.7. Management and Governance Services

AWS provides a set of management tools that allows customers to programmatically provision, monitor, and automate all the components of their cloud environment. Using these tools, customers can maintain consistent controls without restricting development velocity. AWS provides four kinds of management tools that work together and are integrated with the AWS platform. These tools include provisioning tools such as AWS Control Tower and AWS CloudFormation, operations management tools such as AWS Systems Manager, monitoring and logging tools such as Amazon CloudWatch, configuration management services such as AWS Config and AWS OpsWorks, and monitoring and auditing tools such as Amazon CloudWatch and AWS CloudTrail.

## 5.8. Security, Identity, and Compliance Services

AWS provides security tools and services that can help customers understand and transition to a secure cloud, including encryption with AWS Key Management Service (AWS KMS), threat detection with Amazon GuardDuty, and Distributed Denial of Service (DDoS) protection with AWS Shield. AWS Identity and Access Management (IAM) allows customers to have granular control over access to AWS services. Furthermore, Amazon Macie can help customers discover, classify, and protect their most sensitive data.

## 5.9. Developer Tools

The AWS Developer Tools are a set of services designed to enable developers and IT operations professionals practicing DevOps to rapidly and safely deliver software. Together, these services help customers securely store and version control their application's source code and automatically build, test, and deploy their application to AWS or their on-premises environment. AWS offerings are provided with a range of supporting components like developer tools, toolkits, and command line tools for developing and managing AWS applications Our developer tools include the following:

- AWS Cloud9: Write, run, and debug code in a cloud integrated development environment (IDE)
- AWS CodeBuild: Build and test code
- AWS CodeCommit: Store code in private Git repositories
- AWS CodeDeploy: Automate code deployments
- AWS CodePipeline: Release software using continuous integration and delivery
- AWS CodeStar: Develop, build, and deploy applications on AWS
- Amazon Corretto: Develop and run Java applications on popular operating systems including Linux, Windows, and macOS
- AWS X-Ray: Analyze and debug production applications.

## 5.10. ML and AI Services

AWS offers pre-trained AI services for computer vision (Amazon Rekognition), language (Amazon Polly, Amazon Comprehend, Amazon Textract, Amazon Translate, Amazon Transcribe, and Amazon Lex), recommendations (Amazon Personalize), and forecasting (Amazon Forecast), with several more in preview. AI services easily integrate with customers' applications to address common use cases such as personalized recommendations, modernizing their contact center, improving safety and security, and increasing customer engagement. In addition, Amazon SageMaker helps to quickly build, train and deploy machine learning models at scale.

Amazon SageMaker removes the heavy lifting from each step of the machine learning process to make it easier to develop high quality models. SageMaker provides all of the components used for machine learning in a single toolset so models get to production faster with much less effort and at lower cost. SageMaker includes features specific to the various stages of ML model development and launch: Collect and Prepare, Build, Train and Tune, and Deploy.

**Did You Know?**

- Since we launched SageMaker in 2017, AWS has added more than 250 capabilities and features.

## 5.11. IoT Services

AWS Internet of Things (IoT) provides broad and deep functionality and brings together data management and rich analytics so that customers can build IoT solutions for virtually any use case across a wide range of devices. Our device software (FreeRTOS and AWS IoT Greengrass) enables customers to securely connect devices, gather data, and take intelligent actions locally—even when internet connectivity is not available. Our control services (AWS IoT Core, AWS IoT Device Defender, AWS IoT Device Management, and AWS IoT Things Graph)

allow customers to control, manage, and secure large and diverse device fleets. Finally, our data services (AWS IoT Analytics, AWS IoT Events, and AWS IoT SiteWise) help customers extract value from IoT data.

## 5.12. Mobile Services

AWS offers a suite of services for building and deploying mobile applications, including AWS Amplify for provisioning and managing backends for mobile applications, AWS Device Farm for app testing, and Amazon Pinpoint and Amazon Simple Notification Service (Amazon SNS) for customer engagement.

## 5.13. Call Center Services

You can find more information in RFxAid – Amazon Connect.

Amazon Connect provides a seamless omnichannel experience through a single unified contact center for voice and chat. Amazon Connect is a cloud-based contact center service developed from the same contact center technology used by Amazon customer service associates around the world to power millions of customer conversations.

Contact center agents can use Amazon Connect to communicate with customers across channels like voice and live chat, without losing the account information, progress, or changing agents. Amazon Connect's cloud-based, omnichannel functionality simplifies contact center operations, improves agent efficiency, and lowers costs for organizations seeking to enhance the customer experience. This includes a single set of tools for skills-based routing, powerful real-time and historical analytics, and intuitive management tools—all with pricing based on the resources used rather than capacity, agent seats, or maintenance.

Amazon Connect integrates with the leading customer relationship management (CRM), workforce management (WFM), analytics, and helpdesk solutions so customer contact centers can embed the Amazon Connect agent experience into the applications agents already use.

## 5.14. Hybrid Services

AWS offers hybrid cloud services that can help customers integrate a mix of cloud, on-premises data centers, and edge locations. VMware Cloud on AWS is an integrated cloud offering jointly developed by AWS and VMware that allows organizations to seamlessly migrate and extend their on-premises VMware vSphere-based environments to the AWS Cloud. AWS Outposts is a hybrid cloud solution that brings the AWS infrastructure, services, APIs, management tools, and support to virtually any data center, co-location space, or on-premises facility.

For migration and computing on the edge, AWS has the AWS Snow Family, a collection of physical devices that help migrate large amounts of data into and out of the cloud without depending on networks. The Snow Family, comprised of AWS Snowcone, AWS Snowball, and AWS Snowmobile, offers a number of physical devices and capacity points, most with built-in computing capabilities. These services help physically transport up to exabytes of data into and out of AWS, as described below.

- **AWS Snowcone:** The smallest member of the AWS Snow Family of edge computing, edge storage, and data transfer devices, weighing in at 4.5 pounds (2.1 kg) with 8 terabytes of usable storage. Snowcone is ruggedized, secure, and purpose-built for use outside of a traditional data center.
- **AWS Snowball:** A data migration and edge computing device that comes in two device options: Compute Optimized and Storage Optimized. Snowball Edge Storage Optimized

devices provide 40 vCPUs of compute capacity coupled with 80 terabytes of usable block or Amazon S3-compatible object storage. Snowball Edge Compute Optimized devices provide 52 vCPUs, 42 terabytes of usable block or object storage, and an optional GPU for use cases such as advanced machine learning and full motion video analysis in disconnected environments.

- **AWS Snowmobile:** A 45-foot long ruggedized shipping container that moves up to 100 PB of data and is ideal for multi-petabyte or exabyte-scale digital media migrations and data center shutdowns. A Snowmobile arrives at the customer site and appears as a network-attached data store for more secure, high-speed data transfer.

### 5.15. Other Services

AWS continuously innovates and introduces new services. In addition to the types of services listed above, AWS also offers services for application integration, desktop apps, blockchain, quantum technologies, media streaming, satellite, robotics, Augmented and Virtual Reality (AR/VR), and game development.

**Did You Know?**

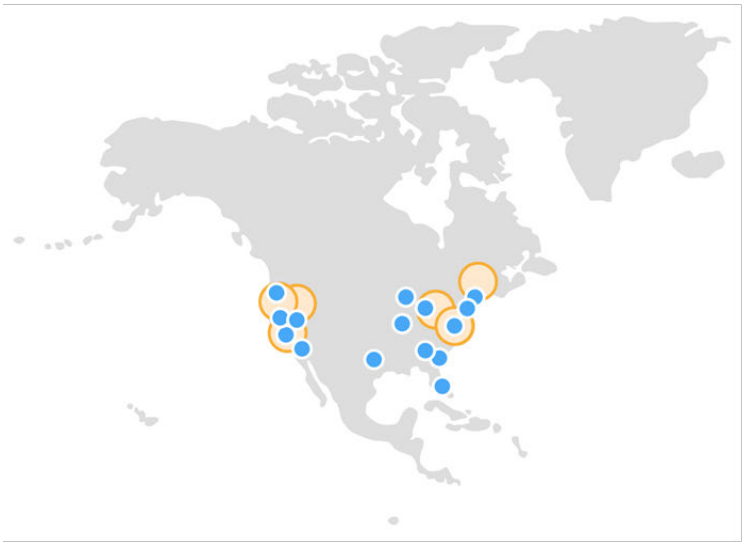
- In 2011, AWS released over 80 new significant services and features, followed by nearly 160 in 2012; 280 in 2013; 516 in 2014; 722 in 2015; 1,017 in 2016; 1,430 in 2017; and 1,957 in 2018; 2,345 in 2019, 2,757 in 2020, and 3,084 in 2021.

## 6. AWS Cloud Infrastructure

You can find more information in RFx Aid – AWS Regions & Availability Zones.

Our AWS Cloud infrastructure allows customers to build solutions that are more highly available, fault tolerant, and scalable than would be possible with a single data center. This is because the AWS Cloud infrastructure is built around Regions and Availability Zones. A Region is a physical location in the world that contains multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity and housed in separate facilities.

AWS currently has 6 Regions and 22 Availability Zones in the United States (see **Figure 4**). Information on each Region can be found at the AWS Global Infrastructure page. The AWS products and services that are available in each region are listed at the AWS Regional Services webpage.



**US East (Northern Virginia)**
Availability Zones: **6**
Launched 2006

**US East (Ohio)**
Availability Zones: **3**
Launched 2016

**US West (Oregon)**
Availability Zones: **4**
Launched 2011

**US West (Northern California)**
Availability Zones: **3** (new customers can access 2)
Launched 2009

**GovCloud (US-West)**
Availability Zones: **3**
Launched 2011

**GovCloud (US-East)**
Availability Zones: **3**
Launched 2018

**Figure 4: AWS Regions and Availability Zones.** *AWS has 6 geographic regions and 22 Availability Zones across the United States.*

**Figure** 5 illustrates the relationship between regions and Availability Zones.

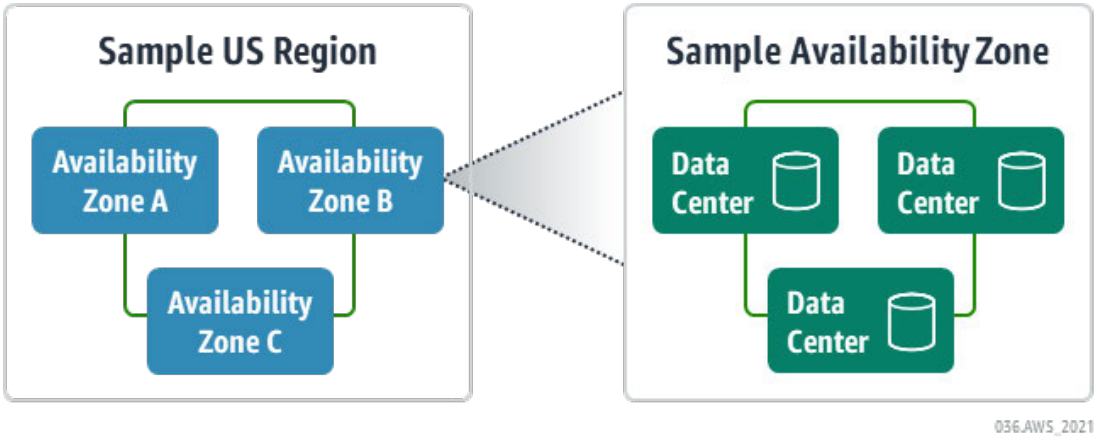



**Figure 5. Regions and Availability Zones**

The AWS products and services that are available in each Region are listed at the Region Table webpage.

## 6.1. Access to Physical Infrastructure and Data Center Facilities

You can find more information in RFx Aid – Data Center Security and Access.

AWS does not disclose the exact location of data centers and does not allow data center access to customers, as this exposes a wide range of customers to physical access of a third party. To meet this customer need, an independent and competent auditor validates the presence and operation of controls as part of our System and Organization Controls (SOC 1) Type 2 report.

This broadly accepted third-party validation provides customers with the independent perspective of the effectiveness of controls in place. A list of FAQs on how to access SOC reports is available through AWS Artifact here.

SOC reports are independent third-party examination reports that demonstrate how CSPs achieve key compliance controls and objectives. These reports help customers and their auditors understand the CSP infrastructure controls established to support operations and compliance. These third-party audits and attestations provide customers with assurance that the CSP maintains robust compliance controls and alleviates the need for customers to visit on-site facilities, thus enhancing CSP infrastructure security overall. See Appendix C for more information on SOC reports.

## 6.2. Data Center Audits

AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. As such, AWS does not allow data center access to customers, as this exposes a range of customers to physical access of an outside party.

Instead of allowing customers to perform physical audits, AWS has an independent third party perform audits of its data centers. These audits are conducted in accordance with the Federal Risk and Authorization Management Program (FedRAMP), American Institute of Certified Public Accountants (AICPA): AT 801 (formerly Statement on Standards for Attestation Engagements [SSAE] 16), and International Standards for Assurance Engagements (ISAE) 3402 professional standards.

The auditors produce a SOC 1 Type 2 report in connection with the audit. Independent reviews of data center physical security are also part of an International Organization for Standardization (ISO) 27001 audit, a Payment Card Industry (PCI) Data Security Standard (DSS) assessment, and an International Traffic in Arms Regulations (ITAR) audit.

Our rigorous attention to auditing provides peace of mind to our customers. Much as a customer trusts a bank based on reputation and regulation by the Federal Deposit Insurance Corporation (FDIC), our customers trust the independent third-party audits described above. It is widely accepted that such accrediting organizations are competent and qualified to assure customer confidence and acceptance without a personal inspection and accreditation—or customers having to hire their own accreditor.

To help fulfill customer-specific audit and regulatory requirements, we detail our controls on our Data Center website.

## 6.3. Service Level Agreements

You can find more information in RFx Aid – SLAs.

AWS provides service level agreements (SLAs) that apply to customer use of specific services. Due to the rapidly evolving nature of AWS Cloud service offerings, our SLAs are best reviewed directly on our website here. In each service-specific SLA, we detail our general service commitment, including our monthly uptime percentage.

Our utility-based cloud model, customers can use our cloud infrastructure and its components as software-defined endpoints. This allows customers to achieve the highest levels of availability, performance, elasticity, scale, and geographic distribution to meet business service level requirements.

## 6.4. Data Center Virtual Tours

Customers and AWS Partners can take a virtual tour of our data centers to observe how we implement a layered security structure to keep our data centers secure. The following provides a list of each data center layer with a link to a virtual tour for each one.

- **Perimeter Layer:** AWS data center physical security begins at the perimeter layer. This layer includes physical security features depending on the location, such as security guards, fencing, security feeds, intrusion detection technology, and other measures.
- **Infrastructure Layer:** The infrastructure layer is the data center building and the equipment and systems that keep it running. Components like back-up power equipment, the HVAC system, and fire suppression equipment are all part of the infrastructure layer. These devices and systems help protect servers and data.
- **Data Layer:** The data layer is the most critical point of protection because it is the only area that holds customer data. Protection begins by restricting access and maintaining a separation of privilege for each layer. In addition, we deploy threat detection devices, video surveillance, and system protocols, further safeguarding this layer.
- **Environmental Layer:** The environmental layer is dedicated to environmental considerations from site selection and construction to operations and sustainability. AWS carefully chooses our data center locations to mitigate environmental risk such as flooding, extreme weather, and seismic activity.

## 6.5. Data Center Security

AWS's data centers use innovative architectural and engineering approaches to ensures their security. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. The following subsections address some of our customers' frequently asked questions about our data center security.

- **Physical and Environmental Security:** AWS data centers are housed in nondescript facilities for anonymity. Physical access is strictly controlled at both the perimeter and at building ingress points by professional security staff using video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or AWS. All physical access to data centers by AWS employees is logged and audited.
- **Fire Detection and Suppression:** Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.
- **Power:** The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations 24 hours a day and seven days a week. Uninterruptible power supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.

- **Climate and Temperature:** Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.
- **Physical Plant Management:** AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified. Preventative maintenance is performed to maintain the continued operability of equipment.
- **Storage Device Decommissioning:** As part of AWS's storage decommissioning process, when a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in National Institute of Standards and Technology (NIST) 800-88 (Guidelines for Media Sanitization) as part of the decommissioning process.

AWS will provide the SOC 1 Type 2 report to customers under NDA. The AWS Security Center provides up-to-date information on AWS audits by independent third-party auditors.

# 7. Automatic Scaling of Cloud Resources

You can find more information in RFx Aid – Scalability and Elasticity.

To help customers feel confident that infrastructure can handle a spike in traffic, they can use AWS Auto Scaling and Elastic Load Balancing to automatically scale their AWS cloud-based resources up to meet unexpected demand, and then scale those resources down as demand decreases. While AWS Auto Scaling adjusts capacity for multiple resources, Elastic Load Balancing distributes incoming application traffic across targets such as Amazon EC2 instances and containers.

## 7.1. Scaling

AWS Auto Scaling monitors customers' applications and automatically adjusts capacity to maintain steady, predictable performance at the lowest possible cost. The service provides a user interface that lets customers build scaling plans for resources including Amazon EC2 instances and Spot Fleets, Amazon ECS tasks, Amazon DynamoDB tables and indexes, and Amazon Aurora Replicas.

Auto Scaling maintains the number of instances that the customers specifies by performing periodic health checks on the instances in the group. If an instance becomes unhealthy, the group terminates the unhealthy instance and launches another instance to replace it.

Auto Scaling policies can be used to automatically increase or decrease the number of running Amazon EC2 instances in a group of servers to meet changing conditions. When the scaling policy is in effect, the Auto Scaling group adjusts the desired capacity of the group and launches or terminates the instances as needed, either dynamically or on a schedule if there is a known and predictable ebb and flow of traffic.

## 7.2. Load Balancing

Elastic Load Balancing automatically distributes incoming application traffic across multiple targets, such as Amazon EC2 instances, containers, IP addresses, and AWS Lambda functions. It can handle the varying load of application traffic in a single Availability Zone or across multiple Availability Zones. When combined with Auto Scaling, the number of healthy nodes is

automatically rebalanced with the other Availability Zones, and no manual intervention is required.

Elastic Load Balancing offers three types of load balancers that all feature the high availability, automatic scaling, and robust security necessary to make applications fault tolerant:

- **Application Load Balancer:** Best suited for load balancing of HTTP and HTTPS traffic
- **Network Load Balancer:** Best suited for load balancing of Transmission Control Protocol (TCP) traffic where extreme performance is required
- **Classic Load Balancer:** Best suited for applications that were built within the Amazon EC2-Classic network
- **Gateway Load Balancer:** Best suited for deploying and running of third-party virtual appliances.

## 7.3. Monitoring and Alarms

Customers can use Amazon CloudWatch to collect and track metrics, collect and monitor log files, and set alarms. Customers can architect their solutions so that Amazon CloudWatch's metrics and alarms can work together with Auto Scaling and Elastic Load Balancing to dynamically deploy new instances on-demand, as depicted in Figure 6. This type of automation reduces the administrative burden of the customer because the infrastructure instantaneously changes capacity to meet demand without active management.

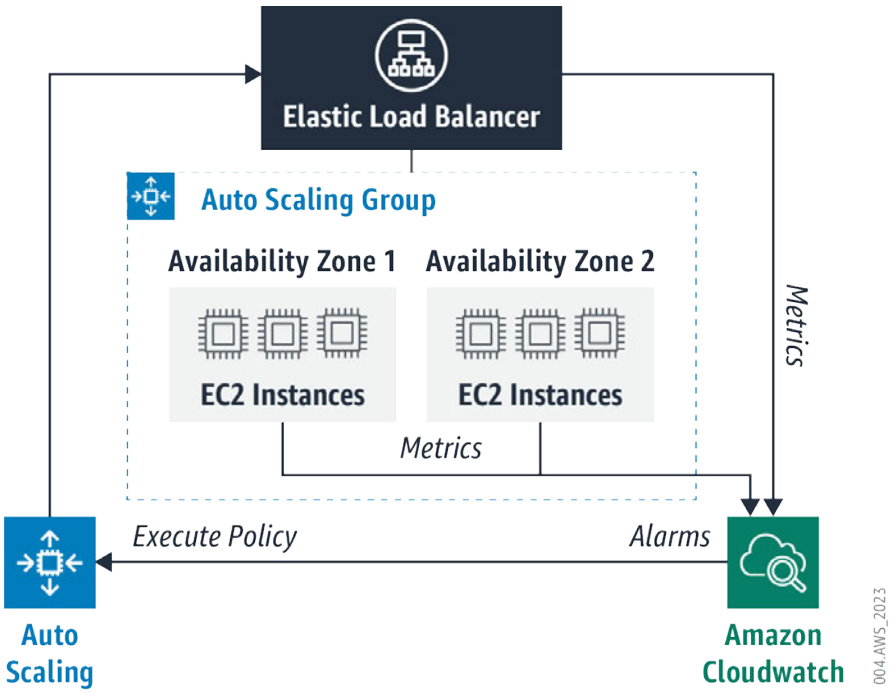



**Figure 6: Auto Scaling and Elastic Load Balancing with Amazon CloudWatch alarms.** *Automatic scaling helps account for changes in capacity needs and user demand.*

# 8. Architecting for High Availability and Reliability

You can find more information in RFx Aid – Reliability Resilience and Availability.

Availability and reliability are shared responsibilities between AWS and the customer or AWS partner. AWS is responsible for ensuring that our services are continuously available and that

we are prepared to handle a wide range of events that could affect our infrastructure. Customers or AWS Partners are responsible for designing, deploying, and testing their applications on AWS to achieve the availability and resiliency they need, including for mission-critical applications that require almost no downtime. The following subsections further detail AWS and customer responsibilities for availability and reliability.

## 8.1. AWS Responsibility: Data Center Availability and Reliability

AWS builds to guard against outages and incidents, and we account for them in the design of our services—so when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible.

To minimize disruptions, AWS employs compartmentalization. We have multiple constructs that provide different levels of independent, redundant components. For example, our Regions are isolated from each other, meaning that a disruption in one Region does not result in disruption in other Regions. Our Availability Zones are physically separated and isolated, and they are built with highly redundant networking to withstand local disruptions. AWS also leverages a concept known as cell-based architecture, by which resources and requests are partitioned into "cells" that are designed to be independent of each other. This design minimizes the chance that a disruption in one cell—for example, one subset of customers—would disrupt other cells.

Additionally, although the likelihood of large-scale incidents is very low, AWS is prepared to manage them should they occur. We maintain a series of incident response plans covering both common and uncommon events, and we update them regularly to incorporate lessons learned and prepare for emerging threats.

## 8.2. Customer Responsibility: Designing for Availability and Reliability

While AWS goes to great lengths to provide availability and reliability *of* the cloud, our customers share responsibility for ensuring availability and reliability *within* the cloud. Some best practices we recommend for building highly resilient systems on the AWS Cloud include the following:

- **Design for Failure:** It is best practice to architect across multiple AZs in the same Region to achieve extremely high Recovery Time Objectives (RTOs), Recovery Point Objectives (RPOs), and service availability. For mission-critical applications, it is best practice to architect across Regions to handle the rare case of an entire Region failing—perhaps as a result of a major physical attack.
- **Automate Failover and Recovery:** Customers can use AWS Auto Scaling to monitor their applications and automatically adjust capacity to maintain the optimal level to satisfy demand without over- or under-provisioning. Customers can also use AWS Personal Health Dashboard, which provides alerts and remediation guidance when AWS is experiencing events that may impact them. AWS Personal Health Dashboard can integrate with Amazon CloudWatch Events, allowing customers to build custom rules and select targets such as AWS Lambda functions to define automated remediation actions.
- **Test Recovery Procedures:** Customers can use a test environment to simulate different failures or to recreate scenarios that led to failures before they occur. This exposes failure pathways that customers can test and fix before a real failure scenario, reducing the risk of components that have not been tested before failing.

## 8.3. Resources and Reference Architecture

The AWS Well-Architected Framework codifies the experiences of thousands of customers, helping customers assess and improve their cloud-based architectures and mitigate disruptions. Our Reliability Pillar whitepaper provides guidance to help apply best practices to achieve reliability.

In addition, the AWS Architecture Center provides customers with the necessary guidance and application architecture best practices to build highly scalable and reliable applications in the AWS Cloud. Figure 7 provides a reference architecture for fault tolerance and high availability.

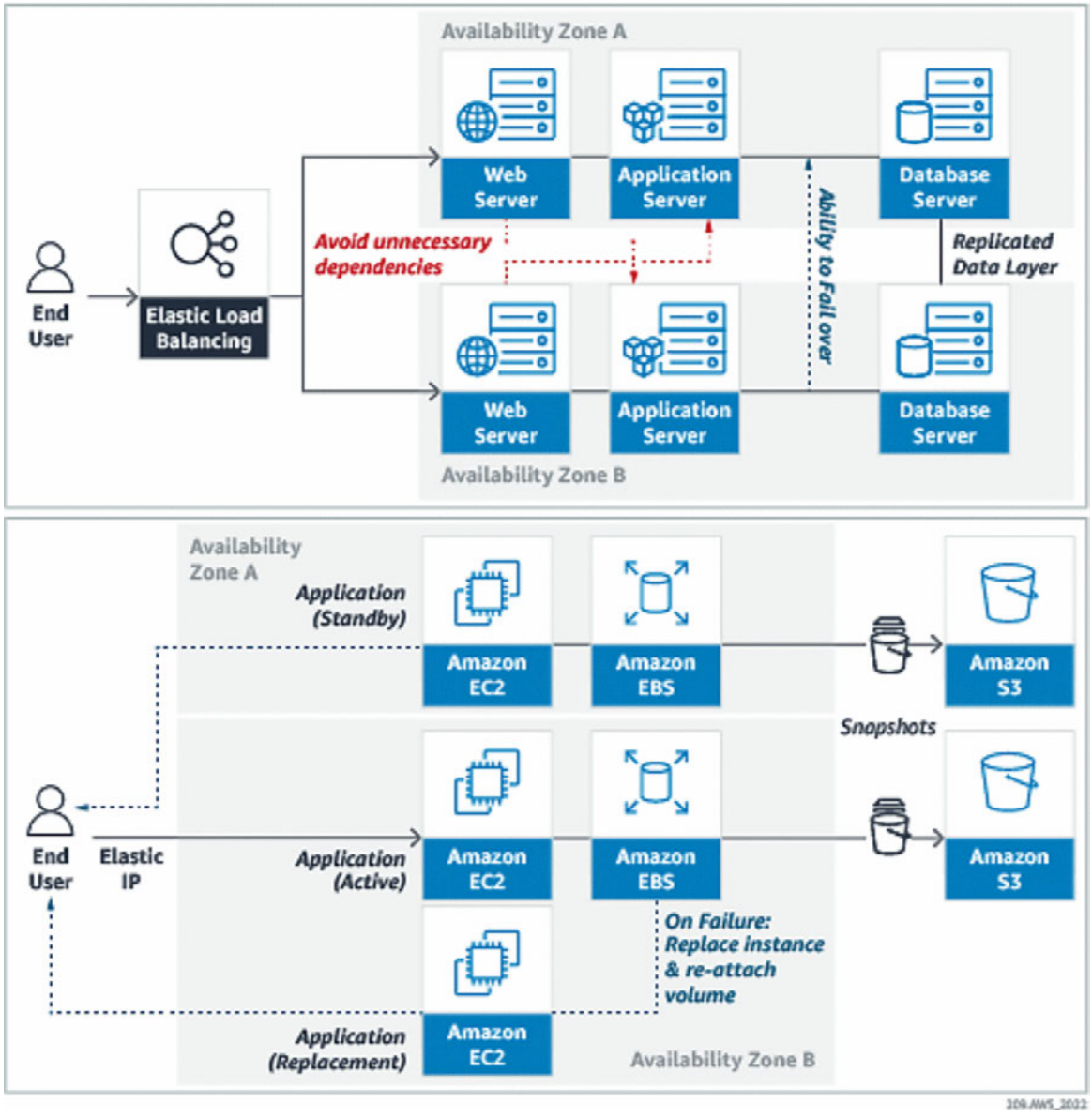



**Figure 7: Fault Tolerant AWS Reference Architecture**

## 8.4. Building Secure Solutions on AWS

You can find more information in RFx Aid – Security and AWS Security Best Practices,

AWS manages over a thousand security controls to provide a secure environment for our customers. The AWS virtual infrastructure is designed to provide optimum availability while ensuring customer security, privacy, and segregation. AWS's highly secure data centers use state-of-the-art electronic surveillance and multi-factor access control systems and maintain strict, least-privileged-based access authorizations. Our environmental systems are designed to minimize the impact of disruptions to operations, and our multiple Regions and Availability Zones allow customers to remain resilient in the face of most failure modes.

Remember that security is a shared responsibility between AWS and the AWS Partner/customer. While AWS is responsible for protecting the infrastructure that runs all of the services offered in the AWS Cloud, AWS Partners/customers control how they architect and secure their applications and data on the AWS Cloud. In addition, AWS provides security documentation that shows how to configure AWS services to meet security and compliance objectives.

The following subsections provide further information on some of our most-inquired-about aspects of security. More information about security and responsibilities is available on our AWS Cloud Security and AWS Security Documentation webpages.

## 8.5. Granting and Managing Account Access

You can find more information in the RFx Aid – Access Control.

Identity and access management are key parts of an information security program, ensuring that only authorized and authenticated users are able to access customers' resources, and only in a manner that customers intend. Using AWS Identity and Access Management (IAM), customers can create and manage AWS users and groups, assign them security credentials (e.g., access keys, passwords, and multi-factor authentication [MFA] devices), and use permissions to allow and deny their access to AWS resources. Customers can also request temporary security credentials for users who only require short-term access.

### 8.5.1. IAM Users

An IAM user is an entity that the customer creates in AWS. The IAM user represents the person or service who uses the IAM user to interact with AWS. A user in AWS consists of a name, a password to sign into the AWS Management Console, and up to two access keys that can be used with the API or CLI.

When the customer creates an IAM user, they grant it permissions either by making it a member of a group that has appropriate permission policies attached (recommended) or by directly attaching policies to the user. The customer can also clone the permissions of an existing IAM user, which automatically makes the new user a member of the same groups and attaches all the same policies.

A root user is a single sign-in identity that has complete access to all AWS Cloud services and resources in the account. It is a security best practice to *not* use the root account because of its complete access. Instead, create individual users and grant them each the minimum amount of privilege necessary, which is known as least privilege. Note that all users have zero privileges by default. Customers can manage users' privilege by individual user or by groups.

### 8.5.2. IAM Groups

An IAM user group is a collection of IAM users. Customers can use groups to specify permissions for a collection of users, which can make those permissions easier to manage for those users. For example, a customer could have a group called Admins and give that group

the types of permissions that administrators typically need. Any user in that group automatically has the permissions that are assigned to the group. Note that a group is not truly an identity because it cannot be identified as a Principal in a resource-based or trust policy. It is only a way to attach policies to multiple users at one time.

### 8.5.3. IAM Roles

An IAM role is very similar to a user, in that it is an identity with permission policies that determine what the identity can and cannot do in AWS. However, a role does not have any credentials (password or access keys) associated with it. Instead of being uniquely associated with one person, a role is intended to be assumable by anyone who needs it. An IAM user can assume a role to temporarily take on different permissions for a specific task. A role can be assigned to a federated user who signs in by using an external identity provider instead of IAM. AWS uses details passed by the identity provider to determine which role is mapped to the federated user.

### 8.5.4. Identity Federation

With Identity Federation, customers can use single sign-on (SSO) to access their AWS accounts using credentials from their corporate directory. Federation uses open standards such as Security Assertion Markup Language 2.0 (SAML) to exchange identity and security information between an identity provider and an application.

### 8.5.5. Setting Granular Permissions

Access control policies are attached to users, groups, and roles to assign permissions to AWS resources. By default, IAM users, groups, and roles have no permissions; users with sufficient permissions must use a policy to grant the desired permissions.

Using policies, customers can specify several layers of permission granularity. First, customers can define specific AWS service actions they wish to allow or explicitly deny access to. Second, depending on the action, they can define specific AWS resources upon which the actions can be performed. Third, customers can define conditions to specify when the policy is in effect (for example, if MFA is enabled or not).

### 8.5.6. Temporary Security Credentials

Customers can use the AWS Security Token Service (AWS STS) to create and provide trusted users with temporary security credentials that can control access to their AWS resources. Temporary security credentials are short-term and are not stored with the user; rather, they are generated dynamically and provided to the user when requested.

## 8.6. Tools for Logical Separation

AWS Cloud services and features that provide logical separation are enough to meet most security requirements, despite legacy requirements for physical separation. Amazon VPC, for example, allows customers to define and provision their own logically isolated section of the AWS Cloud. Amazon VPC provides a networking layer for Amazon EC2, a service that provides compute capacity within the AWS Cloud. Each Amazon VPC is logically separated from other virtual networks on the AWS Cloud, and it allows customers to launch their resources into an IP address range that they determine.

Within a VPC, customers can create subnets, each with an associated route table. They can configure these route tables to control network traffic. Customers can attach an internet gateway

to their VPC, allowing their Amazon EC2 instances to communicate with the public internet. Customers can also create private subnets that only allow their Amazon EC2 instances to communicate with each other. Our Amazon VPC User Guide provides several example scenarios for building both public and private subnets.

In addition, AWS offers services like VPC Peering, AWS Transit Gateway, and AWS PrivateLink, which allow VPCs to communicate with each other and with other services on the AWS Cloud both securely and privately.

## 8.7. Tools for Encryption

All AWS Cloud services that store customer data offer the ability to encrypt that data. By defining an encryption approach, customers can provide protection for their content against unauthorized users and against unnecessary exposure to authorized users. The combination of AWS Key Management Service (KMS) and AWS CloudHSM is the centerpiece of a rigorous encryption solution.

AWS KMS helps customers manage encryption keys and integrates with many AWS Cloud services. This service provides durable, secure, and redundant storage for customers' master keys. Customers can define their key aliases as well as key-level policies. The policies help define key administrators as well as key users. For example, a secret management system can be the only system that has access to the master key that encrypts the secrets for storage.

AWS CloudHSM is a cloud-based hardware security module (HSM) that allows customers to easily generate and use their own encryption keys on the AWS Cloud. It helps customers meet corporate, contractual, and regulatory compliance requirements for data security by using Federal Information Processing Standard (FIPS) 140-2 Level 3 validated HSMs.

### 8.7.1. Protecting Data at Rest

Multiple AWS Cloud services provide built-in integration with AWS KMS to allow easy encryption of data. Amazon S3 allows customers to encrypt content by selecting a KMS key on object upload. Amazon EBS allows customers to choose a KMS key to encrypt a block storage volume or Amazon Machine Image (AMI) copy operation. Amazon RDS allows customers to choose an encryption key for encrypting DB instance storage at rest (including backup snapshots).

Customers also have the option of implementing their own encryption-at-rest approach. For example, they can encrypt content before storing in an AWS Cloud service. Amazon S3 provides the facility to upload an already encrypted object. It also provides the ability to upload an object along with an encryption key that's used in-memory to encrypt an object. To retrieve the object, the customer must supply the same key.

### 8.7.2. Protecting Data in Transit

When protecting data in transit, selecting secure protocols that implement the latest in cryptography standards such as Transport Layer Security (TLS) is a common best practice. AWS Cloud services provide HTTPS endpoints using TLS for communication, thus providing encryption in transit when communicating with the AWS APIs. The customer has full control over their computing resources to implement encryption in transit across their services. Additionally, the AWS Certificate Manager (ACM) service allows customers to manage and deploy public and private certificates for their workloads. They can also leverage virtual private network (VPN) connectivity into their VPC or across VPCs to facilitate encryption of traffic.

## 8.8. Automating Security and Compliance

AWS offers a variety of security tools that customers can use to secure the applications they build on the AWS Cloud. These includes AWS CloudTrail and AWS CloudWatch for logging and monitoring, Amazon GuardDuty for threat detection, and AWS Shield for DDoS protection. Our Security, Identity, and Compliance on AWS page provides a more complete listing and details on the myriad services we offer. Customers can use these tools—and the tools of our AWS Partners—to automate security.

## 8.9. Penetration Testing

AWS customers are responsible for all scanning, penetration testing, file integrity monitoring, and intrusion detection for their Amazon EC2 instances, Amazon RDS databases, and various other applications. (Refer to the Penetration Testing page for terms of service regarding penetration testing.) Penetration tests should include customer IP addresses and not AWS endpoints. AWS endpoints are tested as part of AWS compliance vulnerability scans.

## 8.10. Data Breaches

Both AWS and customers (and any AWS Partners they engage) have responsibilities to respond to a data breach. AWS customers and AWS Partners retain the responsibility to monitor their own environment for privacy breaches. The AWS SOC reports provide an overview of the controls that are in place to monitor the AWS managed environment.

We recommend that customers and AWS Partners consider implementing the following best practices to protect against and detect security breaches:

- Use encryption to secure data.
- Configure AWS Cloud services to keep data secure. AWS provides information on how to secure resources in our security documentation.
- Implement least privilege permissions for access to resources and data.
- Use monitoring tools like Amazon CloudWatch to track when data is accessed and by whom.
- Review AWS's Best Practices for Security, Identity, and Compliance page for additional information on how to protect against and detect security breaches.

AWS Partners and customers are responsible for reporting incidents involving customer storage, virtual machines, and applications (for more information, refer to our Vulnerability Reporting page). AWS maintains the AWS Security Bulletins webpage to notify customers of security and privacy events affecting AWS Cloud services. Customers can subscribe to the Security Bulletin RSS Feed to keep abreast of security announcements on the Security Bulletin webpage. The customer support team maintains a Service Health Dashboard webpage to alert customers to any broadly impacting availability issues.

# 9. AWS Training and Certification

You can find more information in RFx Aid – AWS Training and Development.

AWS recommends that AWS Partners incorporate cloud training into migration or significant cloud initiatives. Industry studies show that comprehensively trained customers are more successful relative to their peers in implementing cloud, so we provide guidance below that AWS Partners can use when they are seeking to train government customers.

## 9.1. Benefits of Training and Certification

AWS Training & Certification offers the cloud skills enablement resources that government entities need to modernize their agencies; create a culture of innovation; and attract, develop, and retain cloud talent. AWS works closely with AWS Partners to develop a workforce development plan to build cloud computing capabilities based on training needs. Leveraging AWS Training and Certification for organizational training can help accomplish the following:

- **Achieve Cloud Adoption Goals Sooner:** Organizations with comprehensive training adopt cloud technology faster than those who do not take advantage of a comprehensive training program. This helps move projects forward, get to market faster, drive revenue, and capitalize on the cost savings associated with AWS.
- **Gain Stakeholder Buy-In:** AWS Training will help orient and familiarze teams with cloud initiatives. The Train to Accelerate Your Cloud Strategy whitepaper presented by the International Data Corporation (IDC) found that comprehensively-trained organizations were 4.4 times more likely to overcome operational and performance concerns. This means less time spent on stakeholder alignment and more time spent on innovation and business growth.
- **Improve Employee Productivity:** The IDC's whitepaper also found that decision makers within comprehensively-trained organizations are 4.7 times more likely to agree that cloud technology can improve IT staff productivity. AWS Training helps teams become more productive by using the cloud.

## 9.2. Approach to Training and Workforce Development

AWS is investing hundreds of millions of dollars to provide free cloud computing training to 29 million people around the world by 2025[1]. AWS and its partners can provide a comprehensive curriculum to organizations that need foundational technology upskilling and cloud computing training.

Our approach to workforce development typically begins in the classroom but must extend to solving real-world business and technology challenges. It constitutes a learning continuum across three building blocks: Learn, Explore, and Apply. Each phase can be customized to optimize the learning path for the specific organization's growth. We illustrate each of these phases in Figure 8 below.

[1] See Amazon to help 29 million people around the world grow their tech skills with free cloud computing skills training by 2025

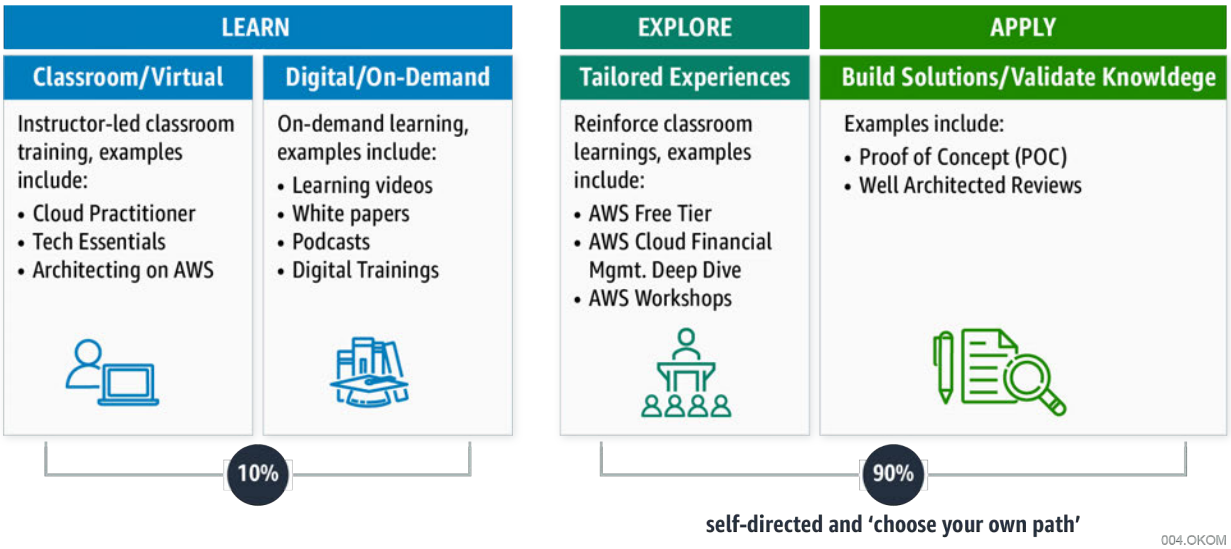



**Figure 8: Phases of Learning Continuum**

- **Learn:** Focuses on traditional classroom (or virtual training) that educates students how to build on, secure, operate, and manage AWS services, supplemented by self-paced and on-demand digital training that can be consumed at any time.
- **Explore:** Tailors learning opportunities to the agency's environment and builds on base knowledge and skills though targeted and more focused interactive learning modalities.
- **Apply:** Dives into building proofs of concept (POCs) and solutions that solve agency-specific business and technology challenges.

## 9.3. Learning Needs Analysis

For customers with significant training needs for end-customers, AWS Partners can work with an AWS Training Lead to conduct a Learning Needs Analysis as described below.

AWS Training and Certification offers a no-cost self-assessment survey known as the Learning Needs Analysis (LNA). The LNA helps identify AWS skill gaps and recommends organizational and individual training plans to address these gaps. The LNA helps optimize training investments and acquire critical skills more quickly. This can be especially useful for scenarios involving large customers who can have large numbers of employees participate.

The LNA is a two-step process:

1. **Complete the self-assessment survey:** Individuals in the organization complete a self-assessment, which measures cloud knowledge and skill across multiple functional areas. The survey takes approximately 10 minutes to complete.
2. **Review skills gaps and training plans:** AWS identifies skill gaps and generates training plans based on survey results.

Once organizations complete the LNA, AWS Training Experts, Specialists, and Solution Architects can customize training, workshops, and deep dives specialized for their industry. We then support delivery of our customized offerings both digitally and onsite.

## 9.4. Modes of Training Delivery

We offer free digital training, in-depth classroom training, private onsite training, and select learning events. Training options include the following:

- Free Digital Training: Over 500 on-demand digital courses that help customers and AWS Partners learn new cloud skills and services when and where it is convenient for them, at no cost. For example, customers and partners can get free hands-on training with AWS hosted on qwikLABS.com.
- AWS Skill Builder: On-demand digital courses that are self-paced to help learners build new cloud skills.
- AWS Training Partner (ATP) Courses: Self-paced digital or classroom courses covering a range of topics, influding fundamental and advnaced AWS Cloud topics, all provided by top AWS Training Partners, including edX and Coursera.
- Classroom Training: Live classes delivered virtually or in person by accredited AWS instructors who teach in-demand cloud skills and best practices using a mix of presentations, discussion, and hands-on labs.
- Private Onsite Training: Virtual or in-person classes with accredited AWS instructors who teach in-depth AWS Cloud skills in a private environment that brings the classroom to learners.
- Events: Register for online or in-person events to learn how to leverage the power of the AWS Cloud.

Table 2 illustrates features of AWS Training and Certification delivery.

**Table 2: Features of AWS Training and Certification Delivery**

| Training Type | Features | Recommended For |
|---|---|---|
| **Onsite Private** | Private training for employees with an AWS instructor | Organizations looking to train a team in a single convenient location |
| | AWS instructor who travels directly to the desired onsite location | |
| | Typically scheduled six to eight weeks in advance | |
| | Class size is approximately 10-20 people | |
| **Virtual Private** | Private training for employees with an AWS instructor | Organizations looking to train a team spread out in several locations |
| | AWS instructor delivers training remotely to a group in any location | |
| | Typically scheduled six to eight weeks in advance | |
| | Class size is approximately 10-20 people | |
| **Public Classes** | In-person training with an AWS or Training Partner instructor | Organizations looking to train fewer than 10 individuals on a given subject |
| | Classes available worldwide | |
| | Individuals can sign up for classes that are most convenient for their schedule | Individuals looking to deepen cloud skills |

## 9.5. AWS Certification

For certifications of employees within AWS Partner organizations, you can learn more about the value and process of obtaining certifications on the AWS Certification website.

For customers seeking assistance certifying their workforce, we include information below. There are also extensive programs available for training AWS Partner staff through formal training and certification programs as well as less formal engagements conducted through the AWS Partner's AWS Account Team.

AWS certifications validate cloud expertise and ensure that employees have attained needed knowledge to be responsible for specific roles in an organization. Government agencies can benefit from certifying their workforce, and AWS provides a variety of certifications best suited for IT roles, program or business roles, or a combination. AWS Certifications are industry-recognized credentials that help professionals highlight in-demand skills and allow organizations to build effective, innovative teams for cloud initiatives.

- **Foundational programs:** These programs provide cloud essentials, including for business decision-makers or mission leaders.
- **Associate and Processional certifications:** These offerings are best suited for IT roles responsible for architecting, operating, and administering cloud workloads.
- **Solution-specific certifications:** These certifications dive deep on capabiliteis from data analytics to security.

Figure 9 highlights our certification programs.

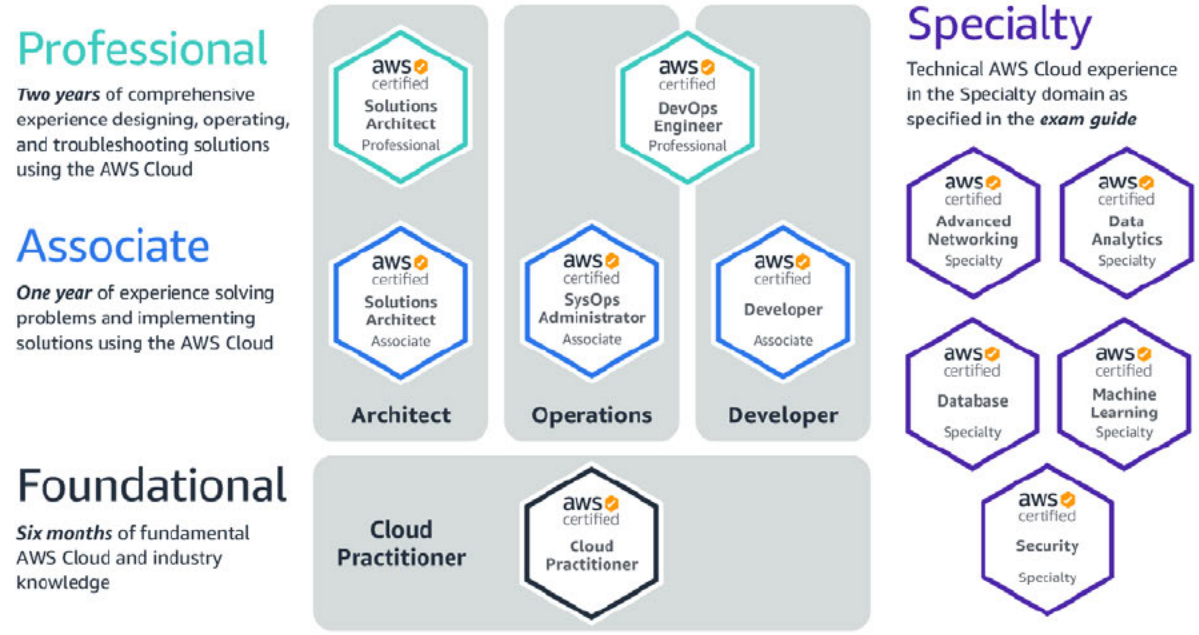



**Figure 9: AWS Certification Programs**

# 10. Achieving Compliance on AWS

You can find more information in RFx Aid – Compliance.

AWS has many compliance-enabling features that customers and AWS Partners can use for their regulated workloads in the AWS Cloud. By using AWS, customers and AWS Partners get the benefit of the many security controls that we operate, thus reducing the number of security controls that they need to maintain individually. This helps strengthen their compliance and certification programs while lowering their costs to maintain and run specific security assurance requirements.

Compliance is a shared responsibility between AWS, customers, and AWS Partners. We demonstrate our compliance posture to help customers and AWS Partners verify compliance with industry and government requirements. We engage with external certifying bodies and independent auditors to provide detailed information regarding the policies, processes, and controls we establish and operate. Customers and AWS Partners can use this information to perform their control evaluation and verification procedures as required under the applicable compliance standard. They can also incorporate the information that we provide about our risk and compliance program into their own compliance framework. We use thousands of security controls to monitor that we maintain compliance with global standards and best practices.

We categorize the AWS assurance programs into three groups:

- Certifications and Attestations
- Laws, Regulations, and Privacy
- Alignments and Frameworks

The following subsections provide additional detail on the programs that our AWS Partners most frequently ask about.

## 10.1. Certifications and Attestations

Certifications and attestations are performed by a third-party independent auditor. Our certifications, audit reports, and attestations of compliance are based on the results of the auditor's work. AWS offers its customers comprehensive compliance controls, and supports more security standards and compliance certifications than any other offering. We help customers satisfy compliance requirements for virtually every regulatory agency around the globe, including PCI-DSS, HIPAA/HITECH, FedRAMP, GDPR, FIPS 140-2, and NIST 800-171.

A list of the most frequently requested certifications in the US state, local, and education market includes:

- Federal Risk and Authorization Management Program (FedRAMP),
- Federal Information Processing Standard (FIPS),
- International Organization for Standardization (ISO) 9001:2015,
- ISO/International Electrotechnical Comission (IEC) 27001:2013,
- ISO/IEC 27018:2019,
- Payment Card Industry Data Security Standard (PCI DSS),
- System and Organization Control (SOC) Reports.

For more information about these certifications, see Appendix C**.** The full list of certifications and attestations can be found at https://aws.amazon.com/compliance/.

## 10.2. Laws, Regulations, and Privacy

AWS customers remain responsible for following applicable compliance laws and regulations. In some cases, AWS offers functionality (such as security features), enablers, and legal agreements (such as the AWS Data Processing Agreement and Business Associate Addendum) to support customer compliance. No formal certification is available to (or distributable by) a CSP like AWS within these law and regulatory domains. The following subsections provide details on the laws, regulations, and privacy considerations that AWS Partners ask about most often. These include:

- Family Educational Rights and Privacy Act (FERPA)
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)/ Health Information Technology for Economic and Clinical Health (HITECH)
- Internal Revenue Service Publication 1075 (IRS Pub 1075)
- Voluntary Product Accessibility Template (VPAT)/Section 508

### 10.2.1. FERPA

The Family Educational Rights and Privacy Act (FERPA) of 1974 was enacted to support and promote the protection of privacy and reasonable governance of student education records. FERPA provides parents of students and eligible students with the following:

- The right to inspect and review their education records
- Governance over disclosure of their education records
- A mechanism to amend incorrect education records

FERPA requires states to use reasonable methods to ensure the security of their IT solutions. This may be achieved by hosting education records on cloud computing solutions. The law, in general, requires covered institutions and agencies to reasonably safeguard student education

records from improper use or disclosure. Securing student record information, including students' personally identifiable information (PII), is essential for educational institutions and vendors that provide services which fall under the purview of FERPA.

**AWS and FERPA:** AWS implements physical and logical controls for internal services and provides robust offerings externally for customers to leverage in order to comply with FERPA. These controls are discussed in detail in our FERPA Compliance on AWS whitepaper.

**FERPA for AWS Partners:** Because FERPA was authored in 1974, it lacks clear guidance on modern technology use, which means that educational institutions are often left to create their own solutions. As part of this solution, customers are encouraged to take steps such as creating device compliance policies, threat protection plans, and data loss prevention plans that suit their organization to protect sensitive information. In addition, customers are encouraged to use encryption and access controls. Access controls also provide auditing and logging capabilities to customers in order to validate privacy and data protection policies that customers have in place. AWS offers a comprehensive set of features and services to make encryption of PII easy to manage and simpler to audit, including AWS KMS. Customers with FERPA compliance requirements have a great deal of flexibility in how they meet encryption requirements for PII.

### 10.2.2. HIPAA/HITECH

Health Insurance Portability and Accountability Act (HIPAA) legislation is designed to make it easier for US workers to retain health insurance coverage when they change or lose their jobs. This legislation also encourages electronic health records to improve the efficiency and quality of the US healthcare system through improved information sharing. Along with increasing the use of electronic medical records, HIPAA includes provisions to protect the security and privacy of protected health information (PHI).

Health Information Technology for Economic and Clinical Health (HITECH) expanded the HIPAA rules in 2009. HIPAA and HITECH together establish a set of federal standards that are intended to protect the security and privacy of PHI.

#### 10.2.2.1. AWS and HIPAA

There is no HIPAA certification for a CSP such as AWS. In order to meet the HIPAA requirements applicable to our operating model, AWS aligns our HIPAA risk management program with FedRAMP and NIST 800-53, which are higher security standards that map to the HIPAA Security Rule. NIST supports this alignment and has issued SP 800-66: An Introductory Resource Guide for Implementing the HIPAA Security Rule, which documents how NIST 800-53 aligns to the HIPAA Security Rule.

Under the HIPAA regulations, AWS is considered a business associate. The BAA is an AWS contract that is required under HIPAA rules to ensure that AWS appropriately safeguards PHI. The BAA also serves to clarify and limit, as appropriate, the permissible uses and disclosures of PHI by AWS, based on the relationship between AWS and our customers, and the activities or services being performed by AWS.

AWS has a standard BAA we present to customers for signature. This BAA accounts for the unique services AWS provides and accommodates within the AWS Shared Responsibility Model. To review, accept, and manage the status of the BAA for a specific account, sign in to AWS Artifact. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

#### 10.2.2.2. HIPAA for AWS Partners

AWS helps covered entities and their business associates use the secure AWS environment to process, maintain, and store PHI.

For detailed information about how to use AWS for the processing and storage of health information, see the whitepaper Architecting for HIPAA Security and Compliance on Amazon Web Services.

### 10.2.3. IRS Pub 1075

Internal Revenue Service Publication 1075 (IRS Pub 1075) provides guidance for US government agencies and their agents to protect Federal Tax Information (FTI).

While the IRS does not publish an official designation or certification for compliance with IRS Pub 1075, AWS supports organizations to protect FTI managed on the AWS Cloud by aligning our implementations of NIST 800-53 and FedRAMP security controls with the respective IRS Pub 1075 security requirements. AWS has worked closely with the IRS to ensure that the AWS GovCloud (US) and AWS US East/West Regions meet Pub 1075 requirements for storing and processing FTI. Refer to Appendix C.1 for information on AWS and FedRAMP security controls.

### 10.2.4. VPAT/Section 508

In 1998, the US Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology (IT), make available new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals.

The law applies to all Federal agencies when they develop, procure, maintain, or use electronic IT. Under Section 508 (29 U.S.C. § 794 (d)), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. Because Section 508 is a federal and state requirement, any and all of AWS government customers will have Section 508 compliance needs.

#### 10.2.4.1. AWS and VPAT/Section 508

AWS provides multiple interfaces to its cloud computing services, including application programming interfaces (APIs), software development kits (SDKs), integrated development environment (IDE) toolkits, and command line tools.

To address accessibility requirements, AWS offers the AWS Command Line Interface (AWS CLI), a unified tool that provides a consistent, text-based interface to interact with all parts of AWS. With just one tool, users can control services from the command line and automate them through scripts. The AWS CLI can be used by customers with a diverse range of needs, including those who use assistive technology such as Job Access with Speech (JAWS), Nonvisual Desktop Access (NVDA), and alternative input devices.

An Accessibility Conformance Report (ACR) was performed for the AWS CLI by completing Voluntary Product Accessibility Template® (VPAT) Version 2.3 in March 2019. The ACR provides assessments against Section 508 requirements and Web Content Accessibility Guidelines (WCAG) 2.1 Level A and AA requirements.

AWS also offer an alternative for users who prefer a graphical user interface. AWS ElasticWolf Client Console is a client-side application with an easy-to-use interface that is compatible with

assistive technologies such as JAWS, ZoomText, Orca, alternative input devices, and NVDA. Examples of its accessible design include semantically-marked up form field labels, visible and semantically-marked up button labels, and keyboard accessible content.

AWS ElasticWolf Client Console integrates with the AWS CLI and can manage AWS resources in all AWS Regions. It provides access to many foundational and widely-used AWS services, including AWS CloudFormation, AWS Identity and Access Management (IAM), Amazon Elastic Compute Cloud (Amazon EC2), Amazon EMR, Amazon Relational Database Service (Amazon RDS), Amazon Route 53, Amazon Simple Queue Service (Amazon SQS), and Amazon Simple Storage Service (Amazon S3).

An ACR was performed for AWS ElasticWolf Client Console by completing VPAT Version 2.3 in March 2020. The ACR, performed for both Windows and Linux versions, provides assessments against Section 508 requirements and WCAG 2.0 Level A and AA requirements. The ACR is available through AWS Artifact.

## 10.3. Alignments/Frameworks

Compliance alignments and frameworks include published security or compliance requirements for a specific purpose, such as a specific industry or function. AWS provides functionality (such as security features) and enablers (including compliance playbooks, mapping documents, and whitepapers) for these types of programs.

Requirements under specific alignments and frameworks may not be subject to certification or attestation; however, some alignments and frameworks are covered by other compliance programs. The following subsections provide details on the alignments and frameworks that AWS Partners ask about most frequently.

### 10.3.1. Criminal Justice Information Services

Criminal Justice Information (CJI) refers to the data necessary for law enforcement agencies to perform their mission and enforce the laws, such as biometric, identity history, person, organization, property, and case/incident history data. CJI also refers to data necessary for civil agencies to perform their mission, including data used to make hiring decisions.

The Criminal Justice Information Services (CJIS) Security Policy reflects the shared responsibility between Federal Bureau of Investigation (FBI) CJIS, CJIS Systems Agency, and the State Identification Bureaus (SIB) of the lawful use and appropriate protection of CJI. The CJIS Security Policy provides a baseline of security requirements for current and planned services and establishes a minimum standard for new initiatives.

#### 10.3.1.1. AWS and CJIS

By using solutions built on AWS, agencies can manage and secure their applications, data, and other CJIS resources in the AWS GovCloud (US). AWS GovCloud (US) Regions consist of US data centers hosting services authorized to FedRAMP High, managed by US citizens, and offering the FIPS validated endpoints necessary to build CJIS-compliant solutions.

Technological advancements have removed the need to engage in the traditional method of relying on physical security and background checks as a way to qualify an individual's "access" to unencrypted CJI. While the traditional approach can help achieve minimum compliance under the CJIS Security Policy, it doesn't compare to the security that can be achieved using strong encryption practices and the deployment of "least privilege" principles to restrict CJI access to those with a need-to-know, right-to-know, and explicit authorization.

#### 10.3.1.2. CJIS for AWS Partners

Properly securing CJI and maintaining compliance with the CJIS Security Policy requires a number of security controls aimed at ensuring only authorized individuals have access to the CJI.

One critical control is the use of **independently tested and validated encryption** to protect sensitive information both in-transit and at-rest, regardless of physical location. AWS empowers customers and partners to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. AWS GovCloud (US) also offers AWS Key Management Service (AWS KMS) using FIPS 140-2 validated hardware security modules, allowing customers to create, own, and manage their own customer master keys for all encryption. These customer master keys never leave the AWS KMS FIPS validated hardware security modules unencrypted and are never known to AWS personnel.

Another critical control involves limiting access to individuals who hold or manage encryption keys, allowing agencies to define and limit the universe of users with logical access to CJI. The principal of least privilege is one of the most fundamental underpinnings of the CJIS Security Policy based on a “need-to-know, right-to-know” standard. AWS GovCloud (US) customers can enforce least privilege by securely encrypting their CJI and limiting all access to the CJI to only those with access to the encryption keys. By using AWS GovCloud (US), customers are provided AWS Cloud services, tools, and security assurance to enable them to retain complete control and ownership over their own criminal justice data.

See our webpage, Using AWS for Criminal Justice Information Solutions, for additional information.

### 10.3.2. Cloud Security Alliance

Cloud Security Alliance (CSA) is a not-for-profit organization that aims to promote security assurance within cloud computing using reliable and recommended processes and practices, and to educate on the uses of cloud computing to help secure all other forms of computing.

#### 10.3.2.1. AWS and CSA

AWS participates in the voluntary CSA Security, Trust & Assurance Registry (STAR) Self-Assessment to document our compliance with CSA-published best practices. We publish our completed CSA Consensus Assessments Initiative Questionnaire (CAIQ) on the AWS website.

#### 10.3.2.2. CSA for AWS Partners

The CSA CAIQ provides a set of questions that the CSA anticipates a cloud consumer and/or cloud auditor would ask of a CSP like AWS. It provides a series of security, control, and process questions that can then be used for a wide range of uses, including cloud provider security evaluation.

### 10.3.3. Federal Information Security Management Act

AWS enables US government agencies to achieve and sustain compliance with the Federal Information Security Management Act (FISMA). AWS’s infrastructure has been evaluated by independent assessors for a variety of government systems as part of their system owners’ approval process. Numerous Federal Civilian and DoD organizations have successfully achieved security authorizations for systems hosted on AWS in accordance with the Risk Management Framework (RMF) process defined in NIST 800-37 and DoD Information

Assurance Certification and Accreditation Process (DIACAP). AWS's secure infrastructure has helped federal agencies expand cloud computing use cases and deploy sensitive government data and applications in the cloud while complying with the rigorous security requirements of federal standards.

### 10.3.4. National Institute of Standards and Technology 800-53

National Institute of Standards and Technology (NIST) 800-53 security controls are generally applicable to US Federal Information Systems. Federal Information Systems typically must go through a formal assessment and authorization process to ensure sufficient protection of confidentiality, integrity, and availability of information and information systems.

The NIST Cybersecurity Framework (CSF) is supported by governments and industries worldwide as a recommended baseline for use by any organization, regardless of its sector or size. Since Fiscal Year 2016, federal agency FISMA metrics have been organized around the CSF, and agencies are now required to implement the CSF under the Cybersecurity Executive Order.

#### 10.3.4.1. AWS and NIST 800-53

AWS Cloud infrastructure and services have been validated by third-party testing performed against the NIST 800-53 Revision 4 controls and additional FedRAMP requirements. AWS has received FedRAMP ATOs from multiple authorizing agencies for both AWS GovCloud (US) and the AWS US East/West Regions. For more information, see the AWS FedRAMP compliance webpage, or the following FedRAMP Marketplace webpages:

- AWS East/West Region complete list of authorizing agencies
- AWS GovCloud (US) complete list of authorizing agencies
- AWS GovCloud JAB P-ATO at the high baseline

#### 10.3.4.2. NIST 800-53 for AWS Partners

Under NDA, AWS provides an AWS FedRAMP SSP template based upon NIST 800-53 Rev. 4, which is prepopulated with the applicable NIST 800-5 Rev. 4 Low/Moderate/High control baseline. Control responsibility is as follows:

- **Shared Responsibility:** The customer will provide security and configurations of their software components, and AWS will provide security for its infrastructure.
- **Customer-Only Responsibility:** The customer is fully responsible for guest operating systems, deployed applications, and select networking resources (for example, firewalls). More specifically, the customer is solely responsible for configuring and managing security *in* the cloud.
- **AWS-Only Responsibility:** AWS manages the cloud infrastructure, including the network, data storage, system resources, data centers, physical security, reliability, and supporting hardware and software. Applications built on top of the AWS system inherit the features and configurable options that AWS provides. AWS is solely responsible for configuring and managing security *of* the cloud.

For security authorization purposes, compliance with the FedRAMP requirements (based on NIST 800-53 rev 4 Low/Moderate/High control baseline) is contingent upon AWS fully implementing AWS-only and shared controls and the customer or AWS Partner implementing customer-only and shared controls. A FedRAMP-accredited 3PAO has assessed and authorized AWS implementation of our control responsibility. The portion of shared controls that the customer or AWS Partner is responsible for and the controls related to applications they

implement on top of the AWS infrastructure must be separately assessed and authorized by them in agreement with NIST 800-37 and their specific security authorization policies and procedures.

AWS FedRAMP-compliant systems have been granted authorizations, have addressed the FedRAMP security controls (NIST 800-53), use the required FedRAMP templates for the security packages posted in the secure FedRAMP Repository, have been assessed by an accredited independent 3PAO, and maintain the continuous monitoring requirements of FedRAMP.

Customers and AWS Partners can use our NIST CSF whitepaper to assess their AWS environment against the NIST CSF and improve the security measures they implement and operate. The whitepaper also provides a third-party auditor letter attesting to the AWS Cloud services' conformance to NIST CSF risk management practices.

### 10.3.5. Uptime Institute Tiers

The Uptime Institute created the standard Tier Classification System to evaluate various data center facilities in terms of potential site infrastructure performance, or uptime. Uptime Institute has not authorized other organizations to certify data centers under its Tier Classification System. Uptime Institute does not design, build, or operate data centers.

#### 10.3.5.1. AWS and Uptime Institute Tiers

AWS operates our data centers in alignment with the Tier III+ guidelines, but we have chosen not to have a certified Uptime Institute-based tiering level so that we have more flexibility to expand and improve performance. AWS's approach to infrastructure performance acknowledges Uptime Institute's tiering guidelines and applies them to our global data center infrastructure design to ensure the highest level of performance and availability for our customers. AWS then improves on the guidelines provided by the Uptime Institute to scale for global operations and produce an operating outcome for availability and performance that far exceeds that which would be achieved through the Uptime Institute tiering guidelines alone. Although we do not claim alignment with Tier IV, we can ensure that our systems have a fault tolerant sequence of operations with self-correcting mitigations in place.

AWS has identified critical system components required to maintain the availability of the system and recover service in the event of outage. Critical system components are backed up across multiple, isolated locations known as Availability Zones. Each Availability Zone runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable. Availability Zones are connected to each other with fast, private fiber-optic networking, enabling customers and AWS Partners to easily architect applications that automatically fail-over between Availability Zones without interruption.

#### 10.3.5.2. Uptime Institute Tiers for AWS Partners

AWS customers can build highly resilient systems in the cloud by employing multiple instances in multiple Availability Zones plus data replication to achieve extremely high recovery time and recovery point objectives, as well as service availability of 99.999% and more. Service availability is therefore a function of the design; customers who care about the availability and performance of their applications want to deploy these applications across multiple Availability Zones in the same region for fault tolerance and low latency. Some AWS Cloud services, such as Amazon S3, are built to leverage all Availability Zones within the region and have a durability objective of 99.999999999%.

# 11. Managing AWS Resources

You can find more information in RFx Aid – Managing your AWS Resources.

With the AWS Cloud, customers can easily provision, manage, and monitor all of their IT resources in one location with the tool that best fits their unique needs. This helps them know what is going on in their cloud environment, such as instance health, logs of user actions, and ways to save money. AWS Cloud services are driven by robust APIs that allow for a wide variety of monitoring, management and developer tools to integrate easily with AWS Cloud resources. AWS supports common tools from vendors such as Microsoft, VMware, BMC Software, Okta, RightScale, Eucalyptus, CA, Xceedium, Symantec, Racemi, and Dell. Below are some AWS-native management options, which can be used alongside familiar management tools available on AWS Marketplace.

## 11.1. AWS Management Console

The AWS Management Console is a single destination for managing all AWS resources. Customers can use the AWS Management Console to perform any number of tasks (e.g., deploying new applications, monitoring the health of applications, accessing monthly spending by service, and managing security credentials). The AWS Management Console supports all AWS Regions and lets customers provision resources across multiple Regions.

## 11.2. Command Line Interface (CLI)

The AWS CLI is a unified tool used to manage AWS Cloud services. With just one tool to download and configure, customers can control multiple AWS resources from the command line and automate them through scripts. The AWS CLI introduces a new set of simple file commands for efficient file transfers to and from Amazon S3.

## 11.3. Management Tools

AWS provides management tools that allows customers to programmatically provision, monitor, and automate all the components of their cloud environment. Using these tools, they can maintain consistent controls without restricting development velocity. These services all work together and are integrated with every part of the AWS platform, allowing customers to have greater insight into their cloud environment as well as maintain logs necessary for audits. Our management tools include the following:

- AWS Auto Scaling: Easily and safely scale multiple AWS resources.
- Amazon CloudWatch: Collect and track metrics, collect and monitor log files, set alarms, and automatically react to changes in AWS resources.
- AWS CloudFormation: Model and provision—in an automated and secure manner—all the resources needed for applications across all regions and accounts.
- AWS CloudTrail: Automatically log, continuously monitor, and retain account activity related to actions across AWS infrastructure.
- AWS Config: Inventory all configurations across AWS resources.
- AWS Control Tower: Configure AWS management and security services based on established best practices in a secure, compliant, multi-account environment.
- AWS License Manager: Manage licenses in AWS and on-premises servers from software vendors such as Microsoft, SAP, Oracle, and IBM.
- AWS OpsWorks: Host and scale Chef Automate and Puppet Enterprise servers.

- AWS Personal Health Dashboard: View the performance and availability of the AWS Cloud services underlying AWS resources.
- AWS Systems Manager: Centralize operational data from multiple AWS Cloud services and automate tasks across AWS resources.
- AWS Service Catalog: Create, manage, and distribute catalogs of approved products to end users, who can then access the products they need in a personalized portal.
- AWS Trusted Advisor: Provision resources by following best practices.
- AWS Well-Architected Tool: Review the state of workloads and compare them to the latest AWS architectural best practices.

AWS also offers several tools for cost management:

- AWS Budgets: Set custom budgets that send alert when costs or usage exceed (or are forecasted to exceed) a budgeted amount.
- AWS Cost and Usage Report: Customize a report that lists AWS usage for each service category used by an account and its IAM users in hourly or daily line items, as well as any activated tags for cost allocation purposes .
- AWS Cost Explorer: Visualize, understand, and manage AWS costs and usage over time.

## 12. Back-up and Disaster Recovery (DR)

You can find more information in RFx Aid – Disaster Recovery and Resiliency.

Customers of all sizes are using AWS to enable faster disaster recovery (DR) of their critical IT systems without incurring the infrastructure expense of a second physical site. AWS takes care of the undifferentiated heavy lifting required to create, implement, and manage scalable backup and recovery solutions.

There are many advantages to using AWS as part of a data protection strategy:

- **Durability:** Amazon S3, Amazon S3 Glacier, and S3 Glacier Deep Archive are designed for 99.999999999 percent of durability. Both platforms offer reliable backup of data, with object replication across at least three geographically dispersed Availability Zones. Many AWS services use Amazon S3 for storage and export/import operations. For example, Amazon Elastic Block Store (Amazon EBS) uses Amazon S3 for snapshot storage.
- **Security:** AWS provides a number of options for access control and data encryption while in-transit and at-rest.
- **Global infrastructure:** AWS services are available around the globe, so customers can back up and store data in the Region that meets their compliance and workload.
- **Compliance:** AWS regularly achieves third-party validation for thousands of global compliance requirements that we continually monitor, so customers can easily fit the backup solution into their existing compliance regimen. Customers can access and download compliance reports through AWS Artifact.
- **Scalability:** With AWS, customers don't have to worry about capacity. As their needs change, they can scale their consumption up or down without administrative overhead.

AWS Elastic Disaster Recovery (AWS DRS) continuously replicates customers' machines (including operating system, system state configuration, databases, applications, and files) into a low-cost staging area in their target AWS account and preferred Region. In the case of a disaster, the customer can instruct CloudEndure Disaster Recovery to automatically launch thousands of their machines in their fully provisioned state in minutes.

Using these capabilities on our global infrastructure, customers can build a DR solution to fit their budget, recovery time objective (RTO), and recovery point objective (RPO) (depicted in Figure 10). An organization typically decides on an acceptable RTO and RPO based on the financial impact when systems are unavailable. The organization then plans solutions to provide cost-effective system recovery based on the RPO within the timeline and the service level established by the RTO.

**Figure 10: RPO and RTO.** *RPO relates to data loss in the event of a disaster; RTO relates to the amount of time systems are down.*

Figure 11 shows a spectrum of scenarios—backup and restore, pilot light, warm standby, and multi-site—arranged by how quickly a system can be available to users after a DR event. Typically, the shorter the recovery, the higher the cost of the solution. Each DR option is discussed in more detail below.

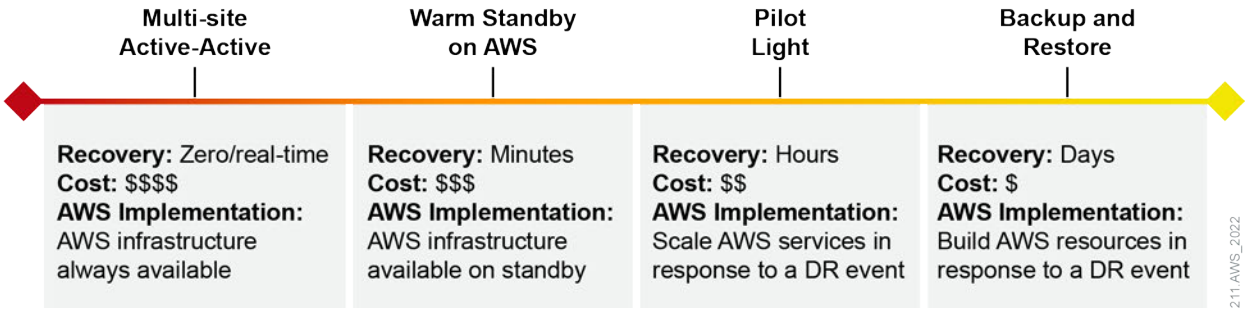



**Figure 11: Spectrum of DR Options.** *Customers can choose a preferred DR option based on preferences for cost and the time it takes to recover systems.*

## 12.1. Backup and Restore

In most traditional environments, data is backed up to tape and sent offsite regularly. Recovery time is the longest using this method, and lack of automation leads to increased costs. Amazon S3 is ideal for backup data, as it is designed to provide 99.999999999% durability of objects over a given year. Amazon S3 offers a range of storage classes—including options for one-zone infrequent access and archive—to help save on costs. Transferring data to and from Amazon S3 is typically done via the network, and it is therefore accessible from any location. For a hybrid architecture, customers can use AWS Storage Gateway to automatically back up on-premises data to Amazon S3. To centralize and automate their backup, AWS Backup allows customers to configure backup policies and monitor backup activity.

## 12.2. Pilot Light for Simple Recovery into AWS Warm Standby Solution

In a gas heater, a small idle flame – called a pilot light – is always burning, and can quickly ignite the entire furnace to heat up a house as needed. This is analogous to the "pilot light" backup and restore approach. In this DR approach, customers replicate part of their IT structure for a limited set of core services in AWS. In the event of a disaster, the AWS cloud environment takes over. A small part of their infrastructure is always running, simultaneously syncing mutable data (such as databases or documents) while other parts of their infrastructure are switched off and used only during testing. Unlike a backup and recovery approach, the most critical core elements are already configured and running in AWS. When the time comes for recovery, the customer can rapidly provision a full-scale production environment around the critical core. The pilot light approach typically uses a compute service like Amazon EC2 or a database service like Amazon RDS.

## 12.3. Warm Standby Solution in AWS

The term "warm standby" is used to describe a DR scenario in which a scaled-down version of a fully functional environment is always running in the cloud. This decreases recovery time because some services are always running. By identifying business-critical systems, the customer can fully duplicate these systems on AWS and have them always on. These servers can run on a minimum-sized fleet of Amazon EC2 instances on the smallest sizes possible. This solution is not scaled to handle a full-production load, but it is fully functional. It can be used for non-production work, such as testing, quality assurance, and internal use. In a disaster, customers can scale out the system quickly to handle the production load by adding more instances. They can automate this process using Amazon EC2 Auto Scaling and Elastic Load Balancing.

## 12.4. Multi-Site Solution Deployed on AWS and Onsite

A multi-site solution runs in AWS and on the customer's existing on-premises infrastructure in an active-active configuration. During a disaster situation, the customer sends all traffic to AWS servers, which can scale to handle the full production load. For this approach, customers can use a DNS service that supports weighted routing, such as Amazon Route 53, to route production traffic to different sites that deliver the same application or service. A proportion of traffic will go to the customer's infrastructure in AWS, and the remainder will go to their onsite infrastructure. In an onsite disaster situation, the customer can adjust the DNS weighting and send all traffic to the AWS servers. The capacity of the AWS Cloud service can be rapidly increased to handle the full production load. Customers can automate this process using Amazon EC2 Auto Scaling and Elastic Load Balancing.

# 13. Security Questionnaires

Under the Shared Responsibility Model, AWS is responsible for security *of* the cloud: protecting the infrastructure that runs all of the services offered in the AWS Cloud. All other security *in* the cloud is dependent on the customer or AWS partner's management of their account(s) and their solution. AWS personnel cannot fill out Security Questionnaires on behalf of our AWS Partners. In addition, AWS Partners maintain full control of their content and responsibility for configuring access to AWS services and resources. We provide an advanced set of access, encryption, and logging features to help AWS Partners do this effectively (for example, AWS Identity and Access Management, AWS Organizations and AWS CloudTrail). AWS Partners and customers

can choose how their content is secured. In the event that they need assistance to complete a questionnaire to document AWS security and compliance positions, we have the following resources to assist with understanding security on AWS. If AWS Partners have additional questions about a specific requirement, they can reach out to their AWS Account team for further information.

- Compliance FAQs:This page answers frequently-asked questions about compliance.
- AWS Artifact: AWS Artifact is a central resource for compliance-related information. It provides on-demand access to AWS's security and compliance reports and select online agreements. The AWS SOC 2 report is particularly helpful for completing questionnaires because it provides a comprehensive description of the implementation and operating effectiveness of AWS security controls. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.
- CSA Consensus Assessments Initiative Questionnaire: The CSA Consensus Assessments Initiative Questionnaire provides a set of questions the CSA anticipates a cloud consumer and/or auditor would ask of a cloud provider. It provides a series of security, control, and process questions which can then be used for a wide range of uses, including cloud provider selection and security evaluation. This document contains the AWS answers to the CSA questionnaire.
- AWS Risk and Compliance Whitepaper: This document addresses AWS-specific information around general cloud computing compliance questions. There are detailed descriptions of all AWS certifications, programs, reports, and third-party attestations.
- AWS Data Center Controls Web Page: Many questionnaires have an entire section with questions related to data center physical security. This web page provides insight into some of our physical and environmental controls.
- Data Privacy: This page details our data privacy and data security policies, practices, and technologies we've put in place.
- AWS Security and Compliance Quick Reference Guide: This guide provides an overview of our assurance programs and how to secure content on the AWS Cloud.
- AWS Compliance Center: This page offers a central location to research cloud-related regulatory requirements and how they impact various industries.

# 14. AWS Public Sector Access Policy—Instructions

If this opportunity requires the resale of AWS offerings, AWS Partners must include the AWS Public Sector Access Policy ("Access Policy") in their response and incorporate the Access Policy in any agreement regarding such resale, per their Reseller Agreement, as amended. The Access Policy sets out rules, conditions, and restrictions regarding use of the AWS cloud services. This AWS Public Sector Access Policy can be accessed here.

# Appendix A. Industry Analyst Reports on AWS Market Position

[Note: "Do not edit content in this section, or use in a public document other than a direct RFx response. Include all citations and disclaimers outlined below."]

You can find more information in RFx Aid – Analyst Reports.

AWS offers reports from trusted third-party analysts to help organizations understand the benefits and value of the AWS Cloud. The AWS in Analyst Research page provides reports and analysis from firms such as Gartner, IDC, and Forrester covering a variety of product categories and geographies.

Gartner, Inc., a leading information technology research company, recently released its 2022 Magic Quadrant for Cloud Infrastructure and Platform Services[2] [3] report. In Gartner's evaluation covering both cloud infrastructure and platform services (IaaS & PaaS, or "CIPS"), AWS is evaluated as a Leader placed highest in both axes of measurement: Ability to Execute and Completeness of Vision (see Figure 12). This is the twelfth consecutive year that Gartner has recognized AWS as a Leader in the Magic Quadrant, making AWS the longest-running CIPS Magic Quadrant Leader.

[2] Gartner, Magic Quadrant for Cloud Infrastructure & Platform Services, Raj Bala, Dennis Smith, Kevin Ji, David Wright, Miguel Angel Borrega, 19 October 2022. Gartner and Magic Quadrant are registered trademarks of Gartner, Inc. and/or its affiliates in the U.S. and internationally and is used herein with permission. All rights reserved. Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings. Gartner research publications consist of the opinions of Gartner's research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

[3] All statements in this report attributable to Gartner represent AWS's interpretation of data, research opinion or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and have not been reviewed by Gartner. Each Gartner publication speaks as of its original publication date (and not as of the date of this proposal). The opinions expressed in Gartner publications are not representations of fact and are subject to change without notice.

**Figure 12: 2022 Gartner Magic Quadrant for Cloud Infrastructure and Platform Services**

More analyst reports can be found at [AWS in Analyst Research.]

# Appendix B. AWS Resources

## B.1. AWS Overview

- What is Cloud Computing: https://aws.amazon.com/what-is-cloud-computing/
- Types of Cloud Computing: https://aws.amazon.com/types-of-cloud-computing/
- About AWS: https://aws.amazon.com/about-aws/
- AWS Global Infrastructure: https://aws.amazon.com/about-aws/global-infrastructure/

## B.2. AWS Solutions

- Websites and Web Hosting: https://aws.amazon.com/websites/
- Backup and Restore: https://aws.amazon.com/backup-restore/
- Data Archive: https://aws.amazon.com/archive/
- Disaster Recovery: https://aws.amazon.com/disaster-recovery/
- Big Data: https://aws.amazon.com/big-data/
- High Performance Computing: https://aws.amazon.com/hpc/
- Internet of Things: https://aws.amazon.com/iot/
- Financial Services: https://aws.amazon.com/financial-services/
- Healthcare and Life Sciences: https://aws.amazon.com/health/
- Genomics: https://aws.amazon.com/health/genomics/
- Business Applications: https://aws.amazon.com/business-applications/
- DevOps: https://aws.amazon.com/devops/

## B.3. AWS Products and Services

- List of all AWS cloud services: https://aws.amazon.com/products/
- AWS Marketplace: https://aws.amazon.com/marketplace/
- AWS service documentation : http://aws.amazon.com/documentation/

## B.4. AWS in the Public Sector

- AWS Public Sector Homepage: https://aws.amazon.com/government-education/
- U.S. Federal Government: https://aws.amazon.com/federal/
- State and Local Government: https://aws.amazon.com/stateandlocal/
- Defense and Aerospace: https://aws.amazon.com/government-education/defense/
- Education: https://aws.amazon.com/education/
- Nonprofit Organizations: https://aws.amazon.com/government-education/nonprofits/
- AWS GovCloud (US) Region: http://aws.amazon.com/govcloud-us/
- AWS Government Partners: https://aws.amazon.com/partners/government/
- AWS Public Sector Blog: https://aws.amazon.com/blogs/publicsector/

## B.5. AWS Partner Community

- AWS Partner Network: https://aws.amazon.com/partners/
- AWS Partner Directory: http://www.aws-partner-directory.com/

- AWS Partner Programs: https://aws.amazon.com/partners/programs/

## B.6. AWS Professional Services

- AWS Professional Services: https://aws.amazon.com/professional-services/
- AWS Cloud Adoption Framework: https://aws.amazon.com/professional-services/CAF/

## B.7. AWS Pricing

- AWS Pricing Overview: http://aws.amazon.com/pricing/
- AWS Economics Center: https://aws.amazon.com/economics/
- Cloud Financial Management: https://aws.amazon.com/aws-cost-management/
- AWS TCO Calculator: http://aws.amazon.com/tco-calculator/

## B.8. AWS Billing

- AWS Billing and Cost Management: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/billing-what-is.html
- Consolidated Billing: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/consolidated-billing.html
- Cost Explorer: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/cost-explorer-what-is.html
- AWS Budgets and Forecasts: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/budgets-managing-costs.html

## B.9. AWS Security and Compliance

- AWS Security Center: http://aws.amazon.com/security/
- AWS Shared Responsibility Model: http://aws.amazon.com/security/sharing-the-security-responsibility/
- AWS Compliance: http://aws.amazon.com/compliance/
- AWS Data Privacy: http://aws.amazon.com/compliance/data-privacy-faq/
- Access Control: http://aws.amazon.com/iam/
- AWS Security Blog: https://blogs.aws.amazon.com/security/

## B.10. AWS Support

- AWS Support Tiers : https://aws.amazon.com/premiumsupport/
- Support Knowledge Center: https://aws.amazon.com/premiumsupport/knowledge-center/
- AWS Trusted Advisor: https://aws.amazon.com/premiumsupport/trustedadvisor/

## B.11. AWS Training and Best Practices

- AWS Training and Certification: http://aws.amazon.com/training/
- AWS Architecture Center: http://aws.amazon.com/architecture/
- AWS Quick Starts: https://aws.amazon.com/quickstart/

## B.12. Industry Analysis

- Analyst Reports: http://aws.amazon.com/resources/analyst-reports/
- Gartner Magic Quadrant for Cloud Infrastructure and Platform Services (October 2022): https://www.gartner.com/doc/reprints?id=1-2AOZQAQL&ct=220728&st=sb
- IDC Report: Quantifying the Business Value of Amazon Web Services: http://d0.awsstatic.com/analyst-reports/IDC_Business_Value_of_AWS_May_2015.pdf

## B.13. AWS Case Studies

- AWS Case Studies: https://aws.amazon.com/solutions/case-studies/

## B.14. Procurement

- AWS Public Sector Contract Center: http://aws.amazon.com/contract-center/
- 10 Considerations for a Cloud Procurement Whitepaper: http://d0.awsstatic.com/whitepapers/10-considerations-for-a-cloud-procurement.pdf
- How to Buy Cloud Computing Services for your Agency (Webinar): https://aws.amazon.com/webinars/buying-cloud-computing-services/

## B.15. Legal

- AWS Customer Agreement: http://aws.amazon.com/agreement/
- AWS Service Terms: https://aws.amazon.com/service-terms/
- AWS Acceptable Use Policy: http://aws.amazon.com/aup/
- AWS Trademark Guidelines: http://aws.amazon.com/trademark-guidelines/
- AWS Site Terms: http://aws.amazon.com/terms/
- AWS Privacy Notice: https://aws.amazon.com/privacy/
- AWS Tax Help: http://aws.amazon.com/tax-help/

## B.16. Additional Resources

- AWS Blog: https://aws.amazon.com/blogs/aws/
- AWS Discussion Forums: https://forums.aws.amazon.com/index.jspa
- What's New from AWS: http://aws.amazon.com/new/
- AWS YouTube Channel: https://www.youtube.com/user/AmazonWebServices
- AWS Twitter Feed: https://twitter.com/awscloud
- AWS on SlideShare: http://www.slideshare.net/AmazonWebServices
- Events and Webinars: https://aws.amazon.com/about-aws/events/
- An E-Book of Cloud Best Practices: https://medium.com/aws-enterprise-collection/an-e-book-of-cloud-best-practices-for-your-enterprise-4a211840c55b#.corzpjf3m

## B.17. AWS Whitepapers

- AWS Whitepapers and Guides: http://aws.amazon.com/whitepapers/
- Overview of AWS Whitepaper: http://d0.awsstatic.com/whitepapers/aws-overview.pdf
- Security Resources and Whitepapers: http://aws.amazon.com/security/security-resources/
- AWS Compliance whitepapers: http://aws.amazon.com/compliance/aws-whitepapers/

- Best Practices for Security, Identity, & Compliance: https://aws.amazon.com/architecture/security-identity-compliance
- AWS Risk and Compliance Whitepaper: https://d0.awsstatic.com/whitepapers/compliance/AWS_Risk_and_Compliance_Whitepaper.pdf

# Appendix C. Common AWS Certifications

## C.1. Federal Risk and Authorization Management Program (FedRAMP)

Federal Risk and Authorization Management Program (FedRAMP) is a US government-wide program that delivers a standard approach to the security assessment, authorization, and continuous monitoring for cloud products and services. The governing bodies of FedRAMP include the Office of Management and Budget (OMB), US General Services Administration (GSA), US Department of Homeland Security (DHS), US Department of Defense (DoD), National Institutes of Standards & Technology (NIST), and the Federal Chief Information Officers (CIO) Council.

Cloud services providers (CSPs) like AWS who want to offer their products and services to the US government must demonstrate FedRAMP compliance. FedRAMP uses the NIST Special Publication 800 series and requires CSPs to receive an independent security assessment conducted by a third-party assessment organization (3PAO) to ensure that authorizations are compliant with the Federal Information Security Management Act (FISMA).

There are two paths for CSPs to be FedRAMP compliant:

- **Joint Authorization Board (JAB) Authorization** – To receive FedRAMP JAB Provisional Authority to Operate (P-ATO), a CSP is reviewed by the FedRAMP Program Management Office (PMO), is assessed by a FedRAMP-accredited 3PAO, and receives a P-ATO from the JAB. The JAB is made up of the CIOs from DoD, DHS, and GSA.
- **Agency Authorization** – To receive FedRAMP Agency Authority to Operate (ATO), a CSP is reviewed by a customer Agency CIO or Delegated Authorizing Official(s) to achieve a FedRAMP-compliant ATO that is verified by the FedRAMP PMO.

**AWS and FedRAMP**

AWS offers the following FedRAMP compliant systems that have been granted authorizations:

- **AWS GovCloud (US)**, which has been granted a JAB P-ATO and multiple ATOs for high impact level. The services in scope of the AWS GovCloud (US) JAB P-ATO boundary at high baseline security categorization can be found within the AWS Services in Scope by Compliance Program.
- **AWS US East-West**, which has been granted a JAB P-ATO and multiple ATOs for moderate impact level. The services in scope of the AWS US East-West JAB P-ATO boundary at moderate baseline security categorization can be found within the AWS Services in Scope by Compliance Program.

**FedRAMP for AWS Partners**

AWS Partners and prospective customers can request access to the AWS APN Partner FedRAMP Security Package using AWS Artifact. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

## C.2. Federal Information Processing Standard (FIPS)

The Federal Information Processing Standard (FIPS Publication 140-2) is a US government standard that specifies the security requirements for cryptographic modules that protect sensitive information.



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### AWS and FIPS

AWS works with customers to provide the information they need to manage compliance when using the AWS US East-West or AWS GovCloud (US) Regions. For more information about the standard, see Cryptographic Module Validation Program on the NIST Computer Security Resource Center website.

### FIPS for AWS Partners

The Amazon VPC VPN endpoints in the AWS GovCloud (US) Regions operate using FIPS 140-2 validated cryptographic modules. If you require use of FIPS 140-2 validated cryptographic modules when accessing AWS US East/West or AWS GovCloud (US) through use of the CLI or programmatically by using the APIs, the list of available FIPS endpoints by AWS Region can be found on our FIPS Publication 140-2 page.

## C.3. International Organization for Standardization (ISO) 9001:2015

The International Organization for Standardization (ISO 9001:2015) outlines a process-oriented approach to documenting and reviewing the structure, responsibilities, and procedures required to achieve effective quality management within an organization. The key to the ongoing certification under this standard is establishing, maintaining, and improving the organizational structure, responsibilities, procedures, processes, and resources in a manner in which AWS products and services consistently satisfy ISO 9001:2015 quality requirements.

### AWS and ISO 9001:2015

AWS has undergone a systematic, independent examination of our quality system to determine whether the activities and activity outputs comply with ISO 9001:2015 requirements. A certifying agent found our quality management system to comply with the requirements of ISO 9001:2015 for the activities described in the scope of registration. You can download AWS's ISO 9001:2015 certification from our website.

### ISO 9001:2015 for AWS Partners

The certification covers the quality management system over a specified scope of AWS Cloud services and Regions of operations. If you are pursuing ISO 9001:2015 certification while operating all or part of your IT systems on the AWS Cloud, you are not automatically certified by association. However, using an ISO 9001:2015 certified provider like AWS can make your certification process easier.

## C.4. ISO/International Electrotechnical Commission 27001:2013

ISO/International Electrotechnical Commission (IEC) 27001:2013 is a security management standard that specifies security management best practices and comprehensive security controls following the ISO/IEC 27002 best practice guidance. The basis of this certification is the development and implementation of a rigorous security program, which includes the development and implementation of an Information Security Management System (ISMS) which defines how AWS perpetually manages security in a holistic, comprehensive manner. This widely-recognized international security standard specifies that AWS do the following:

- Systematically evaluate our information security risks, taking into account the impact of threats and vulnerabilities.



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- Design and implement a comprehensive suite of information security controls and other forms of risk management to address customer and architecture security risks.
- Have an overarching management process to ensure that the information security controls meet our needs on an ongoing basis.

**AWS and ISO/IEC 27001:2013**

AWS has certification for compliance with ISO/IEC 27001:2013, 27017:2015, and 27018:2014. These certifications are performed by independent third-party auditors. AWS's ISO/IEC 27001:2013 certification can be downloaded from our website.

**ISO/IEC 27001:2013 for AWS Partners**

The ISO/IEC 27001:2013 certification for AWS covers the AWS security management process over a specified scope of services and data centers. If you are pursuing ISO/IEC certifications while operating part or all of your IT on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27001:2013 certified provider like AWS can make your certification process easier.

## C.5. ISO/IEC 27017:2015

ISO/IEC 27017:2015 provides guidance on the information security aspects of cloud computing, recommending the implementation of cloud-specific information security controls that supplement the guidance of the ISO/IEC 27002 and ISO/IEC 27001 standards. This code of practice provides additional information security controls implementation guidance specific to CSPs like AWS.

**AWS and ISO/IEC 27017:2015**

AWS's attestation to the ISO/IEC 27017:2015 guidance not only demonstrates our ongoing commitment to align with globally-recognized best practices, but also verifies that AWS has a system of highly precise controls in place that are specific to cloud services. AWS's ISO/IEC 27017:2015 certification can be downloaded from our website.

**ISO/IEC 27017:2015 for AWS Partners**

AWS's ISO/IEC 27017:2015 certification covers the security management process and cloud provider specific controls. If you are pursuing ISO/IEC certifications while operating part or all of your IT environment on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27017:2015 certified provider like AWS can make your certification process easier. The AWS ISO/IEC 27017:2015 assessment provides evidence that our security controls are aligned with the 27017:2015 guidance specific to CSPs.

## C.6. ISO/IEC 27018:2019

ISO/IEC 27018:2019 is a code of practice that focuses on protection of personal data in the cloud. It is based on ISO/IEC information security standard 27002 and provides implementation guidance on ISO/IEC 27002 controls applicable to public cloud personally identifiable information (PII). It also provides a set of additional controls and associated guidance intended to address public cloud PII protection requirements not addressed by the existing ISO/IEC 27002 control set.

**AWS and ISO/IEC 27018:2019**



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AWS maintains the high bar of data protection and privacy controls outlined in ISO/IEC 27018:2014 for all customer content, regardless of whether or not any particular data is PII. AWS's ISO/IEC 27018:2019 certification can be downloaded from our website.

**ISO/IEC 27018:2019 for AWS Partners**

Alignment demonstrates to customers that AWS has a system of controls in place that specifically address the privacy protection of their content. AWS's alignment with and independent third-party assessment of this internationally recognized code of practice demonstrates AWS's commitment to the privacy and protection of customers' content.

## C.7. Payment Card Industry Data Security Standard (PCI DSS)

The Payment Card Industry Data Security Standard (PCI DSS Level 1) is a proprietary information security standard administered by the PCI Security Standards Council, which was founded by American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc.

PCI DSS applies to all entities that store, process, or transmit cardholder data (CHD) or sensitive authentication data (SAD), including merchants, processors, acquirers, issuers, and service providers. PCI DSS is mandated by the card brands and administered by the PCI Security Standards Council.

**AWS and PCI DSS**

AWS is certified as a PCI DSS 3.2 Level 1 Service Provider, the highest level of assessment available. The compliance assessment was conducted by Coalfire Systems Inc., an independent Qualified Security Assessor (QSA). The PCI DSS Attestation of Compliance (AOC) and Responsibility Summary is available to AWS customers by using AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.

**PCI DSS for AWS Partners**

As a customer who uses AWS products and services to store, process, or transmit cardholder data, you can rely on AWS technology infrastructure as you manage your own PCI DSS compliance certification.

AWS does not directly store, transmit, or process any customer CHD. However, you may create your own cardholder data environment (CDE) that can store, transmit, or process cardholder data using AWS products.

Customers must manage their own PCI DSS compliance certification, and additional testing will be required to verify that your environment satisfies all PCS DSS requirements. However, for the portion of the PCI CDE that is deployed in AWS, your QSA can rely on AWS AOC without further testing.

## C.8. System and Organization Control (SOC) Reports

AWS System and Organization Control (SOC Reports) are independent third-party examination reports that demonstrate how AWS achieves key compliance controls and objectives. The purpose of these reports is to help you and your auditors understand the AWS controls established to support operations and compliance. Table 3 describes the four AWS SOC Reports.



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**Table 3: AWS SOC Reports**

| Report | What is the report? | What's the Primary Report Purpose? | Who is the Primary Report Audience? |
|---|---|---|---|
| SOC 1 | A description of the AWS control environment and external audit of AWS defined controls and objectives. | To provide information to customers about AWS's control environment that may be relevant to their internal controls over financial reporting.<br>To provide information to customers and their auditors for their assessment and opinion of the effectiveness of internal controls over financial reporting (ICOFR). | Customer management and their auditors.<br>AWS's SOC 1 report is available through AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA. |
| SOC 2: Security, Availability and Confidentiality | A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria. | To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality. | Users with business need.<br>AWS's SOC 2 report is available through AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA. |
| AWS SOC 2 Privacy Type I Report | A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Privacy Principles and Criteria. | To provide customers with an independent assessment of AWS's systems and the suitability of the design of AWS's privacy controls.<br>The SOC 2 Privacy Trust Principle, developed by the AICPA, establishes criteria for evaluating controls related to how personal information is collected, used, retained, disclosed, and disposed to meet the entity's objectives. | Users with business need to understand the AWS controls relevant to privacy.<br>AWS's SOC 2 report is available through AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA. |
| SOC 3: Security, Availability and Confidentiality | A public facing report demonstrating AWS has met the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria. | To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality without disclosing AWS internal information. | Publicly available on our website. |



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