

**AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
SHI INTERNATIONAL CORP.
FOR
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES
COOPERATIVE AGREEMENT**

THIS AGREEMENT is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 (“City”), and **SHI INTERNATIONAL CORP.**, a Foreign profit corporation, whose mailing address is 290 Davidson Avenue, Somerset, NJ 08873 (“Contractor”). City and Contractor may be referred to herein individually as a “party” or collectively as the “parties.”

WITNESSETH

WHEREAS, the City requires goods and services of Contractor pursuant to RFP #2024056 for Information Technology Solutions Products and Services, dated 11/16/2023, and resulting Contract #2024056-02 between the City of Mesa, AZ (OMNIA) and Contractor for Goods and Services, including its amendments, assignments, renewals and addenda (collectively referred to as “Contract Documents” or the “Contract”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor, its predecessors and/or assignors, and the City of Mesa, (OMNIA), including any and all contract renewals, amendments and change orders, substituting the “City of Port St. Lucie” for “the City of Mesa, AZ (OMNIA)” in all places; and

WHEREAS, the City has the authority to enter into this Agreement with Contractor per RFP #2024056, in the Scope of Work, Section 6, dated November 16, 2023, which was agreed upon by both the City of Mesa, AZ (OMNIA), and the Contractor, its predecessors and/or assignors; and

WHEREAS, the City has determined that the original procurement was lawful, the Contractor, its predecessors and/or assignors, acted at all times in accordance with Florida law when bidding and the competitive procurement method used by the City of Mesa, AZ (OMNIA) is consistent with the purchasing policies and requirements of the City.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

Section 1. Whereas. The “whereas” clauses are hereby incorporated herein as forming the intent, purpose and scope of this Agreement.

Section 2. Terms. The parties agree that pursuant to RFP #2024056, in the Scope of Work, Section 6, dated November 16, 2023, agreed upon by Contractor and the lead agency, the City of Mesa, AZ (OMNIA), the City is authorized to utilize the Contract via cooperative agreement, as follows:

- A. Incorporation of the Contract. Except as otherwise set forth in this Agreement, the parties hereby incorporate into this Agreement the terms and conditions of the Contract between the Contractor, its predecessors, successors and/or assignees, and the City of Mesa, AZ (OMNIA), including any contract renewals, amendments and change orders.
- B. Substitution. Except where the context requires otherwise, such as, but not limited to, compliance with City ordinances and regulations, City shall be deemed substituted for the City Of Mesa, AZ (OMNIA), Buyer, and/or Customer regarding any and all provisions of the Contract, including by example, but not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, covenants, representations, and warranties of Contractor made in the Contract are restated as if set forth fully herein, made for the benefit of City, and incorporated herein.
- C. Term. This Agreement shall be effective from the date upon which all parties have executed it through 07/01/2028 with the option to renew for a maximum of six (6) years.
- D. Purchase Orders. Unless otherwise specified, orders will be placed by a City-issued Purchase Order. The City may use the internet to communicate with Contractor and place orders as permitted under the Contract. The terms and conditions on any order form, quote, or similar document (digital, physical, or otherwise), shall not have any precedence over the language in this Agreement or the Contract.
- E. Product and Pricing. In accordance with the Contract, City may purchase as per the attached Contractor Price List by category submitted by Contractor on December 21, 2023. The Price List is attached hereto and incorporated herein by this reference.
- F. Delivery Time and Location. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. Other delivery requirements consistent with the Contract and this Agreement may be set forth the Purchase Order.

- G. Government Appropriation. The parties acknowledge and agree that, if any purchases are made beyond City's current fiscal year (on or after October 1st), such purchases made under this Agreement are contingent upon an annual budget appropriation by the City Council.
- H. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.
- I. Conflict. In the event of conflict between the Contract and this Agreement, the terms and conditions in this Agreement shall supersede and take precedence over the Contract.
- J. Sovereign Immunity. Nothing in this Agreement, nor in the Contract, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in section 768.28, Florida Statutes.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

Section 4. Public Records. Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>).
 - 2. During the term of the Agreement, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City.
 - 3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents,

meeting notes, emails, and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours, all books of account, reports, and records relating to this Agreement.
 5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM**

Section 5. Scrutinized Vendors List. By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are

not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

Section 6. Law, Venue and Wavier of Jury Trial. This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 7. Indemnification. Shall be as stated in the Contract.

Section 8. Insurance. The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers’ Compensation Insurance & Employer’s Liability: The Contractor shall agree to maintain Workers’ Compensation Insurance & Employers’ Liability in accordance with section 440, Florida Statutes. Employers’ Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by contractor qualify its employee(s) for benefits under Federal Workers’ Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in

addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **“City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be included as additional insured and shall include City Contract #20250077 – Information Technology Solutions Products and Services.”** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned, and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Agreement, Contractor agrees to a Waiver of Subrogation. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractor, or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of this Agreement.

Section 9. Audits. The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out- of- pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor with thirty (30) days written notice, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at

the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities. Such audits shall only take place once during a twelve (12) month period, unless City is audited, in which case this limitation does not apply.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

Section 10. E-Verify. In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated.

The parties agree that any such cause of action shall be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

Section 11. Construction. The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term “including” in this Agreement shall be construed as “including, without limitation.” Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

Section 12. Discriminatory, Convicted, and Antitrust Violator Vendor Lists. Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Section 13. Cooperation with Inspector General. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

Section 14. Non-Exclusivity. Contractor acknowledges and agrees that this Agreement is non-exclusive.

Section 16. Merger. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

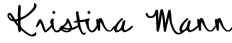
SIGNATURE PAGE FOLLOWS

CITY OF PORT ST. LUCIE,
A Florida municipal corporation

Caroline Sturgis
Director, Office of Management & Budget

Date: _____

CONTRACTOR,
SHI International Corp.

DocuSigned by:


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Date: 3/17/2025

National Pricing Discount**SHI Contract # 2024056-02**

For each item listed on the National Pricing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellowes, Belkin, Kensington, Tripplite, Dell, HP, Apple, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. **In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).**

- A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
 B. Describe the catalog or index that discounts will be taken.
 C. Describe any special manufacturer pricing available to Participating Agencies.
 D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
 E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

				If applicable, you may add additional manufacturers/discounts	If applicable, you may add additional manufacturers/discounts					
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name		
1.00	Group 1 - Systems	1) Desktops	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple,etc)	%		%			
		2) Notebooks	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer,Apple etc)	%		%			
		3) Tablets	3%	Full Catalog (Exmaples are HPE, Dell, Lenovo, Acer, Surface,Apple etc)	%		%			
		4) Servers (Physical and Virtual) (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	3%	Full Catalog (Examples are Dell,HPE, Lenovo, IBM, Cisco, etc)	%		%			
2.00	Group 2 - Input Devices	5) Keyboards	5%	Full Catalog	%		%			
		6) Mice	5%	Full Catalog	%		%			
		7) Imaging Scanners	5%	Full Catalog	%		%			
		8) POS Scanners	5%	Full Catalog	%		%			
		9) Pointing Devices	5%	Full Catalog	%		%			
		10) Bar Code Readers	5%	Full Catalog	%		%			
		11) Audio Input	5%	Full Catalog	%		%			
		12) Input Adapters	5%	Full Catalog	%		%			
		13) PC and Network Cameras	15%	Full Catalog	%		%			
		14) Input Cables	15%	Full Catalog	%		%			
		15) Input Accessories	15%	Full Catalog	%		%			
		3.00	Group 3 - Output Devices	16) Displays	3%	Full Catalog	%		%	
				17) Printers	5%	Full Catalog	%		%	
				18) Inkjet Printres	5%	Full Catalog	%		%	
				19) Inkjet Photo Printers	5%	Full Catalog	%		%	
20) Laser Printers	5%			Full Catalog	%		%			
21) Label Printers	5%			Full Catalog	%		%			
22) Dot Matrix Printers	5%			Full Catalog	%		%			
23) Multi-Function Printers	5%			Full Catalog	%		%			
24) Wide Format Printers	5%			Full Catalog	%		%			
25) Multi-Function Inkjet Printers	5%			Full Catalog	%		%			
26) Wide Format Printers	5%			Full Catalog	%		%			
27) Fax Machine Printers	5%			Full Catalog	%		%			
28) Printer Accessories	5%			Full Catalog	%		%			
29) Projectors	5%			Full Catalog	%		%			
30) Projector Accessories	5%			Full Catalog	%		%			
31) Audio Input	5%			Full Catalog	%		%			
32) Video Cards	5%			Full Catalog	%		%			
33) Sound Cards	5%			Full Catalog	%		%			
34) Output Accessories	5%			Full Catalog	%		%			
35) Printer Consumables	5%			Full Catalog	%		%			
4.00	Group 4 - Memory	36) Desktop	5%	Full Catalog	%		%			
		37) Flash	5%	Full Catalog	%		%			
		38) Networking	5%	Full Catalog	%		%			
		39) Notebook	5%	Full Catalog	%		%			
		40) Printer / Fax	5%	Full Catalog	%		%			
		41) Server	5%	Full Catalog	%		%			
		42) Adapters Fibre Channel	5%	Full Catalog	%		%			
		43) Adapters FireWire / USB	5%	Full Catalog	%		%			

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
5.00	Group 5 - Storage Devices	44) Adapters IDE/ATA/SATA	5%	Full Catalog	%		%	
		45) Adapters RAID	5%	Full Catalog	%		%	
		46) Adapters SCSI	5%	Full Catalog	%		%	
		47) Bridges & Routers	5%	Full Catalog	%		%	
		48) Disk Arrays	5%	Full Catalog	%		%	
		49) Disk Arrays JBOD	5%	Full Catalog	%		%	
		50) Drives Magneto-Optical	5%	Full Catalog	%		%	
		51) Drives Removable Disks	5%	Full Catalog	%		%	
		52) Fiber Channel Switches	5%	Full Catalog	%		%	
		53) Hard Disks - External	5%	Full Catalog	%		%	
		54) Hard Disks - Fibre Channel	5%	Full Catalog	%		%	
		55) Hard Disks - IDE/ATA/S	5%	Full Catalog	%		%	
		56) Hard Disks - Notebook	5%	Full Catalog	%		%	
		57) Hard Disks - SCSI	5%	Full Catalog	%		%	
		58) Networking Accessories	5%	Full Catalog	%		%	
		59) Optical Drives - CD-ROM	5%	Full Catalog	%		%	
		60) Optical Drives - CD-RW	5%	Full Catalog	%		%	
		61) Optical Drives - DVD-CD	5%	Full Catalog	%		%	
		62) Optical Drives - DVD-RW	5%	Full Catalog	%		%	
		63) Storage Accessories	5%	Full Catalog	%		%	
		64) Storage - NAS	5%	Full Catalog	%		%	
		65) Storage - SAN	5%	Full Catalog	%		%	
		66) Tape Autoloaders - AIT	5%	Full Catalog	%		%	
		67) Tape Autoloaders - DAT	5%	Full Catalog	%		%	
		68) Tape Autoloaders - DLT	5%	Full Catalog	%		%	
		69) Tape Autoloaders - LTO	5%	Full Catalog	%		%	
		70) Tape Drives - 4mm	5%	Full Catalog	%		%	
		71) Tape Drives - 8mm/VXA	5%	Full Catalog	%		%	
		72) Tape Drives - AIT	5%	Full Catalog	%		%	
		73) Tape Drives - DAT	5%	Full Catalog	%		%	
		74) Tape Drives - DLT	5%	Full Catalog	%		%	
		75) Tape Drives - LTO/Ultrium	5%	Full Catalog	%		%	
		76) Tape Drives SDLT	5%	Full Catalog	%		%	
		77) Tape Drives - Travan	5%	Full Catalog	%		%	
6.00	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5%	Full Catalog	%		%	
		79) Bridges & Routers	5%	Full Catalog	%		%	
		80) Gigabit Hubs & Switches	5%	Full Catalog	%		%	
		81) Concentrators & Multiplexers	5%	Full Catalog	%		%	
		82) Hardware Firewalls	5%	Full Catalog	%		%	
		83) Intrusion Detection	5%	Full Catalog	%		%	
		84) KVM	5%	Full Catalog	%		%	
		85) Modems	5%	Full Catalog	%		%	
		86) Network Test Equipment	5%	Full Catalog	%		%	
		87) Network Adapters	5%	Full Catalog	%		%	
		88) Network Cables	15%	Full Catalog	%		%	
		89) Network Accessories	5%	Full Catalog	%		%	
		90) Repeaters & Transceivers	5%	Full Catalog	%		%	
		91) Wireless LAN Accessories	5%	Full Catalog	%		%	
		92) Token Authentication	5%	Full Catalog	%		%	
		93) 10G Fiber Optic Transceivers	5%	Full Catalog	%		%	
		94) 1G Fiber Optic Transceivers	5%	Full Catalog	%		%	
		95) Licensing Packages (e.g. Microsoft)	4%	Full Catalog (Examples are Microsoft, Adobe, Vmware, etc)	%		%	
		96) Licensing Backup	4%	Full Catalog	%		%	
		97) Licensing Barcode/OC	4%	Full Catalog	%		%	
		98) Licensing Business Application	4%	Full Catalog	%		%	
		99) Licensing CAD/CAM	4%	Full Catalog	%		%	
		100) Licensing - Cloning	4%	Full Catalog	%		%	
		101) Licensing - Computer Services	4%	Full Catalog	%		%	
		102) Licencing - Database	4%	Full Catalog	%		%	
		103) Licensing - Development	4%	Full Catalog	%		%	

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
7.00	Group 7 - Software	104) Licensing - Entertainment	4%	Full Catalog	%		%	
		105) Licensing - Financial	4%	Full Catalog	%		%	
		106) Licensing - Flow Chart	4%	Full Catalog	%		%	
		107) Licensing - Graphic Design	4%	Full Catalog	%		%	
		108) Licensing - Handheld	4%	Full Catalog	%		%	
		109) Licensing - Network OS	4%	Full Catalog	%		%	
		110) Licensing - OS	4%	Full Catalog	%		%	
		111) Licensing - Personal Organization	4%	Full Catalog	%		%	
		112) Licensing - Presentation	4%	Full Catalog	%		%	
		113) Licensing - Reference	4%	Full Catalog	%		%	
		114) Licensing - Report Analysis	4%	Full Catalog	%		%	
		115) Licensing - Spreadhseet	4%	Full Catalog	%		%	
		116) Licensing - Utilities	4%	Full Catalog	%		%	
		117) Licensing - Warranties	4%	Full Catalog	%		%	
		118) Licensing - Web Development	4%	Full Catalog	%		%	
		119) Licensing - Word Processing	4%	Full Catalog	%		%	
		120) Software - Backup	4%	Full Catalog	%		%	
		121) Software - Barcode / OCR	4%	Full Catalog	%		%	
		122) Software - Business Application	4%	Full Catalog	%		%	
		123) Software - CAD/CAM	4%	Full Catalog	%		%	
		124) Software - Cloning	4%	Full Catalog	%		%	
		125) Software - Computer Services	4%	Full Catalog	%		%	
		126) Software - Database	4%	Full Catalog	%		%	
		127) Software - Development	4%	Full Catalog	%		%	
		128) Software - Entertainment	4%	Full Catalog	%		%	
		129) Software - Financial	4%	Full Catalog	%		%	
		130) Software - Flow Chart	4%	Full Catalog	%		%	
		131) Software - Graphic Design	4%	Full Catalog	%		%	
		132) Software - Handheld	4%	Full Catalog	%		%	
		133) Software - OS	4%	Full Catalog	%		%	
		134) Software - Personal Organization	4%	Full Catalog	%		%	
		135) Software - Presentation	4%	Full Catalog	%		%	
		136) Software - Reference	4%	Full Catalog	%		%	
		137) Software - Report Analysis	4%	Full Catalog	%		%	
		138) Software - Spreadsheet	4%	Full Catalog	%		%	
		139) Software - Utilities	4%	Full Catalog	%		%	
		140) Software - Warranties	4%	Full Catalog	%		%	
		141) Software - Web Development	4%	Full Catalog	%		%	
		142) Software - Word Processing	4%	Full Catalog	%		%	
8.00	Group 8 - Media Supplies	143) Media - 4mm tape	5%	Full Catalog	%		%	
		144) Media - AII tape	5%	Full Catalog	%		%	
		145) Media - DAT tape	5%	Full Catalog	%		%	
		146) Media - DLT tape	5%	Full Catalog	%		%	
		147) Media LTO / Ultrium tape drive	5%	Full Catalog	%		%	
		148) Media - Magneto - Optical	5%	Full Catalog	%		%	
		149) Media - Optical	5%	Full Catalog	%		%	
		150) Media - SLR tape	5%	Full Catalog	%		%	
		151) Media - Travan tape	5%	Full Catalog	%		%	
		152) Media - VXA tape	5%	Full Catalog	%		%	
		153) Media - zip	5%	Full Catalog	%		%	
9.00	Group 9 - Collaboration & IP Telephony	154) IP phones	15%	Full Catalog	%		%	
		155) Video conferencing products	15%	Full Catalog	%		%	
		156) Monitors/TVs	3%	Full Catalog	%		%	
		157) Mounts	5%	Full Catalog	%		%	
		158) Voice gateways / servers	15%	Full Catalog	%		%	
		159) Headsets	15%	Full Catalog	%		%	
		160) Audo conferencing products	5%	Full Catalog	%		%	
		161) Analog phones	15%	Full Catalog	%		%	
		162) Accessories	15%	Full Catalog	%		%	
		163) Advanced Integration	5%	Full Catalog	%		%	
		164) Asset Disposal	5%	Full Catalog	%		%	

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
10.00	Group 10 - Other	165) Asset Management	5%	Full Catalog	%		%	
		166) Cables	15%	Full Catalog	%		%	
		167) Cables - custom	15%	Full Catalog	%		%	
		168) Cables - printer	15%	Full Catalog	%		%	
		169) Cloud Storage and Services (such as Azure, Amazon, Wasabi, etc.)	0%	Full Catalog	%		%	
		170) Complex warranties	5%	Full Catalog	%		%	
		171) Desktop Accessories	5%	Full Catalog	%		%	
		172) Display Accessories	5%	Full Catalog	%		%	
		173) Electronic Services	5%	Full Catalog	%		%	
		174) Handheld Accessories	5%	Full Catalog	%		%	
		175) Imaging Accessories	5%	Full Catalog	%		%	
		176) Imaging - Camcorders	15%	Full Catalog	%		%	
		177) Imaging - Digital Cameras	15%	Full Catalog	%		%	
		178) Internal Lab Service	0%	Full Catalog	%		%	
		179) Lab fees	0%	Full Catalog	%		%	
		180) Managed Services	0%	Full Catalog	%		%	
		181) Miscellaneous solutions	0%	Full Catalog	%		%	
		182) Mounting hardware for vehicles	5%	Full Catalog	%		%	
		183) Networking Warranties	5%	Full Catalog	%		%	
		184) Notebook Accessories	5%	Full Catalog	%		%	
		185) Notebook Batteries	5%	Full Catalog	%		%	
		186) PC Lab order services	0%	Full Catalog	%		%	
		187) POS Accessories	5%	Full Catalog	%		%	
		188) POS Displays	3%	Full Catalog	%		%	
		189) Power Accessories	5%	Full Catalog	%		%	
		190) Power Surge Protection	5%	Full Catalog	%		%	
		191) Power UPS	5%	Full Catalog	%		%	
		192) Server Accessories	5%	Full Catalog	%		%	
		193) Service Charge	0%	Full Catalog	%		%	
		194) System Components	5%	Full Catalog	%		%	
		195) Training Courses	0%	Full Catalog	%		%	
		196) Training Reference Manuals	0%	Full Catalog	%		%	
		197) Warranties - Electronic	5%	Full Catalog	%		%	
		198) iPad / Tablet Stylus	5%	Full Catalog	%		%	
		199) Mouse / Wrist Pads	5%	Full Catalog	%		%	
		200) Security Locks and Hardware	5%	Full Catalog	%		%	
		201) Tools	0%	Full Catalog	%		%	
		203) Document Scanner Accessories	5%	Full Catalog	%		%	
		204) Flatbed Scanners	5%	Full Catalog	%		%	
		205) Mobile Scanners	5%	Full Catalog	%		%	
		206) Network Scanners	5%	Full Catalog	%		%	
		207) Sheetfed Scanners	5%	Full Catalog	%		%	
		208) Wide Format Scanners	5%	Full Catalog	%		%	
		209) Workgroup / Department Scanner	5%	Full Catalog	%		%	
		210) Build to Order Desktops	3%	Full Catalog	%		%	
		211) Nettop	3%	Full Catalog	%		%	
		212) Point of Sale	3%	Full Catalog	%		%	
		213) Ultra Small Form Factor	3%	Full Catalog	%		%	
		214) Apple / Mac Memory Upgrades	5%	Full Catalog	%		%	
		215) Chips / SIMMs/SIPPs / ROMs	5%	Full Catalog	%		%	
		216) Computer Cases	5%	Full Catalog	%		%	
		217) CPUs / Fans	5%	Full Catalog	%		%	
		218) Memory Accessories	5%	Full Catalog	%		%	
		219) Motherboards / Chassis	3%	Full Catalog	%		%	
		220) 1 - 2 port Serial Boards	3%	Full Catalog	%		%	
		221) 3+ port Serial Boards	3%	Full Catalog	%		%	
		222) Console Server	3%	Full Catalog	%		%	
		223) Device Server	3%	Full Catalog	%		%	
		224) Terminal Server	3%	Full Catalog	%		%	
		225) Content Management	0%	Full Catalog	%		%	

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
		226) Firewall / VPN Appliances	5%	Full Catalog	%		%	
		227) Multifunction Security Appliances	5%	Full Catalog	%		%	
		228) Network Camera Accessories	5%	Full Catalog	%		%	
		229) Network Cameras	15%	Full Catalog	%		%	
		230) Physical/Environmental Security	0%	Full Catalog	%		%	
		231) Security Appliance Accessories	5%	Full Catalog	%		%	
		232) Security Tokens	4%	Full Catalog	%		%	
		233) Unified Threat Management	4%	Full Catalog	%		%	
		234) 2-way Radios / Walkie Talkies	5%	Full Catalog	%		%	
		235) Apple Notebooks	3%	Full Catalog	%		%	
		236) Convertible PCs / Slate PCs / iPad	3%	Full Catalog	%		%	
		237) iPad	3%	Full Catalog	%		%	
		238) Slate Tablet Computers	3%	Full Catalog	%		%	
		239) GPS / PDA	3%	Full Catalog	%		%	
		240) Wireless Communication Devices	5%	Full Catalog	%		%	
		241) Batteries	5%	Full Catalog	%		%	
		242) Power Supplies / Adapters	5%	Full Catalog	%		%	
		243) Rackmount Equipment	5%	Full Catalog	%		%	
		244) Remote Power Management	5%	Full Catalog	%		%	
		245) Surge Suppressors	5%	Full Catalog	%		%	
		246) UPS / Battery Backup	5%	Full Catalog	%		%	
		247) 14" & smaller LCD Display	3%	Full Catalog	%		%	
		248) 15-19" LCD Display	3%	Full Catalog	%		%	
		249) 15-19" Wide LCD Display	3%	Full Catalog	%		%	
		250) 15-19" Wide LED Display	3%	Full Catalog	%		%	
		251) 20-30" LCD Display	3%	Full Catalog	%		%	
		252) 20-30" Wide LCD Display	3%	Full Catalog	%		%	
		253) 20-30" Wide LED Display	3%	Full Catalog	%		%	
		254) PCoIP and Zero Client Displays	3%	Full Catalog	%		%	
		255) Arm Mounts	5%	Full Catalog	%		%	
		256) Ceiling Mounts	5%	Full Catalog	%		%	
		257) Combo Mounts	5%	Full Catalog	%		%	
		258) Desktop Stands / Risers	5%	Full Catalog	%		%	
		259) Flat Wall Mounts	5%	Full Catalog	%		%	
		260) Mount Accessories	5%	Full Catalog	%		%	
		261) Pole Display	3%	Full Catalog	%		%	
		262) Stands / Carts / Feet	5%	Full Catalog	%		%	
		263) Lift Wall Mounts	5%	Full Catalog	%		%	
		264) C-Cure Products	4%	Full Catalog	%		%	
		265) Istar Products	5%	Full Catalog	%		%	
		266) Information Technology/Educational Furniture	5%	Full Catalog	%		%	
11.00	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE				
		Hourly rates are for SHI and current approved partner-performed services for standard engagements. Highly skilled projects and new partners may carry higher rates.						
		267) Data / Mobility Architect Consultant	\$ 325.00	0%	Per SOW			
		268) Design and Analysis	\$ 325.00	0%	Per SOW			
		269) Cable Technician	\$ 115.00	0%	Per SOW			
		270) Configuration	\$ 325.00	0%	Per SOW			
		271) Engineer	\$ 225.00	0%	Per SOW			
		272) Implementation	\$ 225.00	0%	Per SOW			
		273) Installation	\$ 225.00	0%	Per SOW			
		274) Project Coordinator	\$ 85.00	0%	Per SOW			
		275) Project Manager	\$ 185.00	0%	Per SOW			
		276) Technician	\$ 90.00	0%	Per SOW			
		277) Training	\$ 225.00	0%	Per SOW			
		278) Maintenance & Support	\$ 225.00	0%	Per SOW			
		279) Solution Architect / Consultant	\$ 275.00	0%	Per SOW			

