

**RFP 22-68786 BUSINESS PROPOSAL
ATTACHMENT E**

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

- 2.3.1 General (optional)** - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

- 2.3.2 Respondent's Company Structure** - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

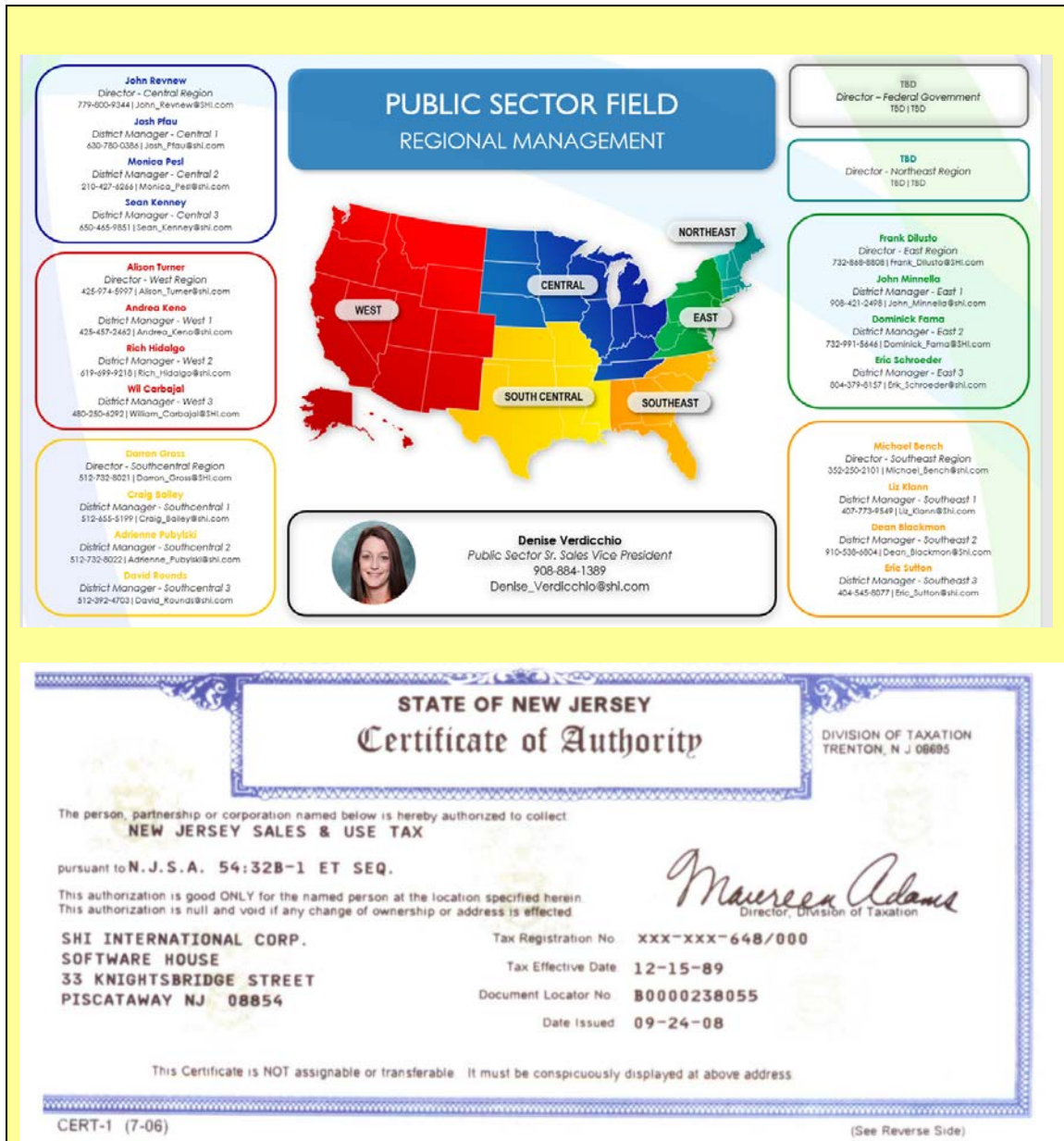
Not only is SHI International Corp. recognized as one of today's top IT Solutions providers, but it is also the largest privately-owned, M/WBE organization in the country. SHI prides itself on its customer-centric spirit and its ability to facilitate solutions, services, and hardware and software products for its national and global clients. Loyalty and reliability drive every partnership SHI maintains.

SHI was incorporated in New Jersey on November 28th, 1989, and currently maintains 30 offices worldwide with our headquarters in Somerset, New Jersey. In addition to SHI headquarters, our SHI Government Solutions (with its principal place of business in Austin and additional field offices in Grand Prairie, El Paso, and Houston), was incorporated in the State of Texas in 1999 and is dedicated to Government, Education and Healthcare sales within the State of Texas.

The organizational chart below provides a high-level view of the SHI Sales Organization. The State of Indiana is supported by the Public Sector Field team and a high-level organization chart is provided for that team as well. Additionally, specific information regarding the State's dedicated account team is available in SHI's Business Response.

Public Sector Field

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



2.3.3 Respondent's Diversity, Equity and Inclusion Information - With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer, on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the state. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents' Executive Staff and Board Members, if applicable.

SHI sees diverse suppliers as the cornerstone of our organization's success, helping us consciously source our products and services in an exemplary fashion while maintaining profits, growing customers, improving the economy, and encouraging innovation. In 2004, SHI launched an executive initiative to increase our corporate presence in the minority business

community with the establishment of a diversity business development program. An executive-level position was created to meet our customers' expectations for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully staffed team dedicated to supplier diversity matters for our clients and vendor partners.

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

Meet SHI's Diversity Team

SHI's Diversity Team seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As a minority-owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs. Our Diversity Team brings broader, fresh ideas and new perspectives to the table for the good of everyone.

Romance Watson, Director of Supplier Diversity and Inclusion – Romance continues to build SHI's network of MBE-to-MBE relationships, which increases our current MBE Partner Network program. Romance and his team manage and provide over 200 Quarterly Diversity Spend Reports for our clients today. As the SHI's company ambassador, he continues SHI's tradition as a diverse premiere business demonstrating excellence in leadership, management, customer and client satisfaction through our companies expanded service offerings globally.

Romance began his career at SHI International as a Strategic Account Executive in July 1994, supporting many major corporate clients in Pennsylvania and Maryland. In 2009, he transitioned to become Manager of Diversity Business Development to enhance SHI's growing presence with the global supplier diversity community and corporations that value supplier diversity across the U.S. and abroad. As of January 2016, Romance assumed his new role as the Director of Supplier Diversity and Inclusion. This role includes:

- Traveling across the U.S. attending joint meetings with our Account Executives and their clients;
- Participating as a Senior Leadership host/presenter or content expert panelist;
- Engaging in major corporate client diversity summits; and
- Sponsoring diversity vendor events associated with NMSDC and WBENC and serving as a diversity business mentor and board member to a growing Wilmington DE-based WOSB IT company.

Takeysha Baskerville, Employee Engagement & Culture Specialist – Takeysha, a graduate of Temple University, has amassed 14 years of experience in the I.T. industry with SHI. After spending eight years in Sales supporting Global Fortune 500 corporations, she then

transitioned to a dual role managing Sales Events and the SHI Supplier Diversity & Inclusion initiative. In this role, Takeysa has worked diligently to increase SHI's supplier diversity presence globally, including traveling across the U.S. participating in major client diversity conferences. She also manages the distribution of over 200 Quarterly Diversity Spend Reports to customers and sponsors diversity events associated with WBENC and the NMSDC. As the diversity representative for SHI, Takeysa regularly promotes SHI's Core Value of building a culture of diversity, equality, and inclusion.

Kaitlyn Brennan, Manager of Employee Engagement and Culture – Kaitlyn, a graduate of Rutgers University, began her career at SHI in 2016. After spending two years providing I.T. support to education customers, Kaitlyn transitioned to a dual role handling Sales Events and the Supplier Diversity & Inclusion initiative at SHI. In this role, Kaitlyn has helped advance the SHI Diversity & Inclusion initiative to a larger scale. Along with her diversity team members, Kaitlyn helps mentor other M/WBE clients and partners who want to grow their supplier diversity program. She manages our many diversity certifications to keep SHI M/WBE certified with many councils, including WBENC, NMSDC, and CAMSC. She also represents SHI at major diversity conferences around the U.S. As a diversity representative for SHI, Kaitlyn is strongly committed to supporting SHI's clients and partners' diversity needs.

MBE Partner Network and Initiatives

SHI actively recruits minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses as "Go-To" partners for both SHI internal services and Client Services requests. This program's success is coupled with an executed Partner Teaming Agreement with minorities, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. We actively mentor several groups seeking to promote them internally and to other SHI customers. To date, these businesses have gained entrée into several of SHI customers as a direct result of SHI's referral. Our diversity team engages our Director of Partner Network to attend supplier diversity events with the sole purpose of recruiting additional "Go-To" minority-owned businesses.

Tier II Program

SHI is committed to the growth, development, and mentoring of minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. Not only is this relationship crucial to our significant client's continued success, but we also see it as a mutually beneficial one. As a result, capturing and retaining our clients' loyalty that value diversity spending is an integral part of our professional services strategy. As a large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database to seek out qualified certified minority, women, veteran, and disabled/small disadvantaged/HUB Zone-owned businesses to complement our major clients' overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to many of our major business segment clients today. We provide Tier I quarterly reports to 200+ clients today. By customer request, we also offer Tier II reporting where the totals reflect a direct link to our customer procuring professional services through a subcontract arrangement that is directly tied to the client's performed service.

SHI understands there is value along with a continued commitment on the State of Indiana's part to help increase your Tier II spending with minority, women, veteran, and disabled/small

disadvantaged/HUB zone-owned businesses. In support of this commitment, SHI pro-actively collaborates with these diverse businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

Summary

Whether positioned as a prime supplier or a minority / woman-owned supplier, SHI International Corp. provides the same great level of outstanding products, services, and first-class support to our customers. SHI has successfully launched and is committed to growing its diverse business development initiative. We have paired with our Partner Network team to fully engage minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses.

- 2.3.4 Company Financial Information** - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.**

SHI acknowledges this requirement and has provided our D&B reports in the "2.3 Attachment E Business Proposal" file.

- 2.3.5 Integrity of Company Structure and Financial Reporting** - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

SHI acknowledges this requirement and confirms that the President and Owner of SHI takes responsibility for the thoroughness of financial reporting and audits that are conducted at SHI. For this response, SHI has provided our D&B report and to the best of our abilities, it has been internally reviewed and we feel this report provides an accurate assessment of SHI.

2.3.6 Contract Terms/Clauses - Please provide the information requested in RFP
Section 2.3.6. Additional rows may be added if necessary.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
24. Indemnification The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.	The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, reasonable attorney's fees, and other expenses caused by any act or omission the gross negligence, willful misconduct or violation of law of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.	SHI will indemnify against third party claims due to its gross negligence, willful misconduct or violation of law in its performance under this agreement.
28. Insurance. A. 1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. 2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis	A. 1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$51,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. B. 2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$51,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.	SHI insurance policy limits are listed as such.
ADD	Limitation of Liability NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN	If awarded, SHI would like this clause added to the final contract.

	CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE STATE OF INDIANA TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.	
ADD	All returns shall be subject to the contractor's return policy at www.shi.com/returnpolicy	If awarded, SHI would like this clause added to the final contract.
ADD	WARRANTY DISCLAIMER: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.	If awarded, SHI would like this clause added to the final contract.
ADDITIONAL TERMS FOR CLOUD SERVICES ENGAGEMENTS Exhibit 1 5. Audits A. Contract Audit. The State shall be permitted to conduct audits to confirm that the Contractor is adhering to the terms of the Contract – including these Cloud Terms, the SOW, and an SLA – at the State's discretion and expense. The audits may be conducted by the State or by a third party. B. Data Center Audit. The Contractor must have each of the data centers where the Data, state applications, or other information of the State are maintained audited by an independent third-party auditor at least once annually, at the Contractor's expense, and the Contractor must provide a complete copy of the resulting SOC2 report – or an IOT-approved equivalent – to IOT and any Agency Contacts. The State may also conduct an annual audit of these data centers at the State's expense. The State's audit may be conducted onsite or remotely by the State or a third-party auditor. The State shall provide at least 30 days' notice to the Contractor in advance of any such audit, and the Contractor shall take reasonable steps to facilitate it – including by making its staff available to the State or the State's auditor.	A. Contract Audit. Upon (30) thirty days written notice The State shall be permitted to conduct audits to confirm that the Contractor is adhering to the terms of the Contract – including these Cloud Terms, the SOW, and an SLA – at the State's discretion and expense. The audits may be conducted by the State or by a third party. Such audits are limited to once in a twelve-month period. B. Data Center Audit. The Contractor must have each of the data centers where the Data, state applications, or other information of the State are maintained audited by an independent third-party auditor at least once annually, at the Contractor's expense, and the Contractor must provide a complete copy of the resulting SOC2 report – or an IOT-approved equivalent – to IOT and any Agency Contacts. The State may also conduct an annual audit of these data centers at the State's expense. The State's audit may be conducted onsite or remotely by the State or a third-party auditor. The State shall provide at least 30 days' notice to the Contractor in advance of any such audit, and the Contractor shall take reasonable steps to facilitate it – including by making its staff available to the State or the State's auditor.	SHI requires written notice and limits audit frequency. Data Center Audit does not apply because SHI will not house or store customer data or customer applications within its data centers. SHI is not a hosting, SaaS, IaaS or PaaS provider. The only customer data SHI would have in its data centers is transaction data in order to fulfill orders and manage the business relationship between the customer and SHI.
7. Warranties. A. The Service. With respect to the Service, the Contractor warrants as follows:	A. The Service. With respect to the Service, the Contractor shall pass through all standard manufacturer warranties and guarantees	SHI is a reseller and will pass through all manufacturer warranties to the state. SHI will also facilitate any warranty

	which warrants as follows:	claims.
8. Liability. A. Limitation. The Contractor's per-event liability under the Contract shall be limited to three times the sum that the State will pay to the Contractor for the Service, with the understanding that multiple losses stemming from the same root cause shall constitute a single event. FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES – INCLUDING LOSS OF PROFIT, INCOME, OR SAVINGS – EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS.	A. Limitation. The Contractor's per-event liability under the Contract shall be not limited exceed to three times the sum that the total amount of fees actually paid or payable by the State will pay to the Contractor for the Service under this Contract for the year previous to the incident which gave cause for such liability, with the understanding that multiple losses stemming from the same root cause shall constitute a single event. FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES – INCLUDING LOSS OF PROFIT, INCOME, OR SAVINGS – EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS.	SHI wishes to limit liability to the total amount of fees actually paid or payable by the State to SHI under this agreement for the year previous to the incident which cause for such liability.

2.3.7 References - Reference information is captured on **Attachment I**. Respondent should complete the reference information portion of **Attachment I**, which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment I** should be completed by the reference and **emailed DIRECTLY** to the State. The State should receive three **Attachment Is** from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. **Attachment I** should be submitted to idoareferences@idoa.in.gov. **Attachment I** should be submitted no more than ten (10) business days after the proposal submission due date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

Customer 1	
Legal Name of Company or Governmental Entity	County of Passaic
Company Mailing Address	401 Grand Street RM 101
Company City, State, Zip	Paterson, New Jersey
Company Website Address	Passaiccountynj.org
Contact Person	Micah Hassinger
Contact Title	CGCIO, Director
Company Telephone Number	973-754-6855
Company Fax Number	N/A

Contact E-mail	micaHH@passaiccountynj.org
Industry of Company	Ste and Local Government
Customer 2	
Legal Name of Company or Governmental Entity	State of Minnesota
Company Mailing Address	658 Cedar Street
Company City, State, Zip	Saint Paul, Minnesota 55115
Company Website Address	www.mn.gov
Contact Person	Perry Egertson
Contact Title	Assistant Director of IT Procurement
Company Telephone Number	651-201-1063
Company Fax Number	N/A
Contact E-mail	Perry.egertson@state.mn.us
Industry of Company	State and Local Government
Customer 3	
Legal Name of Company or Governmental Entity	Ball State University
Company Mailing Address	2000 W University Avenue
Company City, State, Zip	Muncie, Indiana 47306
Company Website Address	www.bsu.edu
Contact Person	Fawn Kristine Gary
Contact Title	Office of VP for Information Technology
Company Telephone Number	765-285-1034
Company Fax Number	N/A
Contact E-mail	fawngary@bsu.edu
Industry of Company	State and Local Government

2.3.8 Registration to do Business – Per RFP 2.3.8, Respondents providing the products and/or services required by this RFP must be registered to do business by the Indiana Secretary of State. The Secretary of State contact information may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

SHI is registered to do business with the State and has provided the documents in the 2.3 Attachment E folder. If additional information is required, SHI agrees to work with the State to provide proper documentation.

2.3.9 Authorizing Document - Respondent personnel signing the Executive Summary of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A

copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

Meghan Flisakowski is authorized to sign on behalf of SHI. As requested, SHI has provided the Signature Authority document in the 2.3 Attachment F Business Proposal folder (SHI International Corp Signature Authorization).

2.3.10 Diversity Subcontractor Agreements -

- a. Per RFP Section 1.21, Minority & Women's Business Enterprises (MBE/WBE), and 1.22, Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.

SHI has invited the below partners to participate in this RFP. All partners have accepted the invitation and completed Attachment A.

1. ST Logistics-MBE
2. Vespa Group- IVOSB
3. Lucidait- WBE

- b. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

N/A

2.3.11 Evidence of Financial Responsibility – Removed at the request of the agency.

N/A

2.3.12 General Information - Each Respondent must enter your company's general information including contact information.

Business Information	
Legal Name of Company	SHI International Corp
Contact Name	Meghan Flisakowski

Contact Title	Public Sector Director Proposals
Contact E-mail Address	Meghan_flisakowski@shi.com
Company Mailing Address	290 Davidson Ave
Company City, State, Zip	Somerset, New Jersey 08773
Company Telephone Number	888-591-3400
Company Fax Number	877-289-6088
Company Website Address	https://www.publicsector.shidirect.com/
Federal Tax Identification Number (FTIN)	22-3009648
Number of Employees (company)	4900
Years of Experience	30
Number of U.S. Offices	Over 30
Year Indiana Office Established (if applicable)	N/A
Parent Company (if applicable)	N/A
Revenues (\$MM, previous year)	11B
Revenues (\$MM, 2 years prior)	10B
% Of Revenue from Indiana customers	N/A

- a.** Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Yes. See Disaster Recovery Plan attached in folder labeled "Attachment Folder".

- b.** What is your company's technology and process for securing any State information that is maintained within your company?

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

additional training annually thereafter. The social engineering training educates employees to identify and report potential phishing attempts.

These reported attempts are reviewed by a dedicated SHI Information Security team for malicious links and attachments. The email's origins are investigated to determine if the email came from a potentially fraudulent source or a compromised email account. Appropriate actions such as blocking or informing the affected company are then taken. The Information Security team manages many of SHI's security tools such as data loss prevention, anti-virus, anti-malware, IPS, and web filtering gateways. Other technical controls in place include firewalls, encryption for data at rest and in transit, and access controls (passwords, SSO, etc.). The Information Security team also creates our internal security policies and constantly monitors activity in our systems, carefully looking for unusual or suspicious behavior. The SHI Information Security team sends regular notifications to SHI all employees about any newly discovered or known threats, not only for SHI team members, but also those that may affect our customers.

2.3.13 Experience Serving State Governments - Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

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

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

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

2.3.14 Experience Serving Similar Clients - Please describe your company's experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

SHI believes that throughout our Technical Response and previously within this response we have provided detailed information regarding our capabilities as well as details about similar customers. The Public Sector team is proud to support all its customers throughout the country. As described previously, both our dedicated Public Sector team and our dedicated SM SLED team ensure that – regardless of the size or location of a customer – end-users have perpetual sales support within SHI.

Currently our largest Public Sector top ten states, in order of spend, are:

1. State of Texas
2. State of New York
3. State of Florida
4. State of New Jersey
5. State of California
6. State of North Carolina
7. Commonwealth of Virginia
8. State of Missouri
9. Commonwealth of Massachusetts
10. State of Oregon

The NJSBA 21st Century Classroom Solutions Contract

The three-year NJSBA contract, which commenced on 8/8/2017, consists of two, one-year extensions. NJSBA has exercised both extensions and are extending the contract in to 2022. SHI is pleased to be a partner on this contract, providing school districts across New Jersey a vehicle to save money on the items necessary to create 21st century classrooms.

Patrice Maillet – Director Business Development
New Jersey School Boards Association
413 West State Street Trenton, NJ 08605
(609) 278-5227(office)
pmaillet@njsba.org

Virginia Information Technologies Agency (VITA)

SHI has been the COTS Software reseller for the Commonwealth of Virginia since 2009 and has been awarded three times over that timeline based on competitive response. Scope includes COTS Software, SaaS, and related services for a large catalog of vendors. Major milestones are 2/2/2009 (original award), 4/1/2014 (second award) and 9/17/2018 (current award). SHI employs 6 sales reps in territory to support this contract in addition to our internal teams of licensing specialists, Licensing executives and contracts representatives.

Jimmy MacKenzie

11751 Meadowville Ln Chester VA 23836
804-752-2323
james.mackenzie@vita.virginia.gov

State of Arizona/NASPO

SHI has been diligently working with the State of Arizona on the current NASPO SVAR contract since September 2019. In addition to NASPO, SHI and the State have worked for the past few years on other State procurement related contracts and projects..

John Red Horse - IT Procurement Group Manager
ADOA – State Procurement Office | State of Arizona
100 North 15th Avenue, Suite 402, Phoenix, AZ 85007
602-542-2075 c: 602-695-6602
john.redhorse@azdoa.gov

SHI is proud of our record of success with our customers. We have never had a contract terminated by a customer, nor has SHI ever failed to deliver under a contract.

2.3.15 Payment – Please provide the requested information in RFP Section 2.3.15.

SHI acknowledges and will comply with the payment requirements. SHI can accept multiple payment forms but if the State implements a credit card only policy, SHI will ensure that all sales team members are aware of the requirement and only process orders being charged on a credit card. If awarded, SHI would like to better understand and work to address the State's concerns regarding other payment forms and review options to ensure that this agreement will not adversely affect the overall contract.

2.3.16 Cloud Terms

The State's Additional Terms for Cloud Services Engagements can be found in Attachment **B1**.

The State may require the reseller and some publishers to agree to privacy and security language, similar to the language found in Attachment **B2**.

The State will also require publishers with cloud-based solutions to complete a cloud questionnaire similar to Attachment **M – Cloud Questionnaire**, which has been included for reference only. Resellers do not need to complete Attachment **M – Cloud Questionnaire** as part of their RFP response.

Please review Attachment **B1 - Additional Terms for Cloud Services Engagements** and indicate acceptance and/or any redlined edits, via Track Changes. The State reserves the right to reject any and all requested changes. Any or all portions of this RFP and any or all portions of your response may be incorporated as part of the final contract.

Alternate language is proposed in Attachment N.