SHI Response to
Joint Purchasing Agreement Alabama Community College System and Higher Education


February 11, 2022
LETTER OF TRANSMITTAL

February 11, 2022
Joint Purchase Agreement Administrator
135 South Union Street, 3rd Floor
Montgomery, Alabama 36104

Dear Joint Purchase Agreement Administrator:

SHI is pleased to provide the following proposal to Alabama Community College System in response to your request for proposal for Manufactured Technology Equipment with peripherals, Software, Networking, Equipment, Maintenance, and Professional Support Services Bid. The intent of our proposal is to illustrate why we are best qualified to meet the needs of ACCS, providing evidence of our ability to deliver the highest quality solutions at the best possible cost.

Over the past 31 years, SHI has transformed from a $1 million “software-only” regional reseller into a leading global provider of technology services and solutions. We have over 5,000 employees worldwide and we are the largest Minority and Woman Owned Business Enterprise (MWBE) in the U.S. In 2020, SHI reported earnings of $11B. Our Public Sector business represents $3B of that overall number.

We believe our growth stems from several key factors:

- Our commitment to the Public Sector, with over 190 dedicated Public Sector sales representatives based within their State or region.
- Our ability to help our customers streamline and improve the management of their technology procurement, deployment, and recovery.
- Our extensive catalog and the ease with which we can expand our offerings to include new and emerging technology or partners that have a traditional direct to customer sales model.
- Our commitment to putting our customers’ needs first, with a specific focus on cost savings for every eligible contract user and every purchase.

I, Yazmina Hernandez, Sr Proposal Specialist am personally authorized by SHI International to contractually obligate the organization and to personally negotiate the contract on behalf of SHI International. I can be reached via telephone at 201-258-9360.

SHI indicates acceptance of the Conditions Governing the Procurement section in this letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB.

We are confident that we are uniquely positioned to help ACCS continue to focus on meeting their IT needs. Should you have any questions regarding our response, please contact me at sarah_stjohn@shi.com or your SHI District Manager, Marcus May at marcus-may@shi.com or 334-319-7115. Thank you for your consideration, and we look forward to working with ACCS on this project!

Respectfully,

Yazmina Hernandez
Sr Proposal Specialist
6.5 Appendix E - Evaluation Submission Form

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid.

Vendor Contact Information
This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to ipa-notification@accs.edu

Vendor Name: SHI International
Website Address: www.shi.com

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Phone Number(s)</th>
<th>E-Mail Address(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contract Executive(s)</td>
<td>Wilson Garcia</td>
<td>773-93-3241</td>
</tr>
<tr>
<td>Senior Account/Sales Manager(s) (by region if necessary)</td>
<td>Marcus May</td>
<td>334-319-7115</td>
</tr>
<tr>
<td>Account/Sales Manager(s) (by region if necessary)</td>
<td>Marcus May</td>
<td>334-319-7115</td>
</tr>
<tr>
<td>Technical Support</td>
<td>Inside Sales Support</td>
<td>800-715-3197</td>
</tr>
</tbody>
</table>

BID INFORMATION INDEX
Please complete the following form to assist the Evaluation Committee in finding specific information as related to your bid response.

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GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements.

SHI Response:

SHI understands and complies. SHI Terms and Conditions are in the Appendix listed as "Attachment 4".

According to Alabama law, any companies or contractors whose affiliates subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

SHI Response:

SHI understands and complies. SHI ISO 9001 Certification can be found in the Appendix listed as "Attachment 1".

3.2 Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

SHI Response:

SHI understands and complies.

3.3 Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

SHI Response:

SHI understands and complies.

3.4 Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

SHI Response:

SHI understands and complies.
3.5 Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge collate or assemble bid materials.

**SHI Response:**

**SHI understands and complies should we need to amend our bid.**

3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above.

The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

**SHI Response:**

**SHI understands and complies should we need to withdraw our bid.**

3.7 Bid Offer Firm

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

**SHI Response:**

**SHI understands and complies.**

3.8 Disclosure of Bid Contents

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

**SHI Response:**

**SHI understands and complies.**

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

**SHI Response:**

**SHI understands and complies.**

3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict
of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

**Termination** - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days' written notice.

**SHI Response:**

SHI understands and will comply.

3.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

**SHI Response:**

SHI International has proposed alternative language to some of the provisions of the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement Bid ACCS-2022-01 listed under “SHI Exceptions” and ask for a negation period be available to both parties upon award.

3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor’s activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor’s activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision; or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

**SHI Response:**

SHI understands and will comply with this provision.

3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

**SHI Response:**

SHI understands and will comply with this provision.

3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor’s response will be incorporated into and become part of the agreement.

Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor’s
terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor’s response.

SHI Response:

SHI International has proposed alternative language to some of the provisions of the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement Bid ACCS-2022-01 listed under “SHI Exceptions” and ask for a negation period be available to both parties upon award.

3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

SHI Response:

SHI understands this Provision.

3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

SHI Response:

SHI understands this concern and seeks written notification of concern as well as contingency to amend concerns.

3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

SHI Response:

SHI understands and will comply. Alabama’s SHI catalog can be found at www.shi.com. Token: 147772 Key: XDW983U42E. See below instructions.

Registration on www.shi.com
New User Registration

1. Does your organization currently have an account with SHI?
   - Yes: If you know your company has an account, click Yes.

2. Do you have a Customer Token / Access Key?
   - Yes: If you don't know your Token / Access Key, please contact your Sales Rep. Once you have it, please click Yes.
   - No: Get Your Token & Key
     - Contact SHI rep to assist you
     - Contact those responsible for purchasing at your company
     - Or click "No" above and continue later

3. Enter your Customer Token / Access Key
   - Customer Token: [xxxxxxx]
   - Customer Access Key: [xxxxxxxxxxxxxxxxxx]

Sign in to your account

Email or User Name
Username
☐ Save Login

Password
[Show]

Login

Need an account?
3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to, manufacturer price reductions and special promotional offerings.

**SHI Response:**

SHI will pass manufacturer cost reductions onto ACCS members for the duration of the cost reduction period.

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.
SHI Response:

SHI International has proposed alternative language to some of the provisions of the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement Bid ACCS-2022-01 listed under “SHI Exceptions” and ask for a negation period be available to both parties upon award.

3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

SHI Response:

SHI understands this provision.

3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

<table>
<thead>
<tr>
<th>KIND OF INSURANCE</th>
<th>MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory - Alabama</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$2,000,000 (each employee, each accident and policy limit)</td>
</tr>
<tr>
<td>Commercial General Liability: Each Occurrence</td>
<td></td>
</tr>
<tr>
<td>Personal and Advertising Injury Products/Completed Operations General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$2,000,000 each accident - combined single limit</td>
</tr>
</tbody>
</table>

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor at its cost must provide acceptable evidence of compliance with the worker’s compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker’s Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.
SHI has attached its insurance coverage certificate and seeks the coverage language below.

```
# ACORD Certificate of Liability Insurance

**Client:** 36440
**SHI**
**DATE:** 10/12/2021

**Producer:** Marsh & McLennan Agency LLC
**Contact:**
One Executive Drive
Somerset, NJ 08873

**Insured:** SHI International Corp.
250 Davidson Ave.
Somerset, NJ 08873

**COVERAGES**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Exp. Date</th>
<th>Limits</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>6056250197</td>
<td>09/30/2021</td>
<td>09/30/2022</td>
</tr>
<tr>
<td></td>
<td>CLAIM MADE</td>
<td>X</td>
<td>OCCUR</td>
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<td></td>
<td>OCCUR</td>
<td></td>
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<td></td>
<td>GENL AGGREGATE LIMIT APPLIED PER</td>
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<tr>
<td></td>
<td>EXC</td>
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<tr>
<td></td>
<td>OTHER</td>
<td></td>
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</table>

**COVERAGE NUMBER:**

| REVISION NUMBER |
|---------------- | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191):** Additional remarks schedule, may be attached if more space is required.

**Evidence of Insurance**

**CERTIFICATE HOLDER:**

SHI International Corp
250 Davidson Ave.
Somerset, NJ 08873

**CANCELLATION:**

SHI should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

[Signature]

© 1985-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2019/03) 1 of 1 The ACORD name and logo are registered marks of ACORD X28YG
```
3.21 New Products

Unless specifically called for in this request all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer’s standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

**SHI Response:**

SHI understands this provision.
3.22 Product and Services Delivery Overview

This section contains specifications and relevant information vendors should use for the preparation of their responses.

Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided.

Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

**SHI Response:**

Since its creation in 1994, our Public Sector Division has been successfully supporting contracts that represent a broad portfolio of services and products for a range of public entities. Through these contracts, we build connections that allow us to partner closely with each organization and dive deeply into the infrastructure, procurement, and compliance parameters that they face.

In partnership with our 14,000 public sector customers, SHI’s Public Sector manages over 500 current contracts, including hardware, software, services, cloud, and some that take a modern approach on technology procurement – allowing for a comprehensive catalog of both products and services. The SHI Public Sector unit made up over $3B of SHI’s overall sales last year and was recognized as the #1 business unit for 2020. While this past year was one of the largest growth years, SHI’s Public Sector has grown consistently over the last 30 years. This growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. We recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach.

Our Public Sector experience includes seven National and nine Regional Procurement Consortia, which were awarded to SHI after rigorous and competitive RFP vetting against other top IT providers. These Consortia provide customers with access to the breadth and depth of our offerings and allow us to extend
our reach to Public Sector entities, circumventing the often-cumbersome RFP and negotiation process. We support 35 States under the NASPO consortia contracts, the most participating addenda of all contract vendors. Additionally, our participation in Omnia reflects our team approach, helping all shapes and sizes of public entities, nationwide, to garner full-catalog solutions for their needs.

**SHI Account Team Geographic Coverage**

Our dedicated teams support customers in the Public Sector Field and are comprised of: Regional Directors, District Managers, Account Executives, Inside Account Managers, and Field Solution Engineers.

**Regional Directors and District Managers** – Dedicated to Public Sector, this team of 20 Directors and Managers is geographically dispersed across the country. Their mission is to support the ~290 Account Executives and their Public Sector customers in the field. Because our mission is to deliver an unparalleled customer experience, we methodically invested in a regionally aligned Public Sector team, who work in the same communities where they live, throughout the United States.

**Account Executives** – This team consists of ~290 Account Executives who live and work in their territories throughout the United States. With the largest field-based sales force in the industry, we are confident that one of the keys to our customer-centric model is nurturing a strong fidelity to our customers. Account Executives spend time at their customers’ locations, listening to their customers’ needs, and developing a thorough understanding of what is important to that customer, with purpose and with passion.

**Inside Account Managers** – This team of ~130 Inside Account Managers (IAMS) helps support customers’ day-to-day needs. IAMS work in tandem with up to three AEs, and in this way, our customer support stays steadfast, reliable, and personal.

**Field Solutions Engineers** – Comprised of 34 Field Solutions Engineers (FSEs) dedicated to the Public Sector and geographically spread across the country, this team’s mission is to help customers choose exactly the right technology solutions. FSEs are tightly aligned with our Account Executives to bring maximum value to our customers. This dedicated team is unique in the Public Sector Value-Added Reseller space, and our FSEs help customers compare competing software products and provide valuable technical insights on choosing the right solution for each unique organization. FSEs consult with customers, often helping them to avoid erroneous or superfluous costs. Additionally, they consider organizational skill sets, compatibility with current environment, redundancy, alignment with objectives, and total cost of ownership – all through a vendor-neutral lens. As a specific example, in the last 12 months, our FSE (Field Solutions Engineers) team and our other sales teams have sourced over 2,000 different manufacturers’ products.

We are confident that our capabilities and our commitment to meeting our customers’ needs is demonstrated in our level of success under our nationwide Public Sector contracts. We are eager to discuss your needs and our capabilities in greater detail with you!
AVAILABILITY OF TECHNICAL SUPPORT

Customers don't always have the expertise needed for the spike in the number of calls to their Help Desk when deploying new technologies or upgrading versions of existing technologies. For many, having the option to funnel that increase in calls to a turn-key solution provided by a third party is much more attractive than increasing internal headcount.

In addition, outsourcing this service can increase overall productivity. Having a resource that can not only answer problems but can also provide end users with user-based tips and tricks can decrease employee downtime.

SHI Help Desk support is customized based on your organization's Help Desk requirements such as level of support, SLA structure, anticipated number of tickets, and anticipated work effort. SHI will factor in these details and will align the technical resources needed to support your organization.

SHI Technical Support provides your customers Tier 1 Help Desk support for inquiries related to technology deployment, everyday usage and upgrades covering multiple manufacturers. In addition to everyday applications such as Office or Acrobat, this support can be expanded to cover a customer's custom applications. If needed, SHI Technical Support has the ability to provide higher technical and engineer level support for those same technologies.

SHI offers:

- Phone support with a live technician or engineer
- Options for 8x5 or 24x7 "follow the sun" support coverage
- Knowledge support for all software publishers as defined in the supported products list
- Optional components that include training modules, knowledge-based websites, engineering time and health checks.
- Support is provided in English language only. All resources are on shore in the USA.
PROBLEM RESOLUTION

SHI realizes Alabama needs for exceptional responses in terms of technical issues, product delivery, billing, and requests regarding Statements of Work. We also understand the need for communication of timely information in order to keep your projects moving forward. The first step to ensure success in these areas is to collaboratively and clearly define SLAs that meet the needs of Alabama. Generally, our response turnaround is articulated as such:

- Email and Phone requests – Respond to all email and phone requests within 2-4 hours.
- Orders – Process orders within 24 hours of receipt unless additional information is required first.
- Pending request – Provide daily updates (every 24 hours).

We are confident that the Account Team will be able to fully support the daily needs of Alabama and provide accessible, courteous, responsive, and seamless customer service, but if at any time Alabama feels that you are not getting the proper level of support, we encourage you to escalate to the next level for support.

All new requests & customer service issues should be sent to southeastteam@shi.com or by calling 800.715.3197. If Alabama IAM team cannot resolve issues within 24 hours or the matter is urgent, please contact Marcus May.

CUSTOMER SATISFACTION

Please note the above are guidelines and suggestions for effective escalation of issues. However, if you feel the need to escalate or inform SHI management of a particular concern or issue, please contact a member of the management team directly at any time.

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our clients and will remain here only as long as we continue to provide extraordinary customer satisfaction. Alabama’s dedicated SHI Account Team is committed to providing world class support to your organization.

SHI monitors customer satisfaction through several vehicles:

- Customer Feedback—SHI encourages our customers to send emails to our Director of Quality, whose email address is included in most customer communications, including the order acknowledgment. The Director of Quality reports all customer feedback to the Top Managers and Department Managers at SHI. As necessary, she will respond to the customer’s comment, will assign corrective action, and will follow-up with the customer to ensure that the issue has been resolved.

- Customer-specific Satisfaction Surveys—Some SHI customers require that we provide customer satisfaction surveys to their employees. In these instances, SHI creates a customized survey that specifically reflects the products and services we provide to that organization. The Dedicated Account Team is responsible for submitting the surveys and the results are sent directly to the Director of Quality.
VALUE ADDED SERVICES

One of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing software, hardware, Cloud, and other products. SHI’s current catalog includes tens of thousands of hardware, software, and other product partners. SHI can sell between 75%-100% of our partners’ product lines. We typically offer a wide range of services directly or by leveraging our Elite Partner Network’s expertise. SHI can provide our customers with full IT solutions, from commodity software and hardware to complete, end-to-end data center solutions. SHI has a diverse partner ecosystem, supporting over 30,000 unique Publishers and OEMs today. For OEMs that SHI does not do business with today, we can utilize a Letter of Authorization from your organization to onboard new suppliers. SHI will work in coordination with your procurement team as needed to engage these software publishers.

Subject Matter Experts

Specializing in IT solutions that fit precisely with our customers’ needs, SHI offers robust technical advice and support through product selection and options analysis. SHI offers 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 our large support team of 500 pre-sales technical support that comprises SHI’s 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 partner support associated with these categories outlined above, SHI has an Emerging Partners Team. They are constantly reviewing new technologies and new OEMs to offer to our customers, including a Cloud Partners Team that concentrates on specific cloud technologies. SHI has OEM Support Teams, technical resources, and relationships with manufacturers to assist your organization with your specific needs concerning emerging technologies and new solution sets. SHI has quarterly meetings with Gartner and IDC to stay abreast of the latest and best technologies. SHI works closely with each OEM to provide new products as soon as they are available. Your organization can pre-order new products through SHI yet to be released to get them as soon as they come to market. SHI’s Solutions Teams and Product Specialists will alert your Account Team of the newest and most cutting-edge technologies to make them available to your organization.

Professional Services

Over the past decade, IT has changed. Although there is still a need for commodity products, attention has shifted to building solutions to solve customers’ needs. In response to this shift and working from our customer-centered foundation, we developed our Enterprise Solutions Group to include solution-based support. This team is comprised of nearly 230 technical resources who hold 3,000+ certifications for various products and solutions. Their goal is to address our customers’ needs, help them acquire the right technology, and facilitate the adoption of that technology into their customers’ environment. Our Professional Services team is vendor-neutral and uses its range of experience to help tailor conversations optimal for a customer’s specific environment. We engage our customers during the strategy and solution design phases of a project and assist with deliberate planning, assessments, whiteboarding, proof of concepts, and obtaining demo units.

From product implementation through lifecycle support and asset retirement, SHI offers solutions customized to the unique needs of your environment. Whether you need a single service call or complex roll-out, SHI will work with you every step of the way to ensure your goals are met on time and within budget.
3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to 1PA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

SHI Response:

SHI understands and agrees to this request. SHI has provided report examples in Appendix C.
3.24 ELECTRONIC COMMERCE

Vendors must describe their ability to provide and maintain at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

**SHI Response:**

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

**Custom Catalog**

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

Within your custom procurement site, searching capabilities are broad and include Keyword; Manufacturer; and Product Category/Type searches. Two examples are shown below in screenshots:
Because your procurement site is customized specifically to your organization's needs, SHI.com reflects your specific standards (preferences, favorites, products, and so on). Some examples are shown below in the following two screen shots:

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

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

A saved quote remains valid on SHI.com for thirty days. At any time within those thirty days, you can change or add to the items saved in the quote or send the contents of the quote (with saved pricing) back to the shopping cart to finalize the purchase.

Configuring your Product or System

The process of configuring a product or system is simplified by SHI.com’s consistent product display – showing a picture, product summary, and pricing before any options. The “wrench” icon is hyperlinked to configuration options for each product, as seen in the screenshots below:
As options are selected, availability of each configuration is updated automatically and as components are added or removed, shipping is also re-calculated. Consequently, SHI.com allows users to make informed decisions based upon their particular needs; for some users, getting a useable system quickly may be more important than obtaining a particular option or upgrade that would delay the production of the machine. See the screenshot below for an example of this process:

Checkout Process

SHI provides an easy-to-use Checkout Process that can also be customized to your specifications:

- Users can save addresses to an address book for easy selection of the appropriate ship-to address.
- Custom Data Collection—we will create fields to collect information you need about the purchases your employees make (department, project code, cost center, and so on);
- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase.
Examples of checkout are provided below:

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

**Approval Routing**

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

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

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

The following screen shot shows the order search results.

The following demonstrates the tracking details available.

Integration with eCommerce

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards, including a wide range of applications and proprietary systems.

In addition, SHI supports the following Punchout types:

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

Our purpose is to provide the best overall value to Alabama, 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.
3.25 BREADTH OF OFFERING

Vendors must, at a minimum, offer products or services in at least one of the following categories:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

Servers

Printers Monitors Storage

Networking Equipment

Audio and Video Conferencing Equipment Multimedia Hardware

VOIP/Unified Communications Solutions Video Surveillance Solutions

Key and Access Control Equipment Software

Professional Services

Other

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

Servers

Printers Monitors Storage

Networking Equipment

Audio and Video Conferencing Equipment Multimedia Hardware

VOIP/Unified Communications Solutions Video Surveillance Solutions

Key and Access Control Equipment Software

Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

Servers

Networking Equipment

Audio and Video Conferencing Equipment VOIP/Unified Communications Solutions Key and Access

Control Equipment

Other

Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

Servers

Networking Equipment

Audio and Video Conferencing Equipment VOIP/Unified Communications Solutions Video Surveillance solutions

Key and Access Control Equipment

Other
The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
Servers
Printers
Monitors
Storage
Networking Equipment
Audio and Video Conferencing Equipment
Multimedia Hardware
VOIP/Unified Communications Solutions
Video Surveillance solutions
Key and Access Control Equipment
Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of technical support services that are proposed.

**SHI Response:**

SHI understands and complies.

Today, we continue to fine-tune our products and services to meet our customers' needs and the ever-changing technology landscape. Our catalog of products continues to grow and change in response to technological demands and customer needs. SHI is a total IT solutions provider and value-added reseller, supplying comprehensive services and solutions through vendor-neutral, hardware and software partnerships, and our own internal team of experts. One of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud, Cybersecurity, and more) in conjunction with a wide range of complementary services. In short, we provide full IT solutions, and our focus aligns with Alabama's mission to expand participation in higher education by better serving the needs of all students and by increasing distance education opportunities.

While the following is by no means a comprehensive list of all that we offer our customers, some services, and products that we commonly provide include:
### SHI Software Partnerships

<table>
<thead>
<tr>
<th>Strategic Software Partners</th>
<th>Emerging Technology Partners</th>
<th>SHI Hardware Partnerships</th>
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<tbody>
<tr>
<td>Acronis</td>
<td>Absolute Software</td>
<td>SUSE</td>
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<td>Trend Micro</td>
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<td>Barracuda Networks</td>
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<td>Veeam</td>
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<td>BitSight</td>
<td>Virtos</td>
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<td>BRTIlan</td>
<td>VMware</td>
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<td>IBM</td>
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<td>HashiCorp</td>
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<td>IGEL Technology</td>
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<td>Malwarebytes</td>
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<td>McAfee</td>
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<td>Micro Focus</td>
<td>KnowBe4</td>
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<td>Oracle</td>
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<td>Palo Alto Networks</td>
<td>Naviant</td>
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<td>Parallels</td>
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<td>New Relic</td>
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<td>Quest</td>
<td>Nuance Communications</td>
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<td>Rapid7</td>
<td>OneLogin</td>
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<td>Red Hat</td>
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<td>RSA</td>
<td>PagerDuty</td>
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<td>SentinelOne</td>
<td>Ping Identity</td>
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<td>SolarWinds</td>
<td>Pulse Secure</td>
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<td>Sophos</td>
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<td>SUSE</td>
<td>Redgate Software</td>
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<td>TeamViewer</td>
<td>SecurityScorecard</td>
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<td>ThinkCell Software</td>
<td>SmartBear Software</td>
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<td>TRICO Software</td>
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<td>Virtos</td>
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<td>Zerto</td>
<td>Zoho Corporation</td>
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<td>Zscaler</td>
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### Two-User Computing Partners

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<thead>
<tr>
<th>Network Solutions and Devices</th>
<th>CAS</th>
<th>Netapp</th>
<th>VMWare</th>
<th>AMD</th>
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<td>Remora Flooring</td>
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<td>VMWare</td>
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<td>Security Solutions</td>
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<td>VMWare</td>
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<td>Netapp</td>
<td>VMWare</td>
<td>AMD</td>
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<td>Support</td>
<td>CAS</td>
<td>Netapp</td>
<td>VMWare</td>
<td>AMD</td>
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### Data Center Partners

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<tr>
<th>Storage (cont...)</th>
<th>Veeam</th>
<th>Dell EMC</th>
<th>Hitachi Vantara</th>
<th>IBM</th>
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<td>StorCenter</td>
<td>CAS</td>
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<tr>
<td>Storage (cont...)</td>
<td>Veeam</td>
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<td>Netapp</td>
<td>VMWare</td>
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### Networking Partners | Juniper | Fortinet | Dell EMC | Hitachi Vantara | IBM |
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<td>CAS</td>
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<td>VMWare</td>
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</table>
3.26 PRIMARY ACCOUNT REPRESENTATIVE

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

SHI Response:

District Manager, Primary Account Executive, Education (Alabama) – Marcus May – Marcus is located in Orange Beach and is responsible for the overall relationship between Alabama and SHI. He will develop and carry out a communication process, assist Alabama with selection of products/services, define and execute service goals, document current process, and create efficiencies wherever possible. Marcus brings over a decade of IT experience to Alabama and has worked closely with higher education customers during those years. He is resourceful with an extensive and comprehensive product & solution knowledge as well as superior customer service.

Senior Contracts Specialist, Wilson Garcia- Wilson is located in the Chicago area and is heavily involved with the development of contact responses and capture strategies as well as contract negotiations and management. He is dedicated to program compliance, minimizing risk, and maximizing revenues and profits for the contracts within portfolio.
3.27 REFERENCES

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

**SHI Response:**

University of Alabama Birmingham  
Contact: Ron Collins  
Address: 1720 2nd Ave South Birmingham, AL 35294  
Phone: 205.934.4423  
Services: Software, Hardware, Cyber Security and Professional Services

Alabama A&M University  
Contact: Adolph Scissum  
Address: 4900 Meridian St N. Huntsville, AL 35811  
Phone: 256.372.5000  
Services: Software, Hardware, Cyber Security and Professional Services

Auburn University at Montgomery  
Contact: Laura Gray  
Address: 7400 East Dr Montgomery, AL 36117  
Phone: 334.244.3090  
Services: Software, Hardware, Cyber Security and Professional Services
SHI Response:

SHI is including our entire catalog of products for this response which can be accessed at www.shi.com. Alabama's SHI catalog can be found at www.shi.com. Token: 147772 Key: XDW983U42E

3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

SHI Response:

SHI understands and will comply with this provision.

3.32 Title Passage

SHI asks the ADD of: Title to equipment shall pass to the procuring entity upon acceptance of equipment.

SHI Response:

SHI requires title passage upon delivery of equipment.

3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

SHI Response:

SHI understands and will comply with this provision.

3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

A. the terms and conditions of this RFB
B. exhibits to this agreement
C. the list of products and services contained in the purchase order
D. vendor's response

SHI Response:

SHI understands and complies with this provision.
3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity.

Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

C. Invoices

Invoices shall be submitted to the procuring entity.

**SHI Response:**

SHI understands and will comply with this provision.

3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).
SHI Response:

SHI understands and will comply with this provision. If awarded, SHI would like this clause added to the final contract. All returns shall be subject to the contractor’s return policy at www.shi.com/retumpolicy

3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

SHI Response:

SHI understands and will comply with this provision. If awarded SHI would like this added: Warranty Disclaimer: Except as otherwise expressly provided in this agreement, contractor hereby expressly disclaims all warranties wither express or implied, including, but not limited to, any warranty of merchantability or fitness for particular purpose, warranty of noninfringement, or any warranty relating to third party products.

3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

SHI Response:

SHI understands and will comply with this provision.

3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

SHI Response:

SHI understands and complies with this provision. SHI offers toll free customer service. ACCS members can contact customer service via phone 800-715-3197 and e-mail southeastteam@shi.com Monday through Friday 7am to 7pm CST.

3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

SHI Response:

SHI caveats that all orders are subject to OEM product availability.
3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**SHI Response:**

SHI understands and complies with this provision.

3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

**SHI Response:**

SHI asks to ADD SHI requires written notice and limits audit frequency.

3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

**SHI Response:**

SHI understands and will comply with this provision.

3.44 Indemnification

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or
against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

**SHI Response:**

SHI International has proposed alternative language to some of the provisions of the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement Bid ACCS-2022-01 listed under “SHI Exceptions” and ask for a negation period be available to both parties upon award.

3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

**SHI Response:**

SHI understands and complies.

3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

**SHI Response:**

SHI understands and warrants to the best of its knowledge.

System employees are not allowed to accept personal gifts or gratuities.

**SHI Response:**

SHI understands and agrees to this provision.

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.
**SHI Response:**

SHI will work with our OEM partners regarding replacements parts and notify ACCS regarding the availability of replacement parts.

3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

**SHI Response:**

SHI understands and will comply with this provision. If awarded SHI would like this added: Warranty Disclaimer: Except as otherwise expressly provided in this agreement, contractor hereby expressly disclaims all warranties wither express or implied, including, but not limited to, any warranty of merchantability or fitness for.

3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

**SHI Response:**

SHI understands and complies with this provision.

3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

**SHI Response:**

SHI understands and complies with this provision.

3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

**SHI Response:**

SHI understands and complies with this provision.

3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

**SHI Response:**

SHI understands and complies and complies with this provision.

3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. In circumstances where a
contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**SHI Response:**

SHI has listed this in Appendix D.
APPENDICES

Appendix A- Alabama Community College System Institution and Other Participants
Appendix B- Example Map
Appendix C- Example Quarterly Report
Appendix D- Vendor Disclosure Form and Immigration Compliance
Attachment 1-SHI ISO 9001
Attachment 2- W-9
Attachment 3- E-Verify
Attachment 4- SHI Proposed Terms and Conditions
Attachment 5- Financial Documentation
APPENDIX A- ALABAMA COMMUNITY COLLEGE SYSTEM
INSTITUTION AND OTHER PARTICIPANTS

Community Colleges
Bevill State Community College, Sumiton, AL
Bishop State Community College, Mobile, AL
John C. Calhoun Community College, Decatur, AL
Central Alabama Community College, Alexander City, AL
Chattahoochee Valley Community College, Phenix City, AL
Coastal Alabama Community College Bay Minnette, AL
Enterprise Community College, Enterprise, AL
Gadsden State Community College, Gadsden, AL
Jefferson State Community College, Birmingham, AL
J.F. Drake State Community and Technical College, Huntsville, AL
T.A. Lawson State Community College, Birmingham, AL
Lurleen B. Wallace Community College, Andalusia, AL
Northeast Alabama Community College, Rainsville, AL
Northwest-Shoals Community College, Muscle Shoals, AL
Shelton State Community College, Tuscaloosa, AL
Snead State Community College, Boaz, AL
Southern Union State Community College, Wadley, AL
H. Council Trenholm State Community College, Montgomery, AL
George C. Wallace Community College, Dothan, AL
Wallace State Community College, Hanceville, AL
George Corley Wallace State Community College, Selma, AL

Technical Colleges
J.F. Ingram State Technical College, Deatsville, AL
Reid State Technical College, Evergreen, AL

Military Academy
Marion Military Institute, Marion, AL

Statewide Development Training
Alabama Technology Network (ATN), Montgomery, AL

Other Participating Public Institutions of Higher Education
Alabama Fire College, Tuscaloosa, AL
Alabama State University, Montgomery, AL
Athens State University, Athens, AL
Auburn University-Montgomery, Montgomery, AL
Jacksonville State University, Jacksonville, AL
Troy University, Troy, AL
University of Alabama, Tuscaloosa, AL
University of Alabama Birmingham - Birmingham, Alabama, AL
University of Alabama Huntsville - Huntsville, AL
University of North Alabama, Florence, AL
University of West Alabama, Livingston, AL

Other Participating Public Institutions K-12
Pike County Board of Education and Tuscaloosa County School System
APPENDIX B - EXAMPLE MAP
## APPENDIX C - EXAMPLE QUARTERLY REPORT

### Contract Invoice Detail

Previous quarter report, covering 10/1/2021 thru 12/31/2021

Including Contract #s: NASPO Software VAR - ADSPO16-1

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<th>B</th>
<th>C</th>
<th>D</th>
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<td>Order Date</td>
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<td>Order Number</td>
<td>Invoice Date</td>
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</table>

## Alabama Community College System
**Page 40**
APPENDIX D - VENDOR DISCLOSURE FORM AND IMMIGRATION COMPLIANCE
ATTACHMENT 4- SHI PROPOSED TERMS AND CONDITIONS

This proposal is based on mutually agreeable terms and conditions. If SHI is a potential candidate for award, we will be pleased to discuss the details of the terms and conditions for the contract. If SHI and You already have a contract in place that covers these offerings, we can use those to avoid conflicting documents and make the contracts turnaround time faster. SHI is a reseller and not the OEM. SHI may also provide professional services, as applicable. Therefore, the terms and conditions have been modified below to reflect this relationship.

<table>
<thead>
<tr>
<th>Ref.</th>
<th>Customer Terms and Conditions</th>
<th>SHI Redline</th>
<th>SHI Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alabama Community College System Request for Bid ACCS 2022-01 3.20 Insurance</td>
<td>The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance: These policies shall contain a thirty-(30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.</td>
<td>The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever, vendor’s negligence and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance: These policies shall contain a thirty-(30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.</td>
<td>SHI cannot accept damages arising out of any cause whatsoever as they could have been caused by the System. Cancellation comes from us, not our insurer, so it’s not endorsed on the policy.</td>
</tr>
<tr>
<td>3.32 Title Passage</td>
<td>Title to equipment shall pass to the procuring entity upon acceptance of equipment.</td>
<td>Title to equipment shall pass to the procuring entity upon acceptance delivery of equipment.</td>
<td>SHI requires title passage upon delivery of equipment.</td>
</tr>
<tr>
<td>3.42 Records and Audit</td>
<td>Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.</td>
<td>Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. Upon thirty (30) days written notice, these records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Such audits are limited to once in a twelve-month period. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.</td>
<td>SHI requires written notice and limits audit frequency.</td>
</tr>
<tr>
<td>3.44 Indemnification</td>
<td>The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.</td>
<td>The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any third party claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System, gross negligence, willful misconduct or</td>
<td></td>
</tr>
</tbody>
</table>

As a reseller of the products, SHI cannot provide indemnity for damages arising out of the product or the System's use, including infringement claims. SHI
The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

To the extent allowable by law and except for damages arising with the indemnification obligations herein, either party’s total cumulative liability to the other in connection with this agreement will not exceed the amount of fees actually paid or payable by the System to the vendor under the prior twelve months to the incident that gave cause for such damages. In no event will either party be liable for any consequential, indirect or punitive damages, including but not limited to, loss of or damage to data or loss of anticipated revenue or profits, whether or not a party has been advised of the possibility of such damages.

Force Majeure:

Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lockouts.

If awarded, SHI would like this clause added to the final contract.
| ADD | All returns shall be subject to the contractor's return policy at www.shi.com/returnpolicy. | If awarded, SHI would like this clause added to the final contract. |
| ADD | WARRANTY DISCLAIMER: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL 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 PRODUCTS. | If awarded, SHI would like this clause added to the final contract. |
### Summary

#### KEY DATA ELEMENTS (formerly SCORE MAX)

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<th>KDE Name</th>
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<th>Details</th>
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<tr>
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<td>Based on profiles of similar industries.</td>
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<tr>
<td>Credit Limit - D&amp;B Conservative</td>
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<td>Based on profiles of similar industries.</td>
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<tr>
<td>Credit Limit - D&amp;B Aggressive</td>
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<td>Delinquency Score Raw</td>
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<td>PAYDEX®</td>
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<td>Delinquency Score</td>
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<td>Failure Score</td>
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### ALL ACCOUNTS

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### ALL APPLICATIONS

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**Contact Information**

**Address:** 3822 Pecana Trl, Moved From: 1301 St Mo-pac Expy Ste 375, Austin, TX, Austin, TX, 78749, United States Of America

**Phone:** +1 512-634-8100

**Endorsement:** keith_markowski@shi.com
**COMPANY PROFILE**

- **DBA**: Lee's Electronics
- **Inc. Date**: 11/8/99
- **State of Incorporation**: Texas
- **Ownership**: Non-publicly traded

**CURRENT CREDIT TERMS**

### Credit Limit Utilization

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<th>Not Credit Limit</th>
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</table>

| Total Approved Credit Limit | Not Available |
| Total Outstanding | Not Set |
| Credit Limit Remaining | Not Available |

**OVERALL BUSINESS RISK**

Don & Bradstreet thinks...

- **HIGH**: Stable Credit; High to Low Business Risk
- **MODERATE**: Stable Credit; Moderate to Low Business Risk
- **LOW**: Low Credit; Low Business Risk

**MAXIMUM CREDIT RECOMMENDATION**

- **US$ 30,000**

The recommended limit is based on a low probability of severe delinquency.

**FACTOR SCORE - ID1: Current Financial Stress Score**

- **Company's Risk Level**: Moderate
- **Probability of Failure over the next 12 months**: 0.71%

**DELINQUENCY SCORE - ID2: Past Commercial Credit History**

- **Company's Risk Level**: Moderate
- **Probability of Delinquency over the next 12 months**: 1.68%
No Fraud Risk Score is Available
FINANCIAL OVERVIEW - BALANCE SHEET

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<th></th>
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<tr>
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<tr>
<td>Total Current Liabilities</td>
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<td>Other Assets</td>
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<td>Long Term Liabilities</td>
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1. Actual identification: 12/01/2014
2. 2 yr history
3. Source: DB

TRADE PAYMENTS

Highest Past Due: -41,000

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FINANCIAL OVERVIEW - PROFIT AND LOSS

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<th>Years</th>
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</thead>
<tbody>
<tr>
<td>Net Income</td>
<td>6,397,000</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td>232,773,000</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

1. Actual identification: 12/01/2014
2. 2 yr history
3. Source: DB

OWNERSHIP

This company is a Single Location.

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

<table>
<thead>
<tr>
<th>Key Business Ratio</th>
<th>Business Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Ratio</td>
<td>2.82</td>
</tr>
</tbody>
</table>

Source: DB

WIR & SOCIAL

There are no recent social media events.

COUNTRY/RISQENOMICAL INSIGHT

The general risk rating is aggregated from various quantitative outputs based on historical trends. This is not a recommendation on what to do. For more details on our methodology, contact our risk analysts.

Risk Category

United States Of America

High Risk
Low Risk

 STOCK PERFORMANCE

<table>
<thead>
<tr>
<th>History</th>
<th>Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Body High</td>
<td>Performance</td>
</tr>
<tr>
<td>52-Week High</td>
<td>Ratio</td>
</tr>
</tbody>
</table>

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE

SBRI Origination Lease Score : 846
SBRI ORIGINATION CARD SCORE

SBRI Origination Lease Score : 846

SBRI ORIGINATION LOAN SCORE

SBRI Origination Loan Score : 836

KEY SBRI ATTRIBUTES

<table>
<thead>
<tr>
<th>Total Balance</th>
<th>Total Open SBRI Accounts</th>
<th>Number Of Total Accounts Ever Cycle 2+</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Credit Card Total Balance</th>
<th>Total Exposure</th>
<th>Maximum Age Of All Open Accounts</th>
<th>Time since most recent Cycle 2 on all accounts</th>
<th>Worst Delinquent All Accounts Past 1-3 Months Past 1-12 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

ACCOUNT SUMMARIES

<table>
<thead>
<tr>
<th>Total Current Balance</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Past Due</td>
<td>0</td>
</tr>
<tr>
<td>Total Past Due Cycle 1</td>
<td>0</td>
</tr>
<tr>
<td>Total Past Due Cycle 2</td>
<td>0</td>
</tr>
<tr>
<td>Total Past Due Cycle 3</td>
<td>0</td>
</tr>
<tr>
<td>Total Past Due Cycle 4</td>
<td>0</td>
</tr>
<tr>
<td>Total Past Due Cycle 5</td>
<td>0</td>
</tr>
<tr>
<td>Total Charge Off Amount</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>Issue Date</th>
<th>Open Date</th>
<th>Closed Date</th>
<th>Current Balance</th>
<th>Total Current Balance</th>
<th>Total Past Due</th>
<th>Past Due Cycle 1</th>
<th>Past Due Cycle 2</th>
<th>Past Due Cycle 3</th>
<th>Past Due Cycle 4</th>
<th>Past Due Cycle 5</th>
<th>Charge-Off Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit Cards</td>
<td>06/30/2019</td>
<td>09/25/2017</td>
<td>02/27/2019</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lease Agreement</td>
<td>06/04/2013</td>
<td>03/20/2013</td>
<td>01/01/2016</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

<table>
<thead>
<tr>
<th>HIGH</th>
<th>MODERATE</th>
<th>LOW-MODERATE</th>
<th>LOW</th>
</tr>
</thead>
</table>

Due & Bradstreet think:
- Overall assessment of this organization over the next 12 months: STABLE CONDITION DUE TO LARGE BUSINESS SIZE
- Based on the predicted risk of business discontinuation: EXHIBITING SOME FINANCIAL STRESS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR Severely DELINQUENT PAYMENTS

MAXIMUM CREDIT RECOMMENDATION: US$ 30,000

The recommended limit is based on a low probability of severe delinquency.

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 have a probability of becoming no longer viable: 7%
- Percentage of businesses ranked: 14%
- Across all US businesses, the average probability of becoming no longer viable: 14%

Data Depth Indicator
Data Depth Indicator:
- Rich Firmographics
- Extensive Commercial Trading Activity
- Basic 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.

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:
- Model Segment: Established Trade Payments
- Level of Risk: Moderate-High Risk
- Businesses ranked 7 within this model segment have a probability of becoming no longer viable: 7%
- Percentage of businesses ranked 7 with this model segment: 14%
- Within this model segment, the average probability of becoming no longer viable: 8%

Company Profile:
Company Profile Details:
- Financial Data: False
- Trade Payments: Available: 3+Trade
- Company Size: Large: Employees: 50+ or Sales: $500K+
- Years in Business: Established: 5+

Financial Data
Trade Payments
Company Size
Years in Business
False
Available: 3+Trade
Large
Established

FAILURE SCORE: CURRENT FINANCIAL STRESS SCORE

Level of Risk: Moderate-High

Raw Score
1415
Probability of failure
0.71%
Average Probability of Failure for Businesses in D&B Database: 0.48

DELINQUENCY SCORE: PAST FINANCIAL CREDIT SCORE

Level of Risk: Low-Moderate

Raw Score
576
Probability of Delinquency
1.68%
Compared to Businesses in D&B Database: 10.2%

BUSINESS AND INDUSTRY COMPARISON

SELECTED SEGMENTS OF BUSINESS ATTRIBUTES

Norms
National %
This Business
Region (WEST SOUTH CENTRAL)
64
Industry (WHOLESALE)
54
Employee range:
Years in Business (11-25)
60

DUE PAYMENTS

3 MONTHS - DUE PAYMENTS

When weighted by amounts, payments are at or below average 30 days beyond term
- High risk of late payment likely
- Medium risk of late payment likely

For Code Availability
## Trade Payments

### Trade Payments Summary (Based on 26 months of data)

<table>
<thead>
<tr>
<th>Days to Late Payment</th>
<th>% of Trade Within Terms</th>
<th>Highest Late Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>68%</td>
<td>US$ 45,000</td>
</tr>
</tbody>
</table>

### Highest Late Date

- **USD 55,000**

#### Late Experience:

- 5

#### Total Unfavorable Experience:

- 0

### SARB PAYDAY

- **High Risk (55)**

### Business and Industry Trends

**30%** - What companies pay for

### Trade Payments by Credit Extended (Based on 12 months of data)

<table>
<thead>
<tr>
<th>Range of Credit Extended (USD)</th>
<th>Number of Payment Experiences</th>
<th>Total Value</th>
<th>% Within Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,000 &amp; over</td>
<td>0</td>
<td>US$ 0</td>
<td>0</td>
</tr>
<tr>
<td>50,000 - 99,999</td>
<td>1</td>
<td>US$ 50,000</td>
<td>50</td>
</tr>
<tr>
<td>15,000 - 49,999</td>
<td>0</td>
<td>US$ 0</td>
<td>0</td>
</tr>
<tr>
<td>5,000 - 14,999</td>
<td>0</td>
<td>US$ 0</td>
<td>0</td>
</tr>
<tr>
<td>1,000 - 4,999</td>
<td>0</td>
<td>US$ 0</td>
<td>0</td>
</tr>
<tr>
<td>Less than 1,000</td>
<td>1</td>
<td>US$ 250</td>
<td>100</td>
</tr>
</tbody>
</table>

### Trade Payments by Industry (Based on 24 months of data)

<table>
<thead>
<tr>
<th>Industry Category</th>
<th>Number of Payment Experiences</th>
<th>Number Within Experience</th>
<th>Within 30 Days (%)</th>
<th>31-60 Days Late (%)</th>
<th>61-90 Days Late (%)</th>
<th>91-120 Days Late (%)</th>
<th>121 Days Late (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>451 - Heavy Industry</td>
<td>1</td>
<td>35,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>452 - Transportation and Communications</td>
<td>1</td>
<td>35,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>452 - Computer Software</td>
<td>1</td>
<td>35,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>452 - Business Services</td>
<td>1</td>
<td>35,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Trade Lines

<table>
<thead>
<tr>
<th>Date of Experience</th>
<th>Payment Status</th>
<th>Selling Terms</th>
<th>High Credit (USD)</th>
<th>High Demand (USD)</th>
<th>Past Due (USD)</th>
<th>Months Shows Late Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/21</td>
<td>Pays Promptly</td>
<td>-</td>
<td>250</td>
<td>0</td>
<td>0</td>
<td>Between 6 and 12 Months</td>
</tr>
<tr>
<td>04/31</td>
<td>Pays Promptly to Slow 90+</td>
<td>-</td>
<td>85,000</td>
<td>55,000</td>
<td>45,000</td>
<td>1</td>
</tr>
<tr>
<td>01/21</td>
<td>Cash Account</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Between 6 and 12 Months</td>
</tr>
<tr>
<td>07/30</td>
<td>Cash Account</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Between 6 and 12 Months</td>
</tr>
<tr>
<td>10/19</td>
<td>Cash Account</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Between 6 and 12 Months</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Filing Firm</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/14/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/09/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/12/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/19/2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/18/2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/13/2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/23/2014</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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There are additional UCCs in D&B's file on this company available by contacting 1-800-244-0387.

Special Events

SPECIAL EVENTS
### Financials - D&B

**Financials**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td>37,992,080</td>
</tr>
<tr>
<td>Total Current Liabilities</td>
<td>20,284,360</td>
</tr>
<tr>
<td>Tangible Net Worth</td>
<td>25,108,630</td>
</tr>
<tr>
<td>Net Income</td>
<td>2,373,850</td>
</tr>
<tr>
<td>Current Ratio</td>
<td>1.82</td>
</tr>
<tr>
<td>Working Capital</td>
<td>27,198,209</td>
</tr>
<tr>
<td>Other Assets</td>
<td>1,856</td>
</tr>
<tr>
<td>Long Term Liabilities</td>
<td>0</td>
</tr>
</tbody>
</table>

### Statement Information

<table>
<thead>
<tr>
<th>Source Information</th>
<th>Exception of data; if any, not indicated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit And Loss Information</td>
<td>from 01/01/2015 to 06/30/2015 annual sales $328,596,302; cost of goods sold $275,175,098; gross profit $53,421,204; operating expenses $6,320,000; operating income $57,101,204; other income $73,000; net income before taxes $73,177,000; net income $73,177,000.</td>
</tr>
<tr>
<td>Reporter Comments</td>
<td>D&amp;B has updated this report using available sources.</td>
</tr>
</tbody>
</table>

**Financial Ratios**

<table>
<thead>
<tr>
<th>Ratio for the business</th>
<th>Industry Median</th>
<th>Industry Quartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profitability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return on Assets</td>
<td>8.3</td>
<td>4.4</td>
</tr>
<tr>
<td>Return on Net Worth</td>
<td>16.7</td>
<td>8.5</td>
</tr>
<tr>
<td>Return on Sales</td>
<td>3.6</td>
<td>1.4</td>
</tr>
<tr>
<td>Short Term Leverage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities to Inventory</td>
<td>949.9</td>
<td>501.1</td>
</tr>
<tr>
<td>Current Liabilities Over Net Worth</td>
<td>1,024.4</td>
<td>1,772.2</td>
</tr>
<tr>
<td>Current Ratio</td>
<td>2.0</td>
<td>1.5</td>
</tr>
<tr>
<td>Quick Ratio (Net Current = Inventory)</td>
<td>1.8</td>
<td>1.1</td>
</tr>
<tr>
<td>Efficiency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable to Sales</td>
<td>-</td>
<td>14.5</td>
</tr>
<tr>
<td>Asset Over Turn</td>
<td>31.2</td>
<td>39.3</td>
</tr>
<tr>
<td>Collection Period</td>
<td>66.9</td>
<td>62.1</td>
</tr>
<tr>
<td>Sales to Inventory</td>
<td>393.9</td>
<td>31.3</td>
</tr>
<tr>
<td>Sales Over Net Working Capital</td>
<td>6.5</td>
<td>9.9</td>
</tr>
<tr>
<td>Utilization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Liabilities Over Net Worth</td>
<td>162.4</td>
<td>209.0</td>
</tr>
</tbody>
</table>

**Company Profile**

<table>
<thead>
<tr>
<th>Category</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Sales</td>
<td>$53,421,204</td>
</tr>
<tr>
<td>Address</td>
<td>PO Box 607005, Dallas, TX 75260, United States</td>
</tr>
<tr>
<td>Telephone</td>
<td>214-244-8800</td>
</tr>
<tr>
<td>CEO</td>
<td>Regional General Manager, 1999</td>
</tr>
<tr>
<td>Company Overview</td>
<td>10/02/1999</td>
</tr>
<tr>
<td>Date of Incorporation</td>
<td>11/02/1989</td>
</tr>
</tbody>
</table>

- 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.
**BETWEEN REGISTRATION**

Corporate and business registrations reported by the secretary of state or other official source as of 2:41-09-06
This data is for informational purposes only, verification can only be obtained through the Office of the Secretary of State.

**Registered Name:** SASSIGOVERNMENT SOLUTIONS, INC.

**Corporation Type:** Corporation (ES)

**Business Commenced On:** 1999

**State of Incorporation:** TEX

**Date Incorporated:** 11/22/1999

**Registration ID:** 0715061500

**Registration Status:** IN EXISTENCE

**Filing Date:** 11/02/1999

**Where Filed:** SECRETARY OF STATE

**Registered Agent:**

**Address:** C 1 CORPORATION SYSTEM

**Registered Principal:**

**Name:** THAI HUE TLEE

**Title:** Director

**Address:** 72 RAINIE ST STE 2302, AUSTIN, TX, 787010000

**Name:** KOGUAN LEO

**Title:** Director

**Address:** 72 RAINIE ST STE 2302, AUSTIN, TX, 787010000

**Name:** KOGUAN LEO

**Title:** Director

**Address:** 1381 SOUTH MO-PAC EXPRESSWAY, AUSTIN, TX, 787460000

**FACILITIES & EMPLOYEES**

The following information was reported on 08/29/2000

The Texas Secretary of State's business registration file showed that SASSIGOVERNMENT SOLUTIONS, INC. was registered as a Corporation on November 2, 1999 under the file registration number 1229154795.

**Business started:** 1999.

**KOGUAN LEO:** Address not available.

**THAI HUE TLEE:** Address not available.

**KOGUAN LEO:** Address not available.

**THAI HUE TLEE:** Address not available.

**TM International Corp.**

**International Corp.**

Business offices: 1381 South Mo-Pac Expressway, Austin, TX 78746.

Business offices: 1381 South Mo-Pac Expressway, Austin, TX 78746.

**BUSINESSES ACTIVITIES AND EMPLOYEES**

The following information was reported on 08/29/2000

**Description:** Wholesale software, wholesale prepackaged software and business oriented software.

**Advisory:** Telephone: (512) 854-6076

**Terms:** As predetermined. Take to commercial concerns.

**Employee:** Undetermined which includes officers.

**Insurance:** Unsecured

**Security:** None

**Facilities:** Items present in a building.

**Related Concerns**

**SIC CODES**

<table>
<thead>
<tr>
<th>SIC Code</th>
<th>SIC Description</th>
<th>Percentage of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Wholesales software</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepackaged software</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Business oriented software</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIC Code</th>
<th>SIC Description</th>
<th>Percentage of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>7312</td>
<td>Computer software</td>
<td></td>
</tr>
</tbody>
</table>
Prepackaged software
Business-oriented computer software

423430
Computer and Computer Peripheral Equipment and Software Merchant Wholesale
553210
Software Publishers
923140
Software Publishers

GOVERNMENT ACTIVITY

Activity Summary
Borrower/Originator
No
Administrative Debt
No
Contractor
Yes
Grantee
No
Firm excluded from federal programs
No
Possible candidate for socio-economic program consideration
Yes (2003)

Small Business
Yes

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.

Account Number
Endorsement/Billing Reference *
keith_markowski@shi.com
Sales Representatives
Credit Limit
Total Outstanding

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