



NJEDGE.NET, INC.

As Lead Agency for the New Jersey Department of Community Affairs approved
EdgeMarket Cooperative Pricing System #269EMCPS

Request for Proposals for Microsoft Licensing Solution Providers Services

Bid No. 269EMCPS-19-001

**Bid Opening Date: September 25, 2018 at 2:00pm
Eastern**

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NOTICE

Notice is hereby given that sealed proposals will be received by NJEdge as the Lead Agency for the New Jersey Department of Community Affairs approved EdgeMarket Cooperative Purchasing System #269EMCPS in accordance with N.J.S.A. 40a:11-4.1. Proposals will be accepted until **September 25, 2018 at 2:00pm** in the office of the Purchasing Agent NJEdge located at **218 Central Avenue, Suite 3420, Newark NJ 07102**, at which time they will be publicly opened and read.

Proposals will be accepted for the following services:

Microsoft Licensing Solution Providers Services, RFP #269EMCPS-19-001

Proposals must be submitted together with all required standard proposal forms, which may be obtained with the specifications at the NJEdge office located at 218 Central Ave., Suite 3420, Newark NJ 07102 or on the EdgeMarket website at www.njedge.net/solutions/edgemarket/. All addendums will be issued on the website and forwarded to all parties advising EdgeMarket that they have obtained a bid package. Anyone downloading the bid package should notify the purchasing agent so that addendums can be forwarded. All interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addendums related to this procurement and of the proper location and time of bid opening. EdgeMarket assumes no responsibility for proposals that are improperly mailed, undelivered, late, mislabeled or misdirected.

All proposals must be submitted in a SEALED envelope plainly marked "**Microsoft Licensing Solution Providers Services**" and addressed to EdgeMarket at the above address c/o NJEdge. Bids must be submitted in DUPLICATE with an electronic version on a flash drive. A NJ Business Registration Certificate and the form price sheet shall be at the beginning of the packet.

Any questions must be forwarded in writing to the NJEdge at PurchasingAgent@njedge.net no later than **September 5, 2018 at 5:00pm**. No questions received after that date will be answered. No verbal questions will be answered.

The duration of this contract will be **for three (3) years**, with two (2) one-year options to extend in the discretion of EdgeMarket. EdgeMarket reserves the right to reject any or all bids in whole or in part, to waive any formalities or irregularities in any bid, and to accept the bids, which in its discretion, within New Jersey law, are in the best interests of EdgeMarket, price and other evaluative factors considered.

Bidders are required to comply with the requirements of *N.J.S.A. 10:5-31 et seq* and *N.J.A.C. 17:27*. A Political Disclosure Form is required with all proposals.

PLEASE NOTE THAT BID OPENING TIME IS 2:00 PM Eastern on September 25, 2018.

EdgeMarket Cooperative Pricing System - Overview

The EdgeMarket Cooperative Pricing System (“EdgeMarket”), serves as the lead for the New Jersey state approved cooperative pricing system #269EMCPS. EdgeMarket is the cooperative pricing system formed by NJEDGE.NET, INC. (“NJEdge”) a consortium organized pursuant to N.J.S.A. 18A:3B-8d and consisting of member institutions who are public research universities, state and independent colleges and universities, two-year community colleges, K-12 school districts, hospitals and government agencies. With its approval as a Lead Agency for a cooperative purchasing system, NJEdge is able to expand the scope of its purchasing contracts to reach any public entity permitted to participate in a cooperative purchasing system. The mission of EdgeMarket is to leverage its educational and technical research experience to bring cutting edge technology solutions to its members. With the large market that this status allows it to serve, EdgeMarket seeks to procure cutting-edge technical solutions for its multiple member entities and, through the volume purchasing advantages of the co-op, provide measurable cost savings to its members beyond that currently available.

Respondents to this procurement who receive an award may sell to all EdgeMarket co-op members in the State, and beyond. Nonmembers wishing to purchase from the contract may do so after adopting a resolution authorizing the entity to join the co-op and executing the co-op agreement.

All Respondents submitting a proposal in response to this RFP must submit one original paper response, one copy of the paper response and one electronic copy. All electronic copies must be saved in PDF format for signed documents, or if unsigned then in their original format (i.e., if data is in an Excel table, then the response should also be in the Excel format in the electronic copy).

Contracts awarded through the EdgeMarket co-op must comply with all procurement laws of the State of New Jersey. All member entities may thereafter use EdgeMarket contracts without resorting to their own procurement process because the EdgeMarket process has already met all New Jersey procurement requirements. New Jersey law permits any co-op member entity to purchase from co-op contracts in any amount as long as the purchase conforms to the original contract specifications. Member entities do not have to conduct their own procurements or solicit quotations when purchasing from the co-op. Similar to state contract purchases, the co-op member entity may make efficient and cost-effective purchases from the co-op contracts without the necessity and difficulty of drafting technical specifications and conducting their own procurement process.

State laws permit cooperative purchasing contracts in the belief that lower prices will be the result. A contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency can get through its own bid, a cooperatively bid contract makes no sense. Accordingly, EdgeMarket requests that respondents only respond if they are able to offer prices lower than what they ordinarily offer on separate, public educational institution, public college or university, community college, vocational or technical school, municipal government, and other governmental and quasi-governmental, organization contracts.

SPECIFICATIONS

It is the intention of EdgeMarket to obtain proposals, pursuant to the Competitive Contracting process N.J.S.A. 40A:11-4.1 et seq., in the form of bids to be submitted in accordance with the requirements set forth herein, from qualified vendors for the provision of Microsoft Licensing Solution Providers (LSP) services.

Bid proposals will be received by the EdgeMarket on September 25, 2018 at 2:00pm in the office of the NJEdge located at 218 Central Avenue, Suite 3420, Newark NJ 07102.

I. PROPOSAL EVALUATION / AWARD OF CONTRACT

- A. Award Methodology. The methodology for the awarding of this contract shall be based on an evaluation and ranking, which shall include technical, management and cost-related criteria, and shall include a weighing of criteria all developed in a way to meet the specific needs of EdgeMarket, and designed so such criteria shall not unfairly or illegally discriminate against or exclude otherwise capable bidders. N.J.S.A. 40A:11-4.4(b).
- B. Proposal Evaluation Committee. Proposals shall be evaluated by an Evaluation Committee composed of employees of NJEdge.Net. Representatives from member entities may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultants in an advisory role.
- C. Oral Presentation/Clarification of Proposal. A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal. The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors. It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard shall not be construed to imply acceptance or rejection of a proposal. NJEdge will be the sole point of contact regarding any request for an oral presentation or clarification.
- D. Evaluation Criteria. The following evaluation criteria categories, not listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process. Bidders' responses should address each of the following categories:
 1. The bidder's general approach and plans in meeting the requirements of this RFP, including the completeness of the bid response, amendments, exceptions, and bid as specified or alternative specified;
 2. The bidder's detailed approach and plans to perform the services required under this RFP, including the bidder's marketing proposal to ensure the successful marketing of this program on a statewide basis to all eligible entities;

3. The bidder's documented experience in the successful completion of contracts of a similar size and scope to that required by this RFP;
4. The qualifications and experience of the bidder's professionals, supervisory or other key personnel assigned to the contract, with the emphasis on documented experience in successfully completing work on contracts of similar size and scope to that required in this RFP and including:
 - a) Number of years as a Microsoft LSP;
 - b) Experience working with educational institutions;
 - c) Number and quality of references provided;
 - d) Demonstrated familiarity with Microsoft and similar programs.
5. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. The evaluation will include, but not be limited to the following factors: the bidder's ability to serve the co-op in an expeditious and efficient manner; the number and qualifications of professionals, supervisory and other staff proposed by the bidder to complete the contract; and the availability and commitment to the contract of the bidder's professionals, supervisory and other staff proposed; and including, but not limited to:
 - a) Help Desk Operations;
 - b) Ordering process;
 - c) Service and support.
6. The bidder's price proposal, which shall be the highest weighted factor, but not the only factor.

The weighting to be accorded to the evaluative categories will be available at 2:00pm on September 25, 2018 at the opening of bids.

EdgeMarket reserves the right to reject any and all bids received in response to this advertisement in accordance with N.J.S.A. 40A:11-13.2, if determined to be in the best interest of the co-op. All bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Further, if awarded a contract, your company/firm will be required to comply with the above-cited statutory requirements.

Questions regarding the technical aspects of this document must be emailed to PurchasingAgent@njedge.net and shall be submitted not later than 5pm ET on September 5, 2018.

II. SCOPE OF WORK FOR MICROSOFT LICENSING SOLUTION PROVIDERS SERVICES

EdgeMarket is seeking bid proposals from qualified vendors for the provision of Microsoft Licensing Solution Providers Services in accordance with the below-referenced requirements. The contract scope shall be as set forth below.

Microsoft Master Agreement Details Relevant to Potential LSP Requirements.

The following points relate to the expected scope of the Microsoft Master Agreement and requirements to be carried out by the LSP. LSP bidder is required to indicate their ability to satisfy the requirements as detailed below.

A. Only proposals from Microsoft-authorized LSPs will be considered.

B. Microsoft has determined that, on an individual basis, most NJEdge Members would have a Knowledge Worker User count entitling them to either Level A or B discounted prices for Microsoft Enterprise Agreement or Enrollment for Education Solutions subscriptions. However, under the proposed Master Agreement that NJEdge contemplates entering into with Microsoft on behalf of its Members, all NJEdge Members would be eligible for Level C or D discounted prices for these subscription, as well as all other products and services from Microsoft.

C. LSP will provide Microsoft software products and related LSP services to NJEdge Member institutions. Pricing for these products and services will reflect the most current Microsoft LSP Cost, based on the pre-negotiated discounts detailed above, plus a percentage markup which includes the 2% administrative fee to be provided to NJEdge on at least a quarterly basis.

D. LSP will be required to work closely with each participating member and ensure the required documentation is in place as needed. Participants will subscribe to a product baseline (e.g., Microsoft 365 A3/E3, Microsoft 365 A5/E5, etc.) with the option to procure other products and services.

E. LSP will be required to thoroughly review and execute the enrollment options provided by Microsoft and submit Microsoft Enrollment Agreements executed by NJEdge Members and obtain a Microsoft Enrollment Number, prior to placing orders under this contract.

F. LSP will be provide all sales, support, management and reporting services required to process and account for Authorized User requests for Microsoft software products and LSP services under the applicable Microsoft Software License Agreement.

G. LSP will act as the primary liaison with the prospective and participating members of the consortia and therefore will assign a dedicated sales team specific to the NJEdge agreement that includes representatives residing in New Jersey, including Microsoft Licensing and Technical specialists. It is required that members of this team be thoroughly trained and experienced in the requirements and processes related to Microsoft consortia agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions.

H. LSP will be responsible for servicing and administering each enrollment underneath the

agreement, ensuring prompt processing of all enrollment forms, and ensuring each enrollment is properly placed against the Microsoft Software License Agreement.

I. LSP will provide written quotations to NJEdge Members upon request, which will include at a minimum:

- a. Microsoft Product Number
- b. Microsoft Product Name
- c. Quantity
- d. NJEdge Discount Price

J. LSP will promptly report all orders to Microsoft and NJEdge in accordance with the provisions in the applicable agreement.

K. LSP will generate and issue electronic and/or paper copy "Order Confirmation Reports" for each product ordered by an NJEdge Member. This report will be issued for purchases, including those orders that may be aggregated on a single purchase order document, and provided to NJEdge Members within 15 days after request and should include, at a minimum:

- a. The name of NJEdge Member (ordering entity)
- b. NJEdge Member's purchase order number (as provided to LSP)
- c. NJEdge - Microsoft Master Agreement Number
- d. Microsoft Enrollment Number
- e. Microsoft product number and quantity ordered
- f. Microsoft product description (including language and/or version number)

L. LSP must provide and support a website for Microsoft Electronic Software Distribution (ESD) Program for each participating Member for purposes of electronic software distribution.

M. LSP must provide and support the ESD program for students, faculty, and staff in support of Student Option, Work at Home Rights, and Home Use or any other similar program.

N. LSP will identify potential users and actively market the program, potentially at times in conjunction with Microsoft, through methods such as those below. The LSP will be required to present an annual marketing plan to be approved and held accountable to by NJEdge.

- a. Regional in-person annual meetings
- b. Personal sales calls
- c. Mass mailings / Email marketing
- d. Webinars
- e. In-person training

f. Participation in NJEdge conferences and events

O. LSP will develop within 30 days of award, and maintain for the duration of the program, a website to provide information specific to this contract. No other products or solutions except for those available through NJEdge and this Microsoft contract may be advertised on this website. At a minimum, the website should assist Authorized Users in identifying and contacting their dedicated sales support staff; Provide general information on the benefits of the agreement and a concise process overview of how to participate; Allow Authorized Users to independently obtain product information such as product number, product name, discount price, and quantity; Allow Authorized Users the ability to download and print the entire NJEdge Member price list as well as pricing for individual items or groups of items. The website shall be subject to the approval of NJEdge in its reasonable discretion.

P. LSP will provide quarterly and annual, as well as any other reports upon NJEdge's request, detailing purchases made by consortium members.

Q. If subsequent to the signing of a contract pursuant to this RFP, any Co-op Member is offered a better rate by a bidder for the services outlined by this contract, the rates provided hereunder will be adjusted accordingly to reflect those of the more favorable offering. If the bidder offers better rates individually to any Co-op Member, the provider agrees that those rates can be applied to this contract.

R. LSP's proposal submitted in response to this RFP shall constitute a binding offer. In the event of any conflict or inconsistency between terms of this RFP and the response, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to the RFP, and last to LSP's proposal.

III. PROPOSAL REQUIREMENTS

Each proposal must clearly demonstrate experience and expertise in the provision of services necessary to perform the contract. Bidders must submit a proposal that contains the following:

- A. The name of the bidder, the principal place of business and, if different, the place where the services will be provided. Bidder shall address its ability to service co-op members across the entire State of New Jersey.
- B. A description of bidder's overall experience in providing the type of services sought here. At a minimum, the following information on past experience should be included as appropriate:
 - 1. Description and scope of work by bidder;
 - 2. Explanation of perceived relevance of the experience to the specifications; and
 - 3. Education, qualifications, experience, and training of all professionals who would be assigned to provide services along with their names, titles and resumes.
- C. A narrative statement of the bidder's understanding of the contract needs and goals.
- D. Bidder shall supply the last three (3) year's audited financial statements. Bidder may designate financial statements confidential and may submit them in a separate envelope within the sealed bid envelope that is marked "confidential financial statements."
- E. Bidder shall provide at least three references – preferably co-op members or educational institutions –including organization name, contact person, e-mail address and telephone number. NJEdge reserves the right to contact other users of the provider's service, and include their responses as part of the evaluation. Failure to provide references as part of its proposal may eliminate the respondent from further consideration.
- F. Respondents are invited to submit related collateral materials, brochures, testimonials or other documentation that supports their response. A copy of the form of agreement respondent will propose NJEdge.net execute in connection with the contract award hereunder must be provided.

IV. COST PROPOSAL

Bidders should submit a detailed cost proposal reflecting its discounted price from list price.

V. GENERAL CONDITIONS AND REQUIREMENTS

A. Deadline for Request for Proposal

- 1. Sealed proposals for the work described will be received in the:

Purchasing Department
NJEDGE.NET, Inc.
218 Central Avenue, Suite 3420
Newark, NJ 07102

NO LATER THAN 2:00 PM, September 25, 2018. PROPOSALS WILL THEN BE PUBLICLY OPENED AND READ ALOUD.

2. Proposals must be delivered to or mailed and received at the Purchasing Office no later than **2:00pm, September 25, 2018** and clearly marked **MICROSOFT LARGE ACCOUNT RESELLER SERVICES - BID No. 269EMCPS-19-001** at the place and on the date set for receipt of proposals.

Proposals received after the established deadline, even if mailed prior to such time and date, will be held unopened, unless NJEDGE.net determines that the proposal shall be received and considered.

B. Postponement of deadline for Request for Proposal

NJEDGE.net reserves the right to postpone the date and time announced for receipt of proposals. Such postponement may be made at any time prior to the established date and time for receipt of proposals by notice of RFP addendum to all potential bidders.

C. Interpretation and Addenda

1. The proposal, based upon the specifications, shall be held as made with full knowledge of conditions and requirements.

2. Inquiries regarding this RFP shall be directed to the Purchasing Department at NJEdge.net.

3. To facilitate the exchange of information, questions regarding the RFP may be communicated in writing via email to PurchasingAgent@njedge.net and referencing the RFP section **no later than close-of-business, September 5, 2018**. If a change or further explanation is deemed necessary, NJEDGE.net will notify all proposers by addendum to the RFP. Receipt of any addenda must be acknowledged by all proposers on their proposals using the acknowledgement of addenda form found herein.

D. Errors in Proposals

Proposers or other authorized representatives of the proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the proposer's own risk, and it cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of proposers and such errors will result in the rejection of the bid, if material.

E. Proposal Changes, Modifications, and Withdrawal

All changes, corrections, and erasures in the original proposal must be initialed by the person signing the proposal. Modifications and withdrawals will be accepted from the proposer prior to the deadline for receipt of proposals in written or printed form.

F. Supplemental Materials

Proposers are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, and completed forms requested as part of the proposal package, and any other facts which may affect the evaluation and subsequent contract award, should be included. Materials such as legal documents and contractual agreements, which the proposer wishes to have NJEDGE.net include as condition of the proposal, must also be in the returned proposal package. Failure to include all proper supplemental materials may be cause for NJEDGE.net to reject the entire proposal.

G. Collusion

The proposer, by affixing its signature to the proposal, agrees to the following: “Proposer certifies that this RFP is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same services, and is in all respects fair, without outside control, collusion, fraud, or other illegal action.”

H. Conflict of Interest

Proposers are required to disclose the names of any officials or employees of the company who have a material financial interest (in excess of 5 percent) in the proposer’s firm.

I. Patent Fees, Royalties, and Licenses

If the proposer elects and desires to use any design, trademark, device, trial or process covered by letters of patent or copyright, the proposer shall indemnify and save harmless NJEDGE.net from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the RFP or the work agreed to be performed under any resulting contract with NJEDGE.net and the proposer shall indemnify NJEDGE.net for any costs, expenses, or damages which the NJEDGE.net may be obliged to pay by reason of any infringement at any time during the prosecution of or after completion of the RFP or the work.

J. Familiarity with Laws

The proposer shall observe and comply with all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The proposer shall indemnify and save harmless NJEDGE.net all of their officers, vendors, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance or regulation, whether by proposer, its employees, or any subcontractor. If any discrepancy or inconsistency is discovered in any resulting contract between the successful proposer and NJEDGE.net for the RFP work in relation to any such law, ordinance, regulation, order or decree, the proposer shall forthwith report the same to NJEDGE.net in writing and any necessary change shall be adjusted by appropriate contract modification. The proposer shall at all times observe and comply with, and cause all its subcontractors and employees to observe and comply with, all such existing laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify NJEDGE.net, their officers, and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order to decree, whether by proposer or its employees. Ignorance on the part of the proposer will in no way relieve it from responsibility.

K. Silence Of Specifications

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in construction of such items and shall be an established supplier of the item proposed.

L. Bid Price Guarantee/Proposal Acceptance – Sixty (60) Days (N.J.S.A. 40A:11-24).

Award of contract or rejection of all bids shall occur within sixty (60) days. All bidders shall agree to guarantee their proposal and pricing for a period of sixty (60) days from the Bid Opening. The proposal/bid of any bidder who consents thereto may, at the request of EdgeMarket prior to the expiration

of the initial sixty (60) days, be held for such longer period as may be agreed by EdgeMarket and the bidder in accordance with N.J.S.A. 40A:11-24.

M. Rejection Of Proposals

Proposals not submitted on the forms and in accordance with the instructions contained herein may be rejected. NJEdge reserves the right to waive any minor and nonmaterial deviations, in its best interests. Deviation from material terms and conditions of this RFP shall result in rejection of the proposal.

N. Insurance

Proposer must have the necessary insurance coverage, and the successful proposer(s) will be required to submit proof of insurance before work can begin. (See Attachment)

O. New Jersey prevailing Wage Act

Every contractor and subcontractor shall comply with the New Jersey Prevailing Wage Act, laws of 1963, Chapter 150 (*where applicable*).

P. Award

NJEDGE reserves the right to accept or reject any or all proposals. NJEDGE reserves the right to award the contract in whole to one proposer or individually to two or more proposers if it is in NJEDGE's best interest to do so.

Q. Evaluation

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for NJEDGE. NJEDGE's evaluation shall be based on all factors, which have a bearing on price and performance of the items in the user environment and shall be consistent with the evaluative criteria identified herein. Compliance with all requirements, delivery and need of the using EdgeMarket members are considerations in the evaluation of each proposal. Pricing is NOT the only criteria for making a recommendation award.

R. Subletting or Assigning of Agreement

Proposer shall not sublet, sell, transfer, assign, or otherwise dispose of any resulting contract or any portion thereof or of the work provided for therein, or of its right, title, or interest therein, to any person, firm or corporation without the written consent of NJEDGE.net.

S. Termination

NJEDGE.net reserves the right to terminate any contract resulting from this RFP for default if the successful proposer breaches any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which NJEDGE.net may have under the contract or in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to NJEDGE.net's satisfaction and/or to meet all other obligations and requirements. Any resulting contract may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified therein.

T. Confidentiality

Please be advised that NJEDGE.net cannot keep confidential any business data received in response to the RFP, including but not limited to any such data which may be subject to disclosure under New Jersey's Open Public Records Act or other similar law or statute. Proposals SHOULD NOT BE MARKED AS "CONFIDENTIAL." All proposals that have been submitted shall be available and open for public inspection consistent with the New Jersey Open Public Records Act.

U. Compliance with Laws

Proposer assures compliance with all applicable federal, state and local laws, rules and regulations and executive orders, as amended, including but not limited to: (a) Non-Discrimination In Employment and Equal Employment Opportunity (NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq; Titles VI and VII of the Civil Rights Act of 1964; Executive Orders 11246 and 11375 as implemented by 41 CFR Part 60; Rehabilitation Act of 1973, Section 504; Age Discrimination Act of 1976; and Title IX of Higher Education Act of 1972); (b) Drug-Free Workplace Act of 1988 (34 CFR Part 85); (c) Byrd Anti-Lobbying Amendment (31 USC 1352); (d) Protection of Human Subjects (45 CFR Part 46); (e) Clean Air Act (42 USC 7401 et seq.); (f) Water Pollution Control Act (33 USC 1251 et seq.); (g) Notification of Employee Rights Concerning Payment Of Union Dues (Executive Order 13201 as implemented by 29 CFR Part 470); (h) Fair Labor Standards Act of 1938 (29 CFR Part 5); and (i) US Export Control (Arms Export Control Act, 22 USC 2751-2794; International Traffic and Arms Regulation, 22 CFR Part 120; Arms Administration Act, 50 USC 2401-2420; and Export Administration Regulations 15 CFR 730-774). This provision shall be included in all sub-award documents related to this Purchase Order at all tiers.

V. AFFIRMATIVE ACTION REQUIREMENTS

Each contractor shall submit to the public agency, after notification of award but prior to execution of a contract, one of the following three documents:

- A. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- B. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- C. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4 (Exhibit D).

Please note: A completed and signed Affirmative Action Compliance Notice is required with submission of bid (Exhibit B). If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq. (Exhibit A).

W. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq. (Exhibit C).

X. BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 40A:11-21; -22)

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to EdgeMarket.

A. Bid Guarantee REQUIRED NOT REQUIRED

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten per cent (10%) of the amount of the annual contract, but not in excess of \$20,000. This guarantee shall be made

payable to NJEdge.Net. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed and surety (performance) bond is filed with the EdgeMarket.

The bid security check for unsuccessful respondents will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. EdgeMarket will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

EdgeMarket will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

Failure to submit a bid guarantee when required shall be cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety REQUIRED NOT REQUIRED

When required, each respondent shall submit with its bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 40A:11-22). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. Failure to submit the certificate (consent) of Surety, when required, will be cause for disqualification and rejection of bid.

C. Performance Bond REQUIRED NOT REQUIRED

When required, the successful respondent shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute. For this bid, EdgeMarket requires a performance bond in the amount of two percent (2%).

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

Y. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2 and 40A:11-23.2)

Pursuant to N.J.S.A. 52:25-24.2, no corporation or partnership will be awarded a contract unless prior to the receipt of bids or accompanying the bid, said corporation or partnership shall have submitted a statement setting forth the names and addresses of all partners in the partnership or corporate owners who own a 10% or more interest in the bidder. (Exhibit G). This requirement applies to all forms of

corporate ownership and partnership, including limited liability companies, limited partnerships, limited liability partnerships and Subchapter S Corporations. If the owner is itself a corporate or partnership entity, disclosure must continue until there are no further 10% owners in any such entity to disclose. Failure to submit a fully completed Stockholder Disclosure form will result in rejection of the proposal. N.J.S.A. 40A:11-23.2. (Exhibit G).

Z. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each contractor submit proof of business registration with the proposal and to each public entity upon request. A copy of the Business Registration Certificate (BRC) shall constitute proof of registration. A BRC may be obtained from the New Jersey Division of Revenue via their website at www.nj.gov/njbs or they may be contacted at (609)292-1730.

AA. NON-COLLUSION AFFIDAVIT

The non-collusion affidavit must be properly executed and submitted with the Proposal. (Exhibit H).

BB. POLITICAL CONTRIBUTIONS DISCLOSURE FORM (PAY TO PLAY)

In accordance with Chapter 271, New Jersey Laws of 2005, for all contracts in excess of \$17,500.00 that are not awarded pursuant to a "fair and open" process, vendors must submit with their proposal a list of political contributions, which are reportable (above \$300.00) and made by the vendor during the preceding 12 month period.

Further, starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

CC. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (N.J.S.A. 40A:11-23.2)

The acknowledgment of receipt of notice of revisions or addenda to the advertisement or specifications must be completed and submitted with the Proposal when addenda have been issued. (Exhibit I)

DD. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

In accordance with P.L. 2012, c.25, all bidders must complete and submit with their Proposal a Disclosure of Investment Activities in Iran form. (Exhibit F).

EE. BID PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern. EdgeMarket assumes no responsibility to recalculate totals if award is made on the basis of totals.

FF. BID PROPOSAL FORM

All bids are to be written in a legible manner on the official Bid Proposal Form (Exhibit J). Any bid price showing any erasure or alteration must be initialed by the respondent in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid. If the Bid Proposal Form contains more than one sheet, then respondents are requested to sign and fill in the rest of the required information on each sheet.

EdgeMarket will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Respondents are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If respondents do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it may be cause to disqualify that particular bid as non-responsive.

By submitting a proposal, the respondent certifies that he/she has carefully examined the contract documents, addenda, if any, and the site; and that from his/her investigation, he/she has satisfied himself/herself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he/she fully understands the intent and purpose thereof, his obligations thereunder, and that he/she will not make any claim for, or have any right to damages, because of the lack of any information.

Each respondent submitting a bid for a service contract shall include in his/her bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the contract documents.

Respondents are to submit one bid price per item. Multiple bids on an individual basis will not be accepted, nor will conditional or "all or none" bids subject to the respondent receiving the entire contract be accepted.

GG. ADMINISTRATIVE FEE

The Contractor will be required to remit an administrative fee to NJEdge equal to two percent (2%) of all amounts paid by public entities to the Contractor under any contract awarded hereunder. Such fees shall be remitted on a quarterly basis. Together with the remitted fees, the Contractor shall prepare and submit quarterly reports detailing all amounts paid by public entities to Contractor under the Contract. The two percent (2%) administrative fee is to be included in the Contractor's fees and shall not be billed as a separate item to any participating public entity.

HH. QUESTIONS, RFP TERMS, CHALLENGES AND EXCEPTIONS

Any questions or explanations sought by a Contractor shall be made to the NJEdge in writing. In order to be considered, a written request/question must be received by September 5, 2018 at 5:00pm. Questions/requests for clarification shall be submitted to PurchasingAgent@njedge.net Any addenda will be emailed to each Contractor that has received a set of the RFP documents from EdgeMarket, posted on the EdgeMarket website and will be on file with the NJEdge. Contractors must notify EdgeMarket of name, address, email address, telephone number and fax number in order to receive any addenda.

Contractors are expected to examine the specifications and related documents with care. Any ambiguities, errors or omissions shall be brought to the attention of EdgeMarket in writing. Any challenges to the specifications must be filed in writing not less than three (3) business days prior to the opening of bids in accordance with N.J.S.A. 40A:11-13. Challenges filed after that time will be considered void and having no impact on EdgeMarket or the award of the Contract.

Unless a Contractor submits with their Proposal, a list of exceptions to this RFP or any addenda issued, it shall be assumed that the Vendor has taken no exceptions to this RFP. **Any exceptions made by any Contractor must be clearly labeled and noted in their Proposal. Any exceptions**

made to any material condition or term of the RFP will be cause for the rejection of the proposal.

**BID CHECKLIST
EDGEMARKET COOPERATIVE PRICING SYSTEM**

Documents to be returned with Proposal, in addition to Proposal:

1. Affirmative Action Compliance Notice (Exhibit B) _____
2. Bid Proposal Form (Exhibit J) _____
3. Non-Collusion Affidavit (Exhibit H) _____
4. Statement of Ownership (Exhibit G) _____
5. Disclosure of Investment Activities in Iran (Exhibit F) _____
6. New Jersey Business Registration Certificate _____
7. Acknowledgement of Receipt of Addenda (Exhibit I) _____
8. McBride Principles form (Exhibit E) _____
9. IRS Form W-9 _____
11. Mandatory Affirmative language (Exhibit A) _____
12. Statement of Suspension or Debarment _____
13. New Jersey Anti-Discrimination Provisions _____
14. Vendor Contact Form (Exhibit K) _____

The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A.40A:11-23.2.

**EXHIBIT A
EDGEMARKET COOPERATIVE PRICING SYSTEM**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. Of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**EXHIBIT B
EDGEMARKET COOPERATIVE PRICING SYSTEM**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (A) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (B) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (C) A photocopy of an employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employees Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____
PRINT NAME: _____
DATE: _____
SIGNATURE: _____
TITLE: _____

EXHIBIT C
EDGEMARKET COOPERATIVE PRICING SYSTEM

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor _____ and the EdgeMarket Cooperative Purchasing System (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities act of 1990 (the "Act") (42 U.S.C. S121 01 et seq., which prohibits discrimination on the basis disability by public entitles in all services, program, and activities provided or made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant there unto, are made a part of this agrees that the performance shall be in strict compliance with the Act. In the evet that the contactor, its agents, servants, employees, or subcontractors violate or are alleged to have violates the Act during the performance of the contract shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and slave harmless the owner, its agent, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In an y and all complaints brought pursuant to owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner of any of its agent, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to the contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnifications clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from an y liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT D
EDGEMARKET COOPERATIVE PRICING SYSTEM
Form NJ AA302 / Certificate of Employee Information Report (CEIR)

Form AA302
 Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	INAUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****					
	TOTAL (Cols. 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

Form available at: https://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

**NJ Department of the Treasury Division of Purchase & Property Contract Compliance Audit Unit
EEO Monitoring Program
Trenton, New Jersey 08625-0206
Telephone No. (609) 292-5473**

**EXHIBIT E
EDGEMARKET COOPERATIVE PRICING SYSTEM**

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ VENDOR/BIDDER: _____

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

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

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

CHECK THE APPROPRIATE BOX

- The Vendor/Bidder has no business operations in Northern Ireland; or
- OR**
- The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

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

Signature _____

Date _____

Print Name and Title _____

EXHIBIT F
EDGEMARKET COOPERATIVE PRICING SYSTEM
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Authority must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Respondents must review this list prior to completing the below certification. Failure to complete the certification will render a Respondent's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, the Authority shall take action as may be appropriate and provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the respondent listed above nor any of the respondent's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

- I am unable to certify as above because the respondent and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN (IF APPLICABLE)

You must provide a detailed, accurate and precise description of the activities of the responding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS, PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.

Name _____

Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Respondent's Contact Person _____

Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the College is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the College to notify the College in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my contract(s) with the College which, at its option, may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

**EXHIBIT G
EDGEMARKET COOPERATIVE PRICING SYSTEM**

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

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

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		Date:	

**Exhibit H
EDGEMARKET COOPERATIVE PRICING SYSTEM**

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____:

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

I am _____ of the firm of _____
(title or position) (name of firm)

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

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

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

Subscribed and sworn to

before me this day

Signature

_____, 20____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**EXHIBIT I
EDGEMARKET COOPERATIVE PRICING SYSTEM**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

pNo addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**EXHIBIT J
EDGEMARKET COOPERATIVE PRICING SYSTEM**

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____
Amount, shown as a percentage discount

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

**EXHIBIT K
EDGEMARKET COOPERATIVE PRICING SYSTEM**

VENDOR CONTACT FORM

If you are awarded a contract with NJEdge, we will post this contact information on our website for members seeking quotes or other sales-related inquiries. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls and have knowledge of your award:

Bid:	
Vendor:	
Representative:	
Address:	
Telephone #:	
Email:	
Website:	



Bid No. 269EMCPS-19-001

Microsoft Licensing Solution Providers
Services





September 21, 2018

Purchasing Department
NJEDGE.NET, Inc.
218 Central Avenue, Suite 3420
Newark, NJ 07102

Dear NJEdge

SHI is pleased to provide the following response to the NJEdge recent request Bid No. 269EMCPS-19-01 for Microsoft Licensing Service Provider. We have reviewed the requirements provided a complete and concise response.

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 29 years, SHI has transformed itself from a \$1 million “software-only” regional reseller into a leading global provider of technology services and solutions. We pride ourselves on our long-standing relationships with our customers, our technical expertise and dedicated staff. We treat every engagement as a joint venture; we share the commitment to success with our customers, and our teams go the extra mile to ensure programs and projects are delivered on time, on budget, and to our customers’ ultimate delight.

SHI is ranked 8th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,600 employees worldwide, including an entire organization entirely dedicated to the specific needs of the public sector, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the U.S.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, and IT asset management. In addition, we provide a dedicated account team that specializes in the Public Sector. The NJEdge account team is locally based with dedicated support from a team based in New Jersey.

With our continued focus on the changing needs of our customers and ability to adjust our business to help solve their evolving IT challenges, we believe we uniquely positioned to help our customers continue their focus on providing a broad range of services that help meet their evolving needs.

We look forward to working with the XYZ on this project. Should you have any questions regarding this response, please contact Meghan Flisakowski at Meghan_flisakowski@shi.com or 512-317-0799. Thank you in advance for your consideration and we look forward to hearing from you.

Respectfully,

A rectangular box containing a handwritten signature in blue ink, which appears to read "Meghan Flisakowski".

Meghan Flisakowski
Program Manager – Public Sector

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PROPOSAL REQUIREMENTS

Each proposal must clearly demonstrate experience and expertise in the provision of services necessary to perform the contract. Bidders must submit a proposal that contains the following:

- A. The name of the bidder, the principal place of business and, if different, the place where the services will be provided. Bidder shall address its ability to service co-op members across the entire State of New Jersey.*

SHI Response:

A global provider of technology products and services, SHI has evolved from a regional, software-only reseller into an international, full-lifecycle, IT Solutions enterprise. Established in 1989 and currently ranked 8th on CRN's 2017 Solution Provider 500 List, SHI is now the largest Minority and Woman Owned Business Enterprise in the United States, with over 3,500 employees worldwide and with revenue surpassing \$8.5 billion in 2017 – an increase of 12.5% from 2016.

What has remained constant for the past 29 years – despite our rapid growth – is SHI's mission to deliver exceptional value and experience as we help customers select, deploy, and manage technology. We are proud to have achieved our mission, unwaveringly year after year, by remaining laser focused to fulfill our customers' needs at prices that are aggressively low, and to support loyal, sustained relationships with both our clients and vendors.

What has been revolutionary this past year is the opening of our Integration Center in Piscataway, New Jersey in February 2016. At over 300,000 square feet, our ISO 9001 Registered facility is the perfect complement to our Customer Innovation Center and allows us to warehouse, configure, tailor, and deliver inventory efficiently and effectively. Affectionately referred to as Fort Knox, the Integration Center enables us to customize broad technology solutions to our customers' unique needs and requests – all while maintaining the highest level of security and safety – at a moment's notice.

SHI is headquartered in Somerset, New Jersey and boasts over 30 offices worldwide with IT contracts across all 50 states. Providing world class support to more than 14,000 customers, SHI continues to grow our customer base and maintain our customer loyalty with 99% retention.

The dedicated NJEdge account team, led by Dominick Fama, is locally based in New Jersey and available to all co-op members across the entire State of New Jersey.

- B. A description of bidder's overall experience in providing the type of services sought here. At a minimum, the following information on past experience should be included as appropriate:*

- Description and scope of work by bidder;*
- Explanation of perceived relevance of the experience to the specifications; and*

SHI Response:

SHI is proud to have had the opportunity to work with large academic customers, including consortia, for their Microsoft software needs. Below, we provide a few examples that are similar in scope to the contract that NJEDGE intends to put in place.



NERCOMP

The Northeast Regional Computing Program – or NERCOMP – is a nonprofit, educational consortium in the Northeast United States. NERCOMP cultivates communities of practice around information and technology, promotes strategic partnerships, and advances innovation and leadership for educational institutions across the Northeast. With over 280 members, NERCOMP offers Special Interest Group training; provides a framework to promote and support engagement among communities; and promotes increased partnerships, enhanced innovation, and financial benefits to those members.

SHI has helped negotiate consortium-wide, Microsoft licensing contracts that allow individual members the benefit of consolidated buying power with the autonomy to make decision based on their specific institution's needs. The SHI LE described previously, Cathy Mullin, works alongside SHI's NERCOMP account team to stay in frequent communication with the NERCOMP board and its members to keep them informed of upcoming licensing, program, and product changes and of potential, subsequent impacts to its members. The success of our collaboration with NERCOMP and Microsoft stems from SHI's one-one-one presentations and meetings with individual members, our webinars and other offered training mediums, and through deep, critical conversations with members about products and services available to help clients determine the best options for their particular environments.

Cathy Mullin and the SHI NERCOMP team have been instrumental in adding over 140 participating members to NERCOMP and increasing the overall size of the Nercomp contract to \$12.5M.

Major Projects and Success under the NERCOMP Contract

- SHI recently renewed two contracts with NERCOMP, including a subscription-based Campus/EES Agreement and a perpetual-based Select Plus Agreement.
- We assisted NERCOMP in negotiating an agreement with flexible licensing options to meet the needs of its individual members based on their size, budget, and requested deliverables.
- SHI helps individual members by educating them and analyzing available options for them; we then manage all paperwork flow and provide post-sale licensing support (including training).
- We provide ongoing education of product and program changes directly to members and work with vendors to provide webinars and other training.

Maryland Department of Information Technology

Michael Guiles assisted the SHI Rep that supports Maryland state Government business, Matthew Markle, in the State's recent Microsoft licensing consolidation. Before SHI's partnership with Maryland's DIT, agencies would purchase their own Sub-enterprise or Select Plus enrollments. This fragmented process created a lack of both cohesion and consistency which, consequently, created many different mixes of licenses throughout the State and created acute update and limitation issues for users. SHI worked closely with Microsoft and the DIT for approximately 10 months in order to assist in creating a standard across the State; this standard creates tremendous cost savings for the State on licensing.

SHI's negotiations and partnership with Microsoft allowed the State to adopt M365 Gov E3 as a solution, covering Office and Windows O/S needs and security needs, and resulting in a savings of over \$1M per

year in licensing costs alone. In addition, the partnership and Microsoft consolidation has been pivotal for the State in managing users and the licenses provisioned for them.

Major Projects and Success Under the Maryland DIT Contract

- SHI provided DIT with a flexible, subscription-based model that allows for a Fiscal to Fiscal cycle, with quarterly billing.
- We enabled users to have licenses loaded on 5 PCs, laptops, and mobile devices.
- SHI helped users move licenses from their Select Plus enrollments to Enterprise enrollments.
- Provided State with over \$1M in licensing costs to date.

The following points relate to the expected scope of the Microsoft Master Agreement and requirements to be carried out by the LSP. LSP bidder is required to indicate their ability to satisfy the requirements as detailed below.

- *Only proposals from Microsoft-authorized LSPs will be considered.*

SHI Response:

SHI acknowledges this requirement.

SHI is a Microsoft Licensing Solution Provider (LSP). In fact, as a leading value-added reseller of computer software and volume licensing, SHI is proud to be ranked as Microsoft's #1 License Solution Provider (LSP). SHI is an authorized License Solution Provider and Enterprise Direct Advisor (EDA) for North America and United Kingdom, allowing us to provide support to our customers for all of their Microsoft purchases, including shrink-wrap, Open Licenses, Select, Select Plus, MPSA, and Enterprise Agreements. SHI has been a Microsoft reseller for over 28 years, since our inception in 1989.

SHI currently manages more than 35,000+ Microsoft Agreements worldwide. With more than 99 in-house SHI Microsoft Licensing and Product Specialists, we are uniquely qualified to help you with both pre- and post-sales support for your purchases and contracts.

Market Leader

- SHI supported more than \$4.041 billion Microsoft revenue in 2016.
- Currently manage more than 35,000+ Microsoft global contracts and more licensing seats than any other License Solution Provider (LSP).
 - 6,940+ Enterprise Agreement Enrolments, representing 24 million+ seats
 - Select and Select Plus Agreements
 - 2 33,875+ Select Plus Master Agreements & Affiliate Registrations
 - 300+ Select Agreements (discontinued program)
 - 1,384+ Microsoft Products and Services Agreement (MPSA)
 - 13,500+ Microsoft Volume Licensing Transaction Based programs such as Open License, Open Value, Open Value Subscription

Microsoft Competencies

- Gold Competency for Cloud Productivity
- Gold Competency Data Platform
- Gold Datacenter
- Gold Competency Software Asset Management



- Gold Competency Volume Licensing
- Silver Competency Cloud Platform
- Silver Competency Communications
- Silver Competency for Small & Mid-market Cloud Solutions
- Silver Datacenter

Microsoft Awards

SHI is proud of our record of success and our relationships with Microsoft. We are the Only North American LAR to win the Microsoft Operational Excellence Award for 12 consecutive years (14 times overall).

Microsoft in 2016 rewarded SHI the Operational Excellence award for our proficiency in following their strict guidelines around the processing of new and renewal contract paperwork, order reporting, and returns processing.

- SHI's Licensing Team has received more formal recognition from MS Licensing GP than any other MS LSP.
- SHI achieves a 93% Microsoft EA renewal rate (industry standard is 75%).
- 2016 Microsoft State & Local Government Channel Partner of the Year
- 2016 Microsoft US NASPO Top Partner
- 2016 Top Windows Client Commercial Revenue Partner
- 2015 SHI is 12th time winner of MS Operational Excellence Award – 14 overall wins, more than any other North American LSP.
- 2015 #1 Microsoft Licensing Solutions Provider in the US based on total revenue
- 2015 Microsoft US Channel Partner of the Year for EDU (four consecutive years)
- 2015 Microsoft US Channel Partner of the Year for SLG
- 2015 Worldwide Volume Licensing Partner of the Year Finalist (top 3)

Microsoft Authorizations

- Authorized LAR in the US, Canada & UK
- Authorized LSP in the US, Canada & UK
- Authorized AER in the US, Canada & UK
- Authorized SPLAR in the US & Canada
- Authorized MOSP Partner in US & Canada
- Authorized Surface reseller in US & France
- Authorized Government Integrator in US
- GSA & DISO authorized

- *Microsoft has determined that, on an individual basis, most NJEdge Members would have a Knowledge Worker User count entitling them to either Level A or B discounted prices for Microsoft Enterprise Agreement or Enrollment for Education Solutions subscriptions. However, under the proposed Master Agreement that NJEdge contemplates entering into with Microsoft on behalf of its Members, all NJEdge Members would be eligible for Level C or D discounted prices for these subscription, as well as all other products and services from Microsoft.*

SHI Response:

SHI acknowledges this requirement and can comply.

- *LSP will provide Microsoft software products and related LSP services to NJEdge Member institutions. Pricing for these products and services will reflect the most current Microsoft LSP Cost, based on the pre-negotiated discounts detailed above, plus a percentage markup which includes the 2% administrative fee to be provided to NJEdge on at least a quarterly basis.*

SHI Response:

SHI acknowledges this requirement and can comply.

- *LSP will be required to work closely with each participating member and ensure the required documentation is in place as needed. Participants will subscribe to a product baseline (e.g., Microsoft 365 A3/E3, Microsoft 365 A5/E5, etc.) with the option to procure other products and services.*

SHI Response:

SHI acknowledges this requirement and can comply.

- *LSP will be required to thoroughly review and execute the enrollment options provided by Microsoft and submit Microsoft Enrollment Agreements executed by NJEdge Members and obtain a Microsoft Enrollment Number, prior to placing orders under this contract.*

SHI Response:

SHI acknowledges this requirement and can comply.

- *LSP will be provide all sales, support, management and reporting services required to process and account for Authorized User requests for Microsoft software products and LSP services under the applicable Microsoft Software License Agreement.*

SHI Response:

SHI fully understands your need for flexibility in reporting, as well as your need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level; this can be by department or school level entity and then SHI groups the ordering units to the district level, and then state level. In addition, we capture the contract number, allowing us to run a report across all purchases made under the contract. SHI has the capability to collect customized data fields, which can be established at the Consortia Level, the school level, and/or per individual customer. We are pleased to offer both standard and customized reports to NJEDGE, in addition to the required reporting above.

Reports can be requested via the dedicated sales team. The sales team will discuss the reporting requirements with NJEDGE or the NJEDGE member and provide the report within 1 hour -3 business days, depending on the scope and complexity. All reports can be sent on a one time basis or set up as subscriptions to be sent on any cadence NJEDGE or the NJEDGE member desires. In addition, NJEDGE or the NJEDGE members can request reports directly from the dedicated web site. They have the ability to choose to run the report one time or set it up as a subscription. If awarded, SHI will sit down with NJEDGE to discuss how the permissions to the web catalog should be set up. This will determine the access to reporting levels over the life of the contract. For example, NJEDGE will have access to run reports on the contract level whereas individual members may only be granted access to run a report for their school.

SHI has the ability to provide more than 25 different types of standard/ad hoc reports for customers, depending upon the type of information and level of detail that the customer wishes to see. Reporting information is viewable online or available as an export to a file. These standard reports provide an overview of your purchases from SHI. Our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- Spend by Manufacturer – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- Spend by Product – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- Spend by Product Type – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.
- Spend by Organization, Enterprise, Conglomerate – again, each of the above reports can be pulled based on a specific organization, enterprise or conglomerate

The following lists the standard fields that are available within a standard, detailed report today via NJEDGE’s ecommerce site today:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company

Ship to Address

Ship to City

Ship to State

Ship to Zip Code

SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. This custom capability is helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

In addition to our standard invoice reports, SHI can also provide standard reports on quotes, orders, and entitlements, and we also provide some types of reports in a graphical summary format.

Sample Reports

Below are samples of just a few of the standard reports that SHI can provide to NJEDGE. These are screen shots of actual reports for current SVAR customers. (Customer Account Names have been removed to protect our customers' privacy.) Note that these reports do not include all available fields, in order to fit the screen shot into this proposal, but we would be happy to send a complete report for NJEDGE upon request.

Reporting

Send this Report by Email Save Report Setting Send Feedback to BIAdmin Close

1 of 27 100% Find Next

Customer Invoice Detail

Account Number	Account Name	Manufacturer	Order Date	Invoice Date	Cust PO #	Order Number	Invoice Number	SHI Part	Mfg Part #	Customer Unit Price	Customer Extended Price	Qty Invoiced
1023566		SHI International Corp	8/10/2015	10/6/2015	AD5PO11-007500:4024	538129470	CR-206904	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	-1
1023744		SHI International Corp	9/8/2015	10/7/2015	AD5PO11-007500:4194	539739345	CR-207104	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	-1
1023744		SHI International Corp	9/8/2015	10/7/2015	AD5PO11-007500:4194	539739345	804061105	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	1
1011534		Signalscape	10/5/2015	10/7/2015	AD5PO11-007500:4305	541274552	804063382	31209123	MTAG.GSA	1,534.00	1,534.00	1
1026952		Adobe	10/5/2015	10/7/2015	AD5PO11-007500:4317	541274551	804063377	27708706	65227508BCD1A12	757.00	2,271.00	3
1024170		Screwdriver	9/30/2015	10/1/2015	IT-82012	541006747	804044295	22784253	RHW-MSCR64T54	438.00	3,066.00	7
1023744		Adobe	9/30/2015	10/2/2015	AD5PO11-007500:4296	541050148	804048099	27912583	210-3280-1	409,987.00	409,987.00	1
1011062		DigiCert	9/22/2015	10/2/2015	AD5PO11-007500:4266	540524755	804047734	22677378	NPN-DIGIC-WILDC-A	1,458.00	1,458.00	1



Customer Invoice Detail, Consolidated by Part

Manufacturer	Mfg Part	Product Name	Item Type	Product Type	Version	Operating System	Media	Language	License Pool
Osam	IDMPI1	FULL TEXT INDEXING SERVER LICENSE FOR AUTONOMY IDOL - MAINTENANCE	Software	Software		Multiple platforms	Other	English	None
Malwarebytes	MAM12N25	Malwarebytes Anti-Malware for Business - subscription license (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
Microsoft	R18-00129	Microsoft Windows Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Adobe	65227508BC01A12	Adobe Creative Cloud for teams - subscription license renewal (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
SAS Institute	PC-ENTSP5M	SAS PC Enterprise Statistical Package for 5 users-PC, Windows. Annual Maintenance	Software	Software		Multiple platforms	Other	English	None
Axway	MGE-MA-E-001500-XX-P	Mail Gate Edge Maintenance Renewal (1500 users)	Software	Software Maintenance Only		Multiple platforms	Software Licenses	English	None
Microsoft	SHU-00215	Microsoft Lync Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Cellebrite USA, Inc.	TRN-FOR-ILT-BNDL5	5 Days Mobile Examiner Online ON DEMAND course Bundle - 2 days CCLO and 3 days CCPA	Service	ESD Media			Other	English	None
Microsoft	J5A-00172	Microsoft System Center Configuration Manager Client ML - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers

Entitlement Report

Manufacturer	Program	Business Segment	MBA Number	Agreement Number	Agreement Name	Agreement Start Date	Agreement End Date	Agreement Anniversary Date	Agreement Status	Enrollment Number	Enrollment Name	Enrollment Start Date	Enrollment End Date	Enrollment Anniversary Date	Enrollment Order Entry Expiration Date	Enrollment Status
Microsoft	Select	Charity	MMM12	Boya Test CRM Dates	Boya Test	22-Oct-12	20-Oct-16	29-Oct-16	Expired	Boya Test Dates2	Boya Test	22-Oct-12	20-Oct-16	29-Oct-16	20-Oct-16	Active
Microsoft	Select	Charity	MMM12	Boya Test CRM Dates	Boya Test	22-Oct-12	20-Oct-16	29-Oct-16	Expired	Boya Test Dates2	Boya Test	22-Oct-12	20-Oct-16	29-Oct-16	20-Oct-16	Active
Microsoft	Select	Charity	MMM12	Boya Test CRM Dates	Boya Test	22-Oct-12	20-Oct-16	29-Oct-16	Expired	Boya Test CRM	Boya Test	22-Oct-12	20-Oct-16	29-Oct-16	20-Oct-16	Active
Microsoft	Select	Commercial	Test	Boya Test NewCRM Sdk	Boya Sdk	08-Aug-14	18-Dec-17	07-Nov-17	Expired	Boya Test New ENT	Boya Sdk	08-Aug-14	18-Dec-17	07-Nov-17	18-Dec-17	Active
Microsoft	Select	Commercial	U7166067	01S6M572	INVIS	07-Aug-08	21-Aug-11	07-Aug-12	Expired	6129596	INVIS	07-Aug-08	21-Aug-11	07-Aug-12	21-Aug-11	Active
Microsoft	Select	Commercial	U9009082	01S6T262	UH, Inc.	19-Aug-10	21-Aug-12	19-Aug-12	Expired	89024428	UH, Inc.	07-Dec-10	21-Aug-12	19-Aug-12	21-Aug-12	Active
Microsoft	Select	Commercial	U9684948	01S6K068	Health, as agent for its affiliates	21-Nov-07	20-Nov-10	21-Nov-11	Expired	8997551	Health, as agent for its affiliates	21-Nov-07	20-Nov-10	21-Nov-11	20-Nov-10	Active
Microsoft	Select	Commercial	Unknown	01S62879	State Dept of Admin Svcs	01-Oct-02	20-Sep-12	01-Oct-12	Expired	2926476	State Dept of Admin Svcs	10-Feb-05	20-Sep-12	01-Oct-12	20-Sep-12	Active
Microsoft	Select	Commercial	U2617647	S1090008	PLASTICS	25-May-10	21-May-12	25-May-12	Expired	82187242	PLASTICS	25-May-10	21-May-12	25-May-12	21-May-12	Active
Microsoft	Select	Commercial	UNKNOW	01S65662	Business Corporation	21-Feb-04	21-Feb-12	21-Feb-12	Expired	2255964	CORPORATION	20-Sep-04	21-Feb-12	06-Dec-12	21-Feb-12	Expired
Microsoft	Select	Commercial	U2126926	01S6Q628	AraCorporation	29-Jul-09	21-Jul-12	29-Jul-12	Expired	5467272	AraCorporation	29-Jul-09	21-Jul-12	29-Jul-12	21-Jul-12	Active



- *LSP will act as the primary liaison with the prospective and participating members of the consortia and therefore will assign a dedicated sales team specific to the NJEdge agreement that includes representatives residing in New Jersey, including Microsoft Licensing and Technical specialists. It is required that members of this team be thoroughly trained and experienced in the requirements and processes related to Microsoft consortia agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions.*

SHI Response:

SHI acknowledges this response and we have provide specific detail regarding the dedicated NJEdge account team later in this response. SHI will provide the following the support for NJEdge agreement:

SHI's Certified Microsoft Resources

SHI provides dedicated and certified resources to our customers to assist with managing their Microsoft Select Plus and Enterprise Agreements. All of these resources are available both to you and your account team to provide support and answer any of your Microsoft questions.

- Microsoft Enterprise Solution Group – SHI has a team dedicated to delivering the right solutions to customers by focusing on customers' needs first. SHI has classified our solutions, products, and services into 3 distinct Practices: End User Computing, Datacenter and Infrastructure, and Security. We reference End User Computing to include the systems and tools that enable Knowledge Workers to Create, Communicate, Collaborate, Consume, and Compute. Datacenter implies the operations and Infrastructure that enables the core IT systems to provide services to End Users. Finally, Security will focus on protecting the End User systems and the infrastructure that enables them.
- Microsoft License Executives – are available to assist you with managing your Microsoft Agreements and determine the right solution to fit your needs. SHI's Licensing Executives have unmatched experience and offer objective interpretation of licensing usage and rights, and can provide assistance with understanding industry trends, licensing strategy, financial impact.
- Microsoft Contracts Team– Helps guide our Customers, Licensing Executives, and Account Executives on completion and execution of contractual documents, provides pre and post-sales support for the contract process, and performs compliance checks on the contract package prior to submission to Microsoft. These steps expedite the contract process and reduce the risk of error.
- Microsoft Operations Team – Manages all license transactions: True-up Orders, Additional Orders, Credits, Select Plus License Purchases, etc. SHI's Microsoft Operations Team has O365 dedicated resources for license reservation and reconciliation support.
- Microsoft Support Team –consists of certified Licensing and Product Specialists and assists SHI's Account Executives and our customers with product licensing, product key, volume licensing questions and more. The team includes Specialists in the areas of: Developer Tools, Unified Communications/Cloud Computing & Online Services/Desktop Licensing, Core Infrastructure/Application Platform/Security Services and Enterprise Applications.
- Microsoft Software Assurance Benefits Advisors – Additional resource clients can leverage in order to realize the full benefits of the EA and return on investment. SA Benefit Advisors assists

customers in understanding benefits awarded, best practices, as well as how to activate and utilize their benefits.

- *LSP will be responsible for servicing and administering each enrollment underneath the agreement, ensuring prompt processing of all enrollment forms, and ensuring each enrollment is properly placed against the Microsoft Software License Agreement.*

SHI Response:

SHI acknowledges this requirement and can comply. Our dedicated team will work with the Microsoft team to ensure all the appropriate steps and paperwork are properly handled as part of each enrollment.

- *LSP will provide written quotations to NJEdge Members upon request, which will include at a minimum:*
 - *Microsoft Product Number*
 - *Microsoft Product Name*
 - *Quantity*
 - *NJEdge Discount Price*

SHI Response:

SHI acknowledges this requirement and can comply. Immediately following is a sample quote. SHI agrees to work with NJEdge to review requirements and make any possible modifications if necessary.



Pricing Proposal
 Quotation #: 15994305
 Created On: 9/21/2018
 Valid Until: 9/28/2018

NJEdge.Net

Joe Reardon
 218 Central Ave Ste 3420
 Newark, NJ 07103
 United States
 Phone:
 Fax:
 Email: joe.reardon@njedge.net

Account Representative

Dominick Fama
 290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 732-868-5963
 Fax: 732-868-5848
 Email: dominick_fama@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 DsktpEdu ALNG LicSAPk MVL - FAC Microsoft - Part#: 2UJ-00001 Contract Name: NJEdge Contract #: 00278834 Coverage Term: 8/1/2018 – 7/31/2019 Note: Faculty	1000	\$47.28	\$47,280.00
2 O365ProPlusEdu ALNG SubsVL MVL AddOn toOPP - ACP Microsoft - Part#: 5XS-00003 Contract Name: NJEdge Contract #: 00278834 Coverage Term: 8/1/2018 – 7/31/2019	1490	\$0.00	\$0.00
3 O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr w/Faculty - STU Microsoft - Part#: 5XS-00002 Contract Name: NJEdge Contract #: 00278834 Coverage Term: 8/1/2018 – 7/31/2019 Note: Student	1245	\$0.00	\$0.00
4 ProjectProfessional ALNG LicSAPk MVL w1PrjctSvrCAL - FAC Microsoft - Part#: H30-00237 Contract Name: NJEdge Contract #: 00278834 Coverage Term: 8/1/2018 – 7/31/2019	1304	\$5.31	\$6,924.24
5 SQLServerStandardCore ALNG LicSAPk MVL 2Lic CoreLic - ACP Microsoft - Part#: 7NQ-00302 Contract Name: NJEdge Contract #: 00278834 Coverage Term: 8/1/2018 – 7/31/2019	15	\$291.37	\$4,370.55
6 VisioProfessional ALNG LicSAPk MVL - FAC Microsoft - Part#: D87-01057 Contract Name: NJEdge Contract #: 00278834 Coverage Term: 8/1/2018 – 7/31/2019	999	\$4.70	\$4,695.30



- *LSP will promptly report all orders to Microsoft and NJEdge in accordance with the provisions in the applicable agreement.*

SHI Response:

SHI acknowledges and can comply with this requirement.

- *LSP will generate and issue electronic and/or paper copy “Order Confirmation Reports” for each product ordered by an NJEdge Member. This report will be issued for purchases, including those orders that may be aggregated on a single purchase order document, and provided to NJEdge Members within 15 days after request and should include, at a minimum:*
 - *The name of NJEdge Member (ordering entity)*
 - *NJEdge Member’s purchase order number (as provided to LSP)*
 - *NJEdge - Microsoft Master Agreement Number*
 - *Microsoft Enrollment Number*
 - *Microsoft product number and quantity ordered*
 - *Microsoft product description (including language and/or version number)*

SHI Response:

SHI acknowledges this requirement. As detailed previously, SHI can provide a variety of reports and customize any additional reports as needed. Below is a sample of a Purchase Report:

Account Name	Type (example)	Cust PO #	Order Date	Order Number	Invoice Date	Invoice Number	Manufacturer	Mfg Part #	Description	CreditCard OrderFlag	Product MSRP	Customer Unit Price	Qty Invoiced	Customer Extended Price	Surcharge (if any)
ABC Pre-School	Private K-12		9/30/2018		10/5/2018			12345678	Product 1	FALSE	\$ 1.50	\$ 0.68	5,020	\$ 3,413.60	\$ 17.07
ABC Pre-School	Private K-12		9/30/2018		10/5/2018			89111213	Product 1	FALSE	\$ 2.00	\$ 6.98	2,500	\$ 17,450.00	\$ 87.25
123 High School	Public HI-Ed		11/16/2018		11/18/2018			99998777	Product 2	TRUE	\$ 14.00	\$ 28.14	2,685	\$ 75,555.90	\$ 377.78
123 High School	Public HI-Ed		11/16/2018		11/18/2018			75411123	Product 2	TRUE	\$ 20.00	\$ 19,734.60	1	\$ 19,734.60	\$ 98.67
123 High School	Public HI-Ed		11/16/2018		11/18/2018			13165133	Product 3	FALSE	\$ 25.00	\$ 6,907.12	1	\$ 6,907.12	\$ 34.54
													\$ 123,061.22	\$ 615.31	

- *LSP must provide and support a website for Microsoft Electronic Software Distribution (ESD) Program for each participating Member for purposes of electronic software distribution.*

SHI Response:

SHI acknowledges and can comply with this response.

SHI places all orders within 24 hours of receiving them. The ordering entity will have access to the products as soon as the order process and the licenses will be visible on the VLSC site within 24-48 hours. We are able to receive orders and distribute licenses globally with the exception of locations expressly prohibited by federal, state, or international law.

SHI can provide duplicated media to all NJEDGE members for any product that has a Microsoft license key listed on the VLSC site. Our preferred method for distribution is USB but we can accommodate other formats if required by NJEDGE Members. Any product that is offered to NJEDGE or NJEDGE members at no cost from Microsoft is not available for duplication and distribution as these products



will not be on the VLSC site and therefore we have no way to download and duplicate. Defective media will be replaced, free of charge within, two business days.

SHI can provide access to electronic software distribution for all products that are licensed by NJEDGE and NJEDGE Members and that appear on NJEDGE’s VLSC Site. SHI would need access to the VLSC site in order to provide this service.

- *LSP must provide and support the ESD program for students, faculty, and staff in support of Student Option, Work at Home Rights, and Home Use or any other similar program.*

SHI Response:

Students would be granted Student Use benefits which are detailed in the chart below. Microsoft no longer provides physical media, however Academic Institutions can leverage Kivuto’s distribution platform which makes it easy to manage licenses and securely distribute resources to eligible users through a school-branded WebStore.

The following Qualifying Products provide a Student Use Benefit for the products identified in the Student Use Benefit column.

Student Use Benefit	Qualifying Products					
	Enterprise Mobility + Security E3 1:40	Enterprise Mobility + Security E5 1:40	Microsoft 365 A3 ¹ 1:40	Microsoft 365 A5 1:40	Office 365 A3 1:40 ¹	Office 365 A5 1:40
Office 365 ProPlus			X	X	X	X
Windows 10 Education ²			X	X		
Advanced Threat Analytics	X	X	X	X		
Azure AD P1	X		X			
Azure AD P2		X		X		
Intune for Edu	X	X	X	X		
Minecraft: Education Edition			X	X		
Office 365 Advanced Security Management			X	X	X	X
Office 365 Advanced Threat Protection				X		X

¹The number of Student instances enabled per Organization Wide Licensed user.

²Institution owned devices can choose Windows Education or Enterprise

³Includes Microsoft 365 A3 with Core CAL.

- *LSP will identify potential users and actively market the program, potentially at times in conjunction with Microsoft, through methods such as those below. The LSP will be required to present an annual marketing plan to be approved and held accountable to by NJEdge.*
 - *Regional in-person annual meetings*
 - *Personal sales calls*
 - *Mass mailings / Email marketing*
 - *Webinars*
 - *In-person training*
 - *Participation in NJEdge conferences and events*

SHI Response:

SHI acknowledges this requirement and can comply.



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

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

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

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

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

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

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

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

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

In addition, NJEdge members will have access the following websites:

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

Microsoft TechNet is a Microsoft web portal and web service for IT professionals. It includes a library containing documentations and technical resources for Microsoft products, a learning center which provides online training, discussion forums, an evaluation center for downloading trialware, blogs for **Microsoft** employees and a wiki.

<https://technet.microsoft.com/en-us/ms376608.aspx>

Microsoft Virtual Academy (MVA) is a free online school with courses that cover Microsoft-related topics and specific Microsoft products.

<https://mva.microsoft.com/>

Microsoft Support – Get fast, free assistance on all Microsoft products. Use the virtual agent for guidance.

<https://support.microsoft.com/en-us/products/windows?os=windows-10>

Microsoft Education Help Center - is a support page for O365 for education. From here you can learn about Microsoft Teams, OneNote, Class and Staff Notebook, Learning Tools, and more. You can access support documents, troubleshoot issues, connect directly with an expert, and share information with the user community.

<https://support.office.com/en-us/education>

Microsoft Community – use this site to post questions, follow discussions, and share knowledge.

<https://answers.microsoft.com/en-us/?auth=1>

- *LSP will develop within 30 days of award, and maintain for the duration of the program, a website to provide information specific to this contract. No other products or solutions except for those available through NJEdge and this Microsoft contract may be advertised on this website. At a minimum, the website should assist Authorized Users in identifying and contacting their dedicated sales support staff; Provide general information on the benefits of the agreement and a concise process overview of how to participate; Allow Authorized Users to independently obtain product information such as product number, product name, discount price, and quantity; Allow Authorized Users the ability to download and print the entire NJEdge Member price list as well as pricing for individual items or groups of items. The website shall be subject to the approval of NJEdge in its reasonable discretion.*

SHI Response:

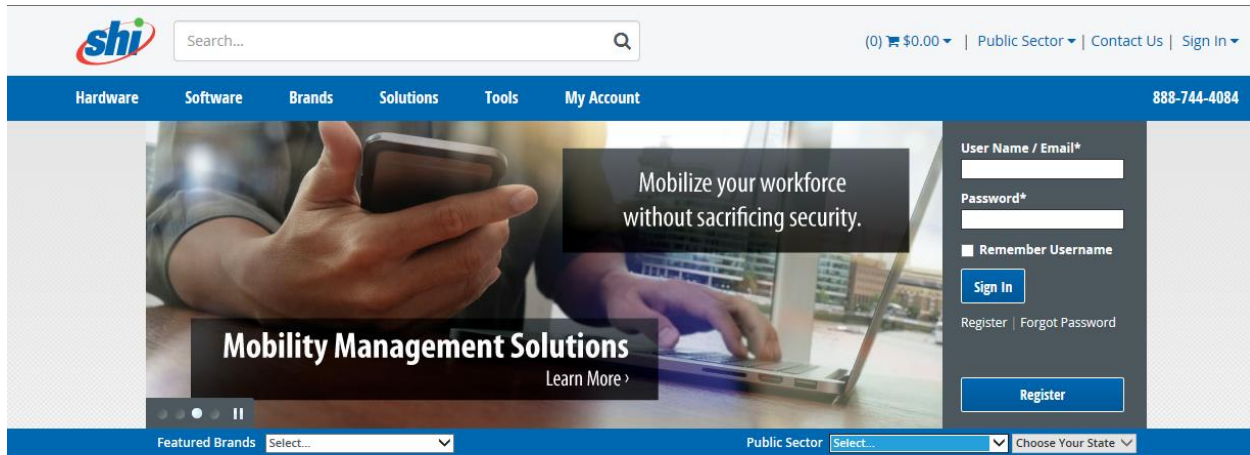
SHI acknowledges this requirement and can comply.

SHI's web-based procurement platform, provides the latest in functionality and the greatest in user-friendly interface. SHI.COM also offers functionality designed specifically for business-to-business. Whether used as a stand-alone procurement system or integrated with the customer's current procurement systems, SHI.COM provides the functionality and customized user experience needed to manage their IT procurement workflow.

If awarded, SHI's web administration team will work with the key stakeholders at the State to integrate with any e-Procurement catalogs whether state-hosted or punchout (roundtrip). This process typically takes about 1 week.

The following link will take you to the SHI.COM Public Sector catalog. This site is a public walk-up site and requires no password. It has been available to the public for over 16 years.

<https://www.publicsector.shidirect.com/>



The NJEdge’s standard products will appear on the home page or you can use the search bar and search by product name.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer’s level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

Outlined below is an overview of the capabilities of SHI.COM. SHI would love the opportunity to demonstrate the full capabilities of this site to the State.

SHI’s web-based procurement platform, provides the latest in functionality and the greatest in user-friendly interface. Taking advantage of leading edge search, navigation, and merchandising capabilities, SHI.COM also offers functionality designed specifically for business-to-business functionality. This includes innovative Custom Catalog capabilities, which dynamically filter product offerings to provide SHI clients with personalized views of product information. SHI clients can easily find and compare SHI's products, and SHI can deliver a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products and contract or standard items. We provide tremendous customization and seamless workflow that meets your unique needs.

Your Catalog

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

- *LSP will provide quarterly and annual, as well as any other reports upon NJEdge’s request, detailing purchases made by consortium members.*

SHI Response:

SHI has provided an overview of our reporting capabilities to previous questions in this response. SHI agrees to work with NJEdge members to review reporting requirements and identifying the best solution for the member.

- *If subsequent to the signing of a contract pursuant to this RFP, any Co-op Member is offered a better rate by a bidder for the services outlined by this contract, the rates provided hereunder will be adjusted accordingly to reflect those of the more favorable offering. If the bidder offers better rates individually to any Co-op Member, the provider agrees that those rates can be applied to this contract.*

SHI Response:

SHI acknowledges this requirement and can comply.

- *LSP's proposal submitted in response to this RFP shall constitute a binding offer. In the event of any conflict or inconsistency between terms of this RFP and the response, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to the RFP, and last to LSP's proposal.*

SHI Response:

SHI acknowledges this requirement and can comply. SHI has provided some clarifications to terms and conditions that we would like to review with NJEdge.

- *Education, qualifications, experience, and training of all professionals who would be assigned to provide services along with their names, titles and resumes.*

SHI Response:

At SHI, our people remain our greatest asset. All members of the SHI Account Team are dedicated to providing high quality customer service and support. Our success has stemmed from outstanding customer support through dedicated Account Teams, constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best. NJEDGE will enjoy a local, dedicated team which is detailed below.

Please note that the email addresses provided below are the current addresses for each team member. If awarded, we will create a specific alias for NJEDGE and NJEDGE members for a more efficient experience. We would like to have a discussion on how NJEDGE would like to see this set up so we can create a process that works best for you. In addition, we are happy to provide a toll free number, accessible worldwide, that is specifically dedicated to NJEDGE and NJEDGE members.

Account Executive – Dominick Fama – Dom is located in New Jersey and has been with SHI for 17 years. Dom is in a direct sales related position with a goal of understanding his customers' vision and mission in order to address their specific needs. Responsibilities include establishing a customized service and support plan, resolving issues, and other topics critical to account development.

Dom is the primary point of contact for administration of the contract. NJEdge can reach out directly to Dom for all questions and concerns. If needed, Dominic will bring in other resources to provide information or resolution.

Dominick_Fama@shi.com

Office -732-564-8165

Mobile – 732-991-5646

Inside Account Managers (IAM)—Working in partnership with the Account Executives in the field, the IAMs maintain direct relationships with the customers and have the responsibility of ensuring customer



satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. IAMs execute the plan established by the Account Executives for a customer. We will evaluate the team regularly and add members as needed to exceed expectations of customer service. The NJEdge's dedicated Inside Account Manager Team consists of the following members:

Dallas Kraft

Dallas_Kraft@shi.com |

Nirav Patel

Nirav_Patel@shi.com

Christine Fellin

Christine_Fellin@shi.com |

Kyle George

Kyle_George@shi.com

Travis Oberweis |

Travis_Oberweis@shi.com

Greg Malandrucolo

Greg_Malandrucolo@shi.com |

Taylor Dickson | Inside Sales Operations Manager

Taylor_Dickson@shi.com |

Team Alias: NJEDU@SHI.COM

Team Line: 888-744-4084 | Fax: 888-896-8860

Inside Sales Public Sector Manager – John Cella manages the dedicate Inside Account Managers and is the primary point of contact for the NJEdge Inside Account team. John has been with SHI for 6 years and is dedicated to ensuring the IAM team provides the best customer support to NJEdge.

John_cella@shi.com, 732-652-7621

Regional Director - Rich Pugh manages your dedicated Account Executive and primary point of contact, Dominick Fama. Rich spent his first 20 years in the industry working in both direct sales and leadership positions for OEM's. From there Rich transitioned to the reseller industry where he has been a senior leader for the past 13 years, focusing on the Mid-Atlantic States. As the leader of the East Public Sector team, Rich helps to manage over \$160M in Microsoft business annually. Rich will assist the sales team in establishing and developing sales and marketing strategies, and is an escalation point to resolve issues.

Rich Pugh

Rich_Pugh@shi.com

917-854-5282



Microsoft Licensing Executives (LE) - Cathy Mullin and Caitlin Prusik – The NJEDGE team includes two SHI badged Microsoft Licensing Executives (LE) to help in navigating the constantly changing world of Microsoft program, product, and licensing changes. In addition, the LEs share best practices and guidance on how to approach changes to licensing and pricing in the most efficient and effective manner going forward. It is important to note that Cathy and Caitlin both specialize exclusively on the Academic agreement types (Academic Select Plus, Enrollment for Education Solutions (EES), Open Value Subscription for Education Solutions (OVS-ES) and Academic (MPSA). They have specific expertise around the terms and conditions of these programs, as well as academic product license use rights and pricing structure. They will actively assist NJEDGE and NJEDGE member institutions with supporting the entire lifecycle of the Microsoft licensing programs. SHI’s Licensing Executives have unmatched experience and offer objective interpretation of licensing usage and rights, and can provide assistance with understanding industry trends, licensing strategy, and the financial impact of various licensing decisions.

Cathy Mullin - Cathy joined Microsoft as an Education Account Manager in 2010; in that role, she was responsible for working with clients to identify their Microsoft licensing needs and develop net new opportunities. After several months, she was promoted to a Consortia Account Manager working with a dedicated group of accounts to help drive the adoption of Microsoft products leading to increased participation and revenues.

Now, as a SHI Microsoft Licensing Executive for SHI on the Education Team, Cathy is dedicated to providing Microsoft licensing expertise specifically to SHI’s education customers in the East. She has been in this role for five years. She provides support directly to the clients by helping them to navigate the complexities of Microsoft licensing. Cathy is able to help new accounts to better use the contract, and to bring on new contract users, thanks to her Microsoft knowledge and expertise and her ability to build trusted relationships with clients.

Caitlin Prusik - Caitlin began her career at SHI as an Inside Account Manager for Education and Government sales in 2002. In 2003, she became the Account Executive of the Ohio and Michigan academic sales territory. During her five year tenure in the position, she was a two-time recipient of the SHI President’s Club Award.

In 2010, she began supporting SHI’s Microsoft business and has held the roles of Microsoft Licensing Support Specialist and Microsoft Contracts Specialist. Caitlin became the Microsoft Licensing Executive for SHI’s Small-Medium/State, Local, and Educational (SM SLED) team supporting K-12 breadth business in July 2014. As a SHI Microsoft Licensing Executive on the Education Team, she works with the SM SLED team providing support to their clients by disseminating the complexities of Microsoft licensing while helping Sales capitalize on growth opportunities within their existing accounts.

Caitlin’s diverse experience at SHI, within the disciplines of sales and sales support, gives her a unique perspective on how to meet the needs of the current sales force and customers, while understanding the operational workings of SHI’s Microsoft Department and the Volume Licensing Programs available to Educational Institutions.

Cathy Mullin
Cathy_Mullin@shi.com
443-512-8719

Caitlin Prusik
Caitlin_Prusik@SHI.com



732-868-8928

Microsoft Advisor –Mike Tokash - NJEDGE will also be assigned a Microsoft Advisor at SHI who assists the SHI sales team with the quotes for your Microsoft licensing purchases. This advisor works in the background to ensure that the proper products are quoted to the customer based off their requests, their needs, and their current licensing position. The advisor also reviews paperwork to ensure that is sent to Microsoft in the format that Microsoft requires.

Mike Tokash
Mike_Tokash@SHI.com
732-584-8265

The SHI LEs and Microsoft Advisor are focused on providing our customers with strategic consulting and planning around the following areas:

- Analysis of current Microsoft software environment
- Determine current license rights and entitlements
- Growth and migration strategies to maximize cost savings
- Product licensing guidance and relevant upgrade path assistance

Operations Manager – Taylor Dickson - Located at SHI HQ, the Operations Manager is responsible for ensuring that all of the components of the contract are in place internally at SHI. It will be the Operations Manager’s responsibility to provide consistent communication, updates and information to NJEDGE, and to make sure that all of the requirements of the Contract are being executed correctly internally at SHI. The operations manager will be the point of contact for NJEDGE for all questions regarding the administration of the contract. SHI will designate an Operations Manager for this contract upon contract award.

C. A narrative statement of the bidder’s understanding of the contract needs and goals.

SHI Response:

SHI understands that NJEDGE is looking for a partner who will interface between the NJEDGE Community and Microsoft with regards to all aspects of the contract. SHI is well positioned to exceed expectations. We are the industry leader and largest LSP for Microsoft licensing and have decades of experience serving organizations similar in size and scope to NJEDGE currently supporting over \$4.7B in Microsoft revenue annually, over 30K contracts globally, and almost 3K Education agreements nationally.

We have the largest team of Microsoft resources to support every NJEDGE member with all aspects of their agreements, as well as all Microsoft products and services. We have been consistently recognized and awarded by Microsoft for our attention to detail in every step of the Microsoft Licensing procurement and reporting process. In fact, no other partner has been recognized for Operational Excellence by Microsoft more than SHI. Microsoft once again rewarded SHI for its proficiency in following their strict guidelines around the processing of new and renewal contract paperwork, order reporting, and returns processing.

We understand that it can be challenging to transition from one partner to another. SHI has a great deal of experience with transitioning new contracts to our organization and we understand that successful implementation will require collaboration between SHI, NJEDGE, and Microsoft. Onboarding and transitioning a contract of this magnitude requires many steps. Close coordination and a specific plan



will be required. SHI has the experience and resources required to execute a rollout and transition plan with very little disruption to NJEDGE or your member institutions; our goal is to make the process as seamless as possible. Below we describe the steps typically involve. Upon award of the contract, SHI will work to create a plan that is completely customized to the needs of NJEDGE, and of course we will welcome as much input as you wish to provide. It is important to note that throughout this onboarding process, NJEDGE will be interfacing with the single point of contact, Dominick Fama, as well as the NJEDGE dedicated Operations Manager. Once the contract is officially onboarded, NJEDGE will continue to interface with Michael on a regular basis.

- Upon award, the Operations Manager (OM) will update our internal contract site with all the pertinent information that Sales team will need to understand when using this contract vehicle. This is where we capture all the nuances and preferences of the NJEDGE members and the contract so that we can provide you with the best possible experience. Examples include the use of the Microsoft October 2017 Monthly price list, the details of Option A and B for the required bundles, additional products and the schedules that govern those skus.
- The OM will then work closely with our Sales Analyst team to make them aware of reporting requirements. Once we have the report parameters set, we typically run test reports and can send those to NJEDGE for verification that they meet the requirements. We have the flexibility to customize reporting during this onboarding stage, or at any time during the contract.
- In parallel, the OM will also work with Zeshan Khan, our Inside Sales Manager for our East Public Sector team, to make them aware of the contract requirements. Together they will create a NJEDGE Contract Document and FAQ, or “cheat sheet” for the inside sales team that the team can keep as a reference so that they always have contract details readily available.
- In addition, Zeshan will work with our quote tool and order entry system to add any fields which may be required to capture specific information that NJEDGE or NJEDGE members require or desire to see within your quotes, invoices, or reports. We will provide NJEDGE with sample quotes and invoices ahead of contract launch.
- Once the internal Contract Document is created, the entire sales team (including Field Account Executives for all verticals, Inside Account Managers, and all other resources that will support) will meet with the Operations Manager for an education session. The purpose of this session is to step through all of the contract requirements. This team will continue to meet on a weekly basis for the first six months of the contract, and then a bi-weekly basis for the second six months, and then a monthly basis for the life of the contract.
- The Operations Manager will also facilitate setting up the custom Web Catalog for NJEDGE. We will collaborate closely with NJEDGE to ensure that the catalog meets the requirements, and we have the flexibility to make changes as necessary.

All of these steps detailed above typically take place within 5 business days from contract signing.

While this is happening behind the scenes, we will work closely with NJEDGE determine the process that will work best for NJEDGE and your members. In addition, we will create a plan to announce and educate the member institutions about their SHI team and how to work with us. We will offer a group webinar to review the offering and outline the process. Some of the steps we will take include:

- Reaching out to each member to make an introduction and walk them through the process of working with SHI personally.
- Provide each member with a document specific to that member detailing the account team, contact information, SLA’s, escalation paths, and any other information that NJEDGE feels is relevant.

- Schedule in person meetings or calls (depending on preference of each member), including our Microsoft LE's to review their orders and provide guidance as needed.
- Provide pre-filled forms when/where applicable
- Keep detailed notes of each member and where they are in process
- Communicate with NJEDGE throughout so you can feel confident that we are meeting the timeline required

Of course, throughout all of these steps, we will stay in constant communication with the Microsoft team and keep them informed of the actions we are taking.

Optimization Plan

This level of personalization and attention to detail will not end when the renewal is complete. Aside from the help with the transactional requirements of the contract, we will continue to work with each member to help them maximize their investment in Microsoft technology. SHI is proposing a scheduled quarterly meeting to plan and support NJEDGE's efforts in maximizing your Microsoft Agreements. This can be a component of an Overall Business Review or scheduled separately as a dedicated meeting.

The Plan represents the following primary components:

- Deployment and Adoption
- SA Benefit Utilization
- SAM Practices
- True Up Optimization
- Proactive Renewal Planning

To help you understand more about our organization, and truly feel confident in the company you are entrusting with your Microsoft needs, we would like to provide a brief summary of SHI.

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 26 years, SHI has transformed itself from a \$1 million "software-only" regional reseller into a leading global provider of technology services and solutions. We pride ourselves on our long-standing relationships with our customers, our technical expertise and dedicated staff. We treat every engagement as a joint venture; we share the commitment to success with our customers, and our teams go the extra mile to ensure programs and projects are delivered on time, on budget, and to our customers' ultimate delight. SHI is ranked 12th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, including an entire organization entirely dedicated to the specific needs of the public sector, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the U.S.

SHI's roots are in software. We have over 25 years of experience supporting State and Local Government and Education customers and managing statewide software contracts. Our expertise, tenure, powerful industry relationships, and operational excellence all translate into a better software experience for our customers. SHI's Public Sector business is \$1.8B.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success with our public sector contracts nationwide. SHI consistently bring more volume through our contracts than our competitors because of the value we demonstrate to eligible contract users. We exceed service levels on our contracts, enjoy an extremely high rate of renewal, and we are an active participant in helping our customers explore new avenues to achieve additional benefits and savings under the contracts we administer.

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure. If awarded, we would work closely with NJEDGE to structure our service and support plan to meet your specific needs and ensure that your requirements and SLAs are met and then exceeded.

Examples of Involvement and Success

Per bid requirements, SHI has provided several references of customer similar to NJEDGE that we provide Microsoft products and services. In addition, SHI is providing the following examples of value that we provide to other consortia customers across the country. More examples can be provided upon request.

New Jersey School Boards Association

- Customer from: 2013
- Project Size: at least \$1.5M annually

Since 1914, the New Jersey School Boards Association has served the State's school boards through advocacy, training, and direct services. The NJSBA's goal is to advance public education in the State. SHI has been a proud partner to NJSBA since 2013, helping the nonprofit agency to serve 584 schools with a Level B Master Agreement. This Master Agreement came to fruition after years of collaboration with both New Jersey schools independently and the NJ DOE, offering MS at a sizeable discount and tremendous value.

SHI's original collaboration with NJSBA was so successful, and the agency was so impressed with the personal dedication and professionalism of the SHI team members, that we were recently awarded a 21st Century Classroom contract. Working closely with the Association, our current goal is to help school districts across New Jersey save money on the items necessary to create their 21st Century Classroom. Drawing on years of experience supporting public institutions across the country, SHI is helping each district to identify and select the products and services that meet their goals and to ensure that their investment is efficient, secure, and cost-effective. SHI's 21st Century Classroom products are offered as part of the NJSBA TEC program, which assists schools in becoming future-ready by providing cost-saving alternatives for creating, establishing and continuing the most current digital learning opportunities available for students.

Major Projects and Success

- SHI has saved members upwards of 65% off the costs of previous products and licenses; the school boards have been able to use these significant savings to apply back to their district's budget to purchase tangible needs to their members.
- SHI work with local MS teams to provide NJSBA free professional development for Microsoft's educational services and programs.
- SHI has grown the contract with NJSBA from \$400,000 in products and services annually to \$1.5M annually within the last 5 years.
- The new 21st Century Classroom contract with NJSBA provides members the ability to purchase hardware, networking, and installation services at deeply discounted rates. It also allows members to purchase Markerspace furniture; 3D printers; laptops; workstations; interactive white boards; virtual reality and coding/robotic kits; and professional development services.

California - CETPA

- Customer from: 2011
- Project Size: \$15M in 2017

As a nonprofit entity in the state of California, CETPA (California Education Technology Professional Association) supports public education for grades K-20. Team members from SHI worked closely with CETPA to create an alliance called CAMSA (CETPA and Microsoft Strategic Alliance), enabling SHI to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's EES program. With the guidance of SHI and CAMSA, CETPA provides California K-12 schools aggressive pricing, selection, service, and support for Microsoft products.

The CAMSA program serves as a master purchasing vehicle for California's K-12 educational institutions and, with SHI's involvement, offers major discounts and simplification to the license purchase process. The consortium includes over 70% of LEAs in California who would not qualify for this type of pricing on their own. Benefits of the program include: simplified decision making; leverage collective purchasing power; reduced overhead and record keeping; and finally, reduced time and resources choosing products and services.

Major Projects and Success Under the CETPA Contract

- CAMSA began in 2011 with zero school programs enrolled and has since grown to over 400 school districts actively participating in the alliance.
- As of June, 2017 the CAMSA project has grown to over \$15M in revenue and has saved contract users significant costs in Microsoft products and services.
- CETPA went through a rigorous and competitive RFP process to engage with a Large Account Reseller (LAR) and selected SHI to provide reseller service for these accounts. SHI provides low pricing for Microsoft products; expertise in regards to products choices and options; and quick response and turnaround with quotes, forms, and paperwork.
- This program offers a **very advantageous price point** through the EES program to K12 educational organizations with 25 FTE (Full Time Equivalent) staff. This offer had previously been available only to organizations with 10,000 or more FTE.

Methodology

The NJEDGE Account team at SHI is prepared to assist each NJEDGE Institution with procuring Microsoft licenses as needed. We will educate, demonstrate, and support their procurement decisions every step of the way. SHI has the ability to resell all Microsoft products and is an authorized provider of all Microsoft education licensing programs and can offer all of these to NJEDGE as a single unit.

For deployment, once SHI receives the PO and places the order under the school's enrollment, there are a variety of methods and best practices that SHI can assist schools with in understanding the options to distribute licenses for faculty/staff and students to all NJEDGE members regardless of location. Our NJEDGE dedicated Operations Manager will be available to each NJEDGE member to assist in guiding them through the steps of accessing their volume license keys and downloading media.

As mentioned previously, physical media kits are no longer available directly from Microsoft. The recommended method for schools are to obtain product for institution usage from the VLSC site for faculty/staff and institutional usage. The NJEDGE dedicated Operations Manager helps to ensure the right contacts as listed on the enrollments have VLSC access and make updates if the primary/notices or online administrators have changed within the schools organization. They are available to walk each

member through the steps to access their license keys and download media. As stated previously in this response, should NJEDGE members still require physical media, SHI can provide that for any product that is on the VLSC site and available for download. In addition, SHI can assist customers with establishing a relationship with Kivuto's distribution platform which makes it easy to manage licenses and securely distribute resources to eligible users including Faculty/Staff and Students through a school-branded WebStore

For Online Services products like Office 365 (non-Azure), we want to help our customers harness the power of the cloud. SHI recommends Cloud Climb, which is our collection of products, tools and services to help accomplish that goal. We have added additional information about these services in our additional information document attached to this response.

We are committed to right sizing our team to ensure an exceptional customer service and operational experience. To that end, we will add team members as needed throughout the contract. In addition, we will provide ongoing training and support.

We believe we are the best partner for NJEDGE for their Microsoft Licensing needs. We have demonstrated throughout this response how we exceed the requirements of this RFP. This is at our core what we do and the reason we will excel in the fulfillment of this contract more than other organizations who might have diverted focus. NJEDGE will benefit from our dedicated account team and the quality and quantity of our Microsoft support resources. We are a customer centric and agile company laser focused on delighting each customer. We pride ourselves in being honest and transparent with our customers. If awarded, SHI will work tirelessly to provide a seamless transition and world-class support to every NJEDGE member institution. In addition, we will proactively work with NJEDGE to extend the member community and usage of this contract. We provide a solutions based approach to technology procurement versus pushing products to meet a quota. We will conduct webinars, technology days, workshops, and other custom events to bring timely and relevant education to the New Jersey education community.

D. Bidder shall supply the last three (3) year's audited financial statements. Bidder may designate financial statements confidential and may submit them in a separate envelope within the sealed bid envelope that is marked "confidential financial statements."

SHI Response:

SHI considers this information confidential and therefore per bid instructions we have included them in a separate envelope.

- E. Bidder shall provide at least three references – preferably co-op members or educational institutions –including organization name, contact person, e-mail address and telephone number. NJEdge reserves the right to contact other users of the provider's service, and include their responses as part of the evaluation. Failure to provide references as part of its proposal may eliminate the respondent from further consideration.

SHI Response:

New Jersey School Board Association

John Faford

jfaford@njsba.org

609-278-5204

NERCOMP

Ananda Jones

ajones@nercomp.org

VA-Information Technologies (VITA)

Greg Searce

gregory.scearce@vita.virginia.gov

- F. Respondents are invited to submit related collateral materials, brochures, testimonials or other documentation that supports their response. A copy of the form of agreement respondent will propose NJEdge.net execute in connection with the contract award hereunder must be provided.*

SHI Response:

We are very confident in our ability to delight NJEdge customers with our existing level of services currently provided with our management of the volume license contracts in place today. Even so, we remain very committed to ensuring an ever-increasing level of value and benefit to NJEdge and your members. We recognize the significance of constantly increasing value to ensure customer satisfaction and retention.

To highlight our commitment to continued investment in our relationship with NJEdge in support of your end-customers throughout the State, we are pleased to offer the following value added services upon award of any contract resulting from this response.*

**all services offered are available for customers buying eligible software products or services from SHI through a contract resulting from this response.*

Professional Services

SHI has tremendous expertise around all of the technologies available from the manufacturers included in this RFP. Technology consulting, architecture, assessments, upgrades, migrations, implementation, managed services, etc. Our Enterprise Solutions Group offers fee-based engagements to assist our customers with all of the above needs in support of adoption and utilization of technology.

Software Asset Management

SHI's IT Asset Management (ITAM) Organization helps our customers optimize investments in Microsoft technology to ensure continuous compliance and cost savings. There are many advantages to SHI's ITAM Services including audit readiness, license allocation and redeployment, and cost savings. Customers choose from:

- Managed Service –on-going Software Asset Management SAM service allowing for continual improvement of our customers SAM processes. These can be for 1 year or multi-year engagements and can include one publisher or multiple publishers. SHI will provide a quarterly executive SAM summary and review
- Baseline – a one-time SAM analysis, usually focused on one publisher.
- Audit Defense – SHI's expertise in EULA management and compliance, along with partnering legal assistance when necessary, designed to assist in defending against unexpected or ongoing compliance audits from various software manufacturers.

MICROSOFT O365 OFFICE SERVICES

Cloud Climb for Office 365

SHI wants to help NJEdge and its members harness the power of the cloud. Cloud Climb is our collection of custom developed products, tools, and services to help accomplish that goal. We have a variety of ways we can help you get to the cloud.

Office 365 Onboarding - Setting up your O365 tenant can be confusing and doing it wrong can lead to headaches. Our Cloud Climb team has the experience and expertise to guide you through the tenant set up and activation process successfully by leveraging our onboarding assistance.

Base Camp – a perfect leg-up for the technical team that wants to “do it yourself.” Just like a real mountain climb, Base Camp is the place to prepare and map your route both before you begin your journey. Even if you have already begun your climb, you will still find this self-serve portal valuable. Base Camp is a portal full of videos, content, and technical answers your IT staff may need to learn more or prepare for your O365 deployment. SHI has focused on creating and curating content for Technical Decision Makers, Administrators, and Helpdesk professionals to help save you time by consolidating the best resources in one location. To get started with this service, simply connect with your Account Executive.

Start Screen for Office 365 – Deploy one workload and then give Start Screen a try. Office 365 is a great collection of tools, but out of the box, it’s hard to see the whole picture. What’s on Yammer, what have I edited lately, what sites do I have access to? SHI built Start Screen to provide end users with an interactive dashboard that’s engaging. SHI’s Start Screen brings end user information to the forefront regardless of where it resides within Office 365 such as recent documents, SharePoint sites, favorite work apps, Yammer feeds, and calendar events and tasks. Let SHI help get your end users up and running successfully, but leveraging our custom Start Screen app.



Professional Services – for anything beyond DIY...planning, workshops, projects, guidance, SHI can help. We’ve moved lots of organizations to the cloud. In fact, there is very likely an existing climbing route

that we can guide you along. We offer a whole suite of professional services to help you get to the cloud.

Adoption Workshops - Is your IT department ready to “go-live” with O365? Adoption workshops will help provide the technical readiness to support your move to the Cloud. Workshops include a high-level overview and a technical 101 session at a reasonable cost. You have made big investments in O365 and SHI’s Cloud Climb program is designed to help your IT department prepare for a successful deployment by providing a fundamental understanding of O365 or specific workloads you have identified as a priority.

ACCESS TO THE SHI CUSTOMER INNOVATION CENTER

SHI is excited to announce our new state-of-the-art Customer Innovation Center (CIC), designed to allow customers to test and compare IT Solutions before committing to an investment. This includes but is not limited to:

- Server and Database Software
- Management Software Solutions
- Custom Software Solutions
- Security Software
- Hyper-Converged and Converged Infrastructure
- Software-Defined Infrastructure
- Hybrid Cloud
- Big Data
- Mobility / Client Hardware devices

The CIC is designed to be used for:

- Demonstrations – evaluate product features and functions in a real working environment
- Bake-offs – compare products under workloads
- Proofs-of-concept – Test next generation equipment without disrupting your datacenter
- Hands-on training – get a deep dive walkthrough from our solution architects
- Test Drive – our End-User environment will allow you to see what a device will look like in real world use cases. See the application supported from the data center, driven down to the device, with all the security in between.

The CIC will be staffed with trained team members and technical professionals who are knowledgeable on the products and the solutions. As technology advances and changes, the available technologies in the SHI CIC will follow, ensuring that we always have the products and relevant technologies that our customers are interested in evaluating.

When the State is ready to evaluate solutions and products - whether it is Virtualization, Cloud Integration, or the latest End-User Computing products - your dedicated account team will work with you to schedule time and develop a plan with the CIC so you can see the best options in the industry, and choose the right solutions based on observation, not speculation.

Microsoft Agreement Optimization Plan

SHI is proposing a scheduled quarterly meeting to plan and support NJEdge’s Review or scheduled separately as a dedicated meeting.

The Plan represents the following primary components:

- Deployment and Adoption
- SA Benefit Utilization
- SAM Practices
- True Up Optimization
- Proactive Renewal Planning

EA Lifecycle Toolkit

Created as an all-encompassing source of information and detail on your enterprise licensing agreements, the EA Toolkit (sample below) allows for proactive entitlement tracking and budget forecasting. During each quarterly business review (QBR), your Account Executive and Licensing Executive will review the toolkit with NJEdge to provide the latest information around your Microsoft assets.

SA Benefit Analysis

SHI has dedicated Software Assurance Benefit specialists who are prepared to advise NJEdge on the most appropriate way to activate and distribute these benefits within your organization. This includes a pre and post agreement signing conference call to discuss these benefits to ensure NJEdge understands the full scope of these entitlements and how to most effectively utilize them.

Polaris License Consolidation Report:

Provided at no charge, the License Consolidation Report (LCR) provides a summary of your purchases through the volume license programs (i.e. Microsoft Open, Select, or EA, etc.), with the appropriate entitlements and product use rights applied. This report provides a concise, easy to read format of your entitlements. The LCR provides:

- Clarity and control over your license investment
- Reduction in software costs by improving your license utilization
- Information regarding your software assets
- Insight into your license compliance before a Publisher audit
- A solid foundation for an ongoing SAM program

Keeping our Customers Informed

SHI understands the importance of maintaining open communication with our customers and ensuring that you always have the most up-to-date and, even more importantly, correct information available. We provide several vehicles through which we ensure that our customers have the information they need to manage their Microsoft Licensing Agreements.

Microsoft Newsletter—delivered via email with links to the full newsletter, these quarterly updates provide the latest information regarding the Microsoft Licensing Programs and products.

Microsoft Specific Web Seminar Presentations—SHI hosts a series of Web Seminars. These seminars cover a variety of topics relevant to the Microsoft Agreements and Technology. Current schedule is shown below. Register here: <https://analytics.clickdimensions.com/shicom-amoci/pages/etkdn4beeo3gggbqvqcasa.html>

Microsoft Specific Marketing Pieces—SHI will provide marketing pieces to key contacts within your organization. The marketing pieces will include those that we receive from Microsoft, those that SHI

creates for a general audience, and those that SHI creates specific to you.

SHI Blogs—are short news articles to keep our customers up to date on the latest changes and trends impacting the IT industry.



Subscribe to and read our most current blogs here: <http://blog.shi.com/>

A copy of the form of agreement respondent will propose NJEdge.net execute in connection with the contract award hereunder must be provided.

SHI Response:

SHI would like to submit our Customer Resale MSA as an agreement that we will like to review and execute with NJEdge as part of this agreement. Since SHI considers this material Confidential, we have submitted it under separate cover.



COST PROPOSAL

Bidders should submit a detailed cost proposal reflecting its discounted price from list price.

SHI Response:

SHI's completed cost response can be found in the Required Forms section per bid instructions.

REQUESTED BID FORMS

Immediately following are the requested bid forms.

EXHIBIT A EDGEMARKET COOPERATIVE PRICING SYSTEM

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL DEVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or no behalf of the contractor, state that all qualified will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities At.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consisted with the applicable county employments goals established in accordance with N.J.A.C 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or

sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. Of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**EXHIBIT B
EDGEMARKET COOPERATIVE PRICING SYSTEM**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (A) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (B) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (C) A photocopy of an employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employees Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: SHI International Corp

PRINT NAME: Meghan Flisakowski

DATE: 9/24/18

SIGNATURE:  _____

TITLE: Public Program Manager



EXHIBIT C
EDGEMARKET COOPERATIVE PRICING SYSTEM
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor SHI International Corp and the EdgeMarket Cooperative Purchasing System (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities act of 1990 (the "Act") (42 U.S.C. S121 01 et seq., which prohibits discrimination on the basis disability by public entitles in all services, program, and activities provided or made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant there unto, are made a part of this agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violates the Act during the performance of the contract shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agent, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner of any of its agent, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to the contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnifications clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



EXHIBIT D
EDGEMARKET COOPERATIVE PRICING SYSTEM
Form NJ AA302 / Certificate of Employee Information Report (CEIR)

Form AA302
 Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	NAUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/ Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL															
Total employment From previous Report (if any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

Form available at:

https://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)



IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury Division of Purchase & Property Contract Compliance Audit Unit
EEO Monitoring Program
Trenton, New Jersey 08625-0206
Telephone No. (609) 292-5473**



SHI's Affirmative/EEO Plan:

To comply with the company's policy to employ, retain, promote, terminate, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence.

1. A complete up-to-date Personnel Profile of all employees classified by race, sex, and job classification will be maintained and annual reports will be submitted to the Office of Equal Employment Opportunity and Contract Compliance.
2. All employees will be advised at the time of employment and during the HR orientation that SHI is an equal opportunity/affirmative action employer and that hiring, promotion, is based on an individual's qualifications and ability to perform the work.
3. A company policy statement outlining SHI's commitment to equal employment opportunity will be posted on SHI's intranet site, MySHI as well as within the Handbook. A detailed policy outlining SHI's commitment to affirmative action will be accessible upon request within the Human Resources department.
4. The company has appointed Michael Haluska to serve as the equal employment opportunity/affirmative action officer. The EEO/AA is authorized to supply reports and represent this company in all matters regarding this affirmative action plan.
5. Officer will be responsible for the following:
 - A. Implementing all phases of the plan;
 - B. Conducting quarterly audits of employment practices to ensure non-discrimination
 - C. Yearly instructing supervisor about their responsibility to ensure that minorities are not subject to any type of discriminatory practices or harassment
 - D. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity, this is done via Job posting (MySHI), SHI newsletter, recruiters.
6. HR reviews all applicants and the hiring/promoting records with CEO of SHI to audit the increase in the job categories that are available or promotable in the recruitment labor area.
7. Training is provided to the degree that the company is reasonably able to undertake as a means of making all job classes available to minorities.

Signature of Company Official

Sam DeGroot
Sam DeGroot, Sr. Human Resources

Title

Date

7/1/15

CO= R608600
 U= R608600

**EQUAL EMPLOYMENT OPPORTUNITY
 2017 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2**

SECTION B - COMPANY IDENTIFICATION

1. SHI INTERNATIONAL CORP.
 290 DAVIDSON AVENUE

 FRANKLIN, NJ 08873

2.a. SHI INTERNATIONAL CORP.
 290 DAVIDSON AVENUE

FRANKLIN, NJ 08873
 SOMERSET COUNTY
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:611429481 EIN :223009648

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS	
	***** MALE *****												***** FEMALE *****			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	2	1	18	2	0	2	0	0	6	0	0	1	0	0	32	
FIRST/MID OFFICIALS & MGRS	16	13	150	16	0	8	0	4	93	5	0	10	0	5	320	
PROFESSIONALS	52	35	300	47	4	53	0	15	187	45	0	33	1	11	783	
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SALES WORKERS	105	70	618	67	2	34	1	18	339	37	0	28	0	18	1337	
ADMINISTRATIVE SUPPORT	26	12	65	41	0	24	1	4	15	11	0	5	0	3	207	
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	201	131	1151	173	6	121	2	41	640	98	0	77	1	37	2679	
PREVIOUS REPORT TOTAL	173	115	1139	146	2	127	1	40	634	98	1	82	4	23	2585	

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/18/2017 THRU 12/29/2017

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: MICHAEL HALUSKA
 EEO-1 REPORT CONTACT PERSON: MICHAEL HALUSKA
 EMAIL: MICHAEL_HALUSKA@SHI.COM

TITLE: VP Of Human Resources
 TITLE: VP of human Resources
 TELEPHONE NO: 7328686006

CERTIFIED DATE[EST]: 02/21/2018 11:56 AM



**EXHIBIT E
EDGEMARKET COOPERATIVE PRICING SYSTEM**

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: [Bid # 269EMCPS-19-001](#)__ VENDOR/BIDDER: [_SHI International Corp](#)

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

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

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

Signature _____



Date 9/24/2018



**EXHIBIT F
EDGEMARKET COOPERATIVE PRICING SYSTEM**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Authority must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Respondents must review this list prior to completing the below certification. Failure to complete the certification will render a Respondent's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, the Authority shall take action as may be appropriate and provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the respondent listed above nor any of the respondent's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the respondent and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN (IF APPLICABLE)

You must provide a detailed, accurate and precise description of the activities of the responding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS, PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.

Name _____

Relationship to Bidder _____



Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Respondent's Contact Person _____

Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the College is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the College to notify the College in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my contract(s) with the College which, at its option, may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Meghan Flisakowski

Signature: 

Title: Public Program Manager

Date: 9/24/18

**EXHIBIT G
EDGEMARKET COOPERATIVE PRICING SYSTEM**

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: SHI International Corp

Organization Address: 290 Davidson Ave Somerset, New Jersey 08873

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Thai Lee	290 Davidson Ave Somerset, NJ 08873
KoGuan Leo	290 Davdison Ave Somerset, NJ 08873

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s


Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of

every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

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

Part IV Certification

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

Full Name (Print):	Meghan Flisakowski	Title:	Public Program Manager
Signature:		Date:	9/24/18

**Exhibit H
EDGEMARKET COOPERATIVE PRICING SYSTEM**

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Somerset _____:

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

I am Director of Response Team _____ of the firm of SHI International Corp _____
(title or position) (name of firm)
the bidder making this Proposal for the bid entitled Microsoft LSP, and that I executed the said
proposal with full authority to do so that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said proposal
and in this affidavit are true and correct, and made with full knowledge that the EdgeMarket Cooperative
Purchasing System relies upon the truth of the statements contained in said Proposal and in the
statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Natalie Castagno
Signature

September 28, 2018

[Signature]
Notary public of New Jersey

(Type or print name of affiant under signature)

My Commission expires July 7, 2019

(Seal)



EXHIBIT I
EDGEMARKET COOPERATIVE PRICING SYSTEM
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
<u>#1</u>	<u>9/19/18</u>	<u>MEFL</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: SHI International Corp
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: Meghan Flisakowski
(Print or Type)

Title: Public Program Manager

Date: 9/24/18



**EXHIBIT J
EDGEMARKET COOPERATIVE PRICING SYSTEM**

**BID PROPOSAL FORM
Bid # 269EMCPS-19-001**

(Contract Title and Bid Number, if applicable)

Microsoft LSP
(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

cost plus one percent

Amount in words

\$ cost plus 1%
Amount, shown as a percentage discount

SHI International Corp
Company Name

22-3009648
Federal I.D. # or Social Security #

290 Davidson Ave Somerset, New Jersey 08873
Address



Signature of Authorized Agent

Meghan Flisakowski
Type or Print Name

Title: Public Program Manager

5123170799
Telephone Number

9/24/18
Date

1-888-896-8860
Fax Number

meghan_flisakowski@shi.com
E-mail address



**EXHIBIT K
EDGEMARKET COOPERATIVE PRICING SYSTEM**

VENDOR CONTACT FORM

If you are awarded a contract with NJEdge, we will post this contact information on our website for members seeking quotes or other sales-related inquiries. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls and have knowledge of your award:

Bid:	Bid No. 269EMCPS-19-001
Vendor:	SHI International Corp
Representative:	Dominick Fama – Account Executive
Address:	290 Davidson Ave Somerset, New Jersey 08873
Telephone #:	888-744-4084
Email:	Dominick_fama@shi.com
Website:	https://www.publicsector.shidirect.com

Additional Team Information:

Dallas Kraft - Inside Account Manager - Dallas_Kraft@shi.com

Nirav Patel - Inside Account Manager - Nirav_Patel@shi.com |

Christine Fellin - Inside Account Manager – Public Sector Christine_Fellin@shi.com

Kyle George - Inside Account Manager – NJ Team | Kyle_George@shi.com |

Travis Oberweis - Inside Account Manager | Travis_Oberweis@shi.com |

Greg Malandrucolo - Inside Account Manager - Greg_Malandrucolo@shi.com |

Taylor Dickson - Inside Sales Operations Manager - Taylor_Dickson@shi.com

Office: 732-584-8334



TERMS AND CONDITION

Immediately following are the clarifications to the terms and condition that SHI wishes to review with NJEdge. In addition, we have included a Resale MSA as a confidential document that we will review with NJEdge if awarded.

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
R. Subletting or Assigning of Agreement	Proposer shall not sublet, sell, transfer, assign, or otherwise dispose of any resulting contract or any portion thereof or of the work provided for therein, or of its right, title, or interest therein, to any person, firm or corporation without the written consent of NJEDGE.net.	Proposer Neither party shall not sublet, sell, transfer, assign, or otherwise dispose of any resulting contract or any portion thereof or of the work provided for therein, or of its right, title, or interest therein, to any person, firm or corporation without the written consent of NJEDGE.net the other party.	SHI requests assignment provision to be mutual. If SHI is awarded the bid, SHI would like this language added in the final contract.
S. Termination	NJEDGE.net reserves the right to terminate any contract resulting from this RFP for default if the successful proposer breaches any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which NJEDGE.net may have under the contract or in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to NJEDGE.net's satisfaction and/or to meet all other obligations and requirements.	NJEDGE.net The parties reserves have the right to terminate any contract resulting from this RFP for default if the successful proposer breaches any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which NJEDGE.net a party may have under the contract or in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to NJEDGE.net's satisfaction and/or to meet all other obligations and requirements. Any resulting contract may be terminated	SHI requests termination for default provision to be mutual. If SHI is awarded the bid, SHI would like this language added in the final contract.



	Any resulting contract may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified therein.	without cause upon thirty (30) days written notice to either party unless otherwise specified therein.	
ADD		<p><u>Warranty.</u></p> <p><u>Contractor is a value added reseller (“VAR”) of goods and services, which include third party computer hardware, computer software, and IT services, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding product provided under this Agreement.</u></p> <p><u>Contractor shall forward the warranties to the NJEDGE.net which are provided to Contractor from the OEM of the product, and to the extent granted by the OEM, the NJEDGE.net shall be the beneficiary of the OEM’s warranties with respect to the product. Contractor is not a party to any such terms between The NJEDGE.net and OEM and The NJEDGE.net agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM’s product.</u></p> <p><u>EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT</u></p>	<p>SHI is a reseller of products and will pass through any OEM warranties to The NJEDGE.net.</p> <p>If SHI is awarded the bid, SHI would like this language added in the final contract.</p>



		<u>THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.</u>	
ADD		<u>Return Policy. All returns for products purchased under this agreement are subject to the Contractor's return policy at: www.shi.com/returnpolicy</u>	Return policy governing product returns. If SHI is awarded the bid, SHI would like this language added in the final contract.
ADD		<u>LIMITATION OF LIABILITY:</u> <u>A. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</u> <u>B. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE NJEDGE.net TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE NJEDGE.net ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT</u>	Added in for protection of both parties. If SHI is awarded the bid, SHI would like this language added in the final contract.



		<u>WITHOUT THESE LIMITATIONS ON ITS LIABILITY.</u>	
ADD		<p>Force Majeure. Neither party to this Agreement shall be liable to the other to the extent any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, is due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting NJEDGE.net, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.</p>	<p>Added in for protection of both parties.</p> <p>If SHI is awarded the bid, SHI would like this language added in the final contract.</p>



855-832-EDGE (3343) | www.njedge.net

September 27, 2018

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Attn: Meghan Flisakowski

Ref: EdgeMarket RFP #269EMCPS-19-01

Dear Ms. Flisakowski:

Thank you for participating in NJEdge's Microsoft Licensing Services Provider Request For Proposals, which was publicly advertised as EdgeMarket RFP #269EMCPS-19-01.

Your proposal has been reviewed and NJEdge hereby seeks to notify you of our intent to award this contract to SHI in accordance with your proposal. NJEdge's Chief Financial Officer, Joseph Rearden, will contact you to finalize the contract and prepare a joint press release regarding this award.

We look forward to working with SHI to serve NJEdge members and their missions in education, government, and health care.

Congratulations,

A handwritten signature in black ink, appearing to read "Samuel S. Conn". The signature is fluid and cursive, with a long horizontal stroke at the end.

Samuel S. Conn, Ph.D.
President and Chief Executive Officer

cc: J. Rearden

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Newark, NJ 07102

Network Operations Center
1410 Wall Church Road
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Technology Advancement Office
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