

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
APRIL 8, 2014 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
2014 Computer Replacements (Public Works Department)	✓ Resolution Ordinance Motion Discussion Only	Liangfu Wu Director, Information Services

**SYNOPSIS**

A motion is requested to approve the purchase of desktop computers from SHI International Corp. in an amount not to exceed \$36,712.60.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY14 budget includes \$53,000 in the Equipment Replacement Fund for computer replacements.

**RECOMMENDATION**

Approval on the April 8, 2014 Consent Agenda.

**BACKGROUND**

The Village has a planned computer replacement program that calls for the purchase of new computers based on a 4-year replacement cycle. Funding is allocated within the Equipment Replacement Fund to allow for the planned replacement of these computers with available resources. The recommended purchase will replace 51 computers in the Public Works department.

Staff issued an RFP in February and six vendors submitted proposals. SHI International Corp. offers the most competitive prices and its proposal meets the Village's requirements. In order to reduce the overall replacement cost, staff determined that many of the existing monitors are in good working order and do not require replacement. Staff recommends offering the purchase to SHI International Corp. with the amount not to exceed \$36,712.60 (see table below for breakdowns)

<b>Unit Type</b>	<b># of Units</b>	<b>Unit Price</b>	<b>Total</b>
Laptops	10	\$966.90	\$9,669.00
Desktop	41	\$659.60	\$27,043.60
		<b>Total:</b>	<b>\$36,712.60</b>

**ATTACHMENTS**

Contract Documents



*Innovative Solutions. World Class Support.*

***SHI International Corp.  
Response to  
Village of Downers Grove  
COMPUTERS  
Request for Proposal  
RFP No.: RFP-0-11-20-14/tt***



***Andrew Baarson | 312-660-5310 | Andrew\_Baarson@shi.com  
March 17, 2014***



March 17, 2014

Ms. Theresa H. Tarka  
Purchasing Assistant  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, IL 60515  
630-434-5530

Dear Ms. Theresa H. Tarka,

Thank you for your interest in SHI and for the opportunity to participate in Village of Downers Grove's Request for Proposal for **COMPUTERS; RFP number RFP-0-11-20-14/tt**. SHI values your business and we are committed to continuing the level of service and support that the Village has come to know and expect from SHI.

SHI provides the highest level of customer support and service to all of our customers. Under our Quality Management System, Village of Downers Grove is assured that our solution delivers the services that you need when you need them and our metrics reporting and customer satisfaction surveys provide objective proof that SHI does delivery high quality services. We have a wide array of solutions to offer Village of Downers Grove and we look forward to building a managed program that integrates your organizational requirements.

SHI has a proven record of success with customers of similar size and nature to Village of Downers Grove. SHI is uniquely qualified to support all requirements contained in this RFP and offer a "one stop shop" for your IT Procurement, affording a streamlined and efficient managed program which we expect will help Village of Downers Grove to realize efficiencies and ultimately cost savings.

I appreciate the opportunity to participate in this evaluation. I encourage you to contact our customers, to visit our headquarters, and our web site at [www.shi.com](http://www.shi.com). If you require additional information or have any additional questions, please contact me at 312-660-5310 or [Andrew\\_Baarson@shi.com](mailto:Andrew_Baarson@shi.com). Thank you in advance for your consideration and I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads "Andrew Baarson".

Andrew Baarson  
Account Executive



## REQUEST FOR PROPOSAL

Name of Proposing Company: SHI International Corp.

Project Name: COMPUTERS  
Proposal No.: RFP-0-11-20-14/tt  
Proposal Due: March 17, 2014, 4:00 p.m.  
Pre-Proposal Conference: NA

**Required of All Proposers:**

Deposit: No  
Letter of Capability of Acquiring Performance Bond: No

**Required of Awarded Contractor:**

Performance Bond/Letter of Credit: None  
Certificate of Insurance: Yes

Legal Advertisement Published: March 3, 2014

Date Issued: March 3, 2014

This document consists of 27 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **4 p.m., March, 17, 2014** .
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

## Village of Downers Grove

the requirements of the Contract Documents considered severally and collectively.

### 3. PRE- PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

### 4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

### 5. SECURITY FOR PERFORMANCE

- 5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

### 6. DELIVERY

- 6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

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### **7. TAX EXEMPTION**

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

### **8. RESERVED RIGHTS**

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

## **II. TERMS AND CONDITIONS**

### **9. VILLAGE ORDINANCES**

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **10. USE OF VILLAGE'S NAME**

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

### **11. SPECIAL HANDLING**

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

### **12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.



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**13. NONDISCRIMINATION**

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**14. SEXUAL HARASSMENT POLICY**

14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**15. EQUAL EMPLOYMENT OPPORTUNITY**

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 15.1.1 That it will not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by

such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**16. DRUG FREE WORK PLACE**

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors

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shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

### **18. PREVAILING WAGE ACT**

- 18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 18.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**19. PATRIOT ACT COMPLIANCE**

19.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**20. INSURANCE REQUIREMENTS**

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate

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Umbrella Liability

\$ 5,000,000

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The

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Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **21. COPYRIGHT/PATENT INFRINGEMENT**

- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

### **22. COMPLIANCE WITH OSHA STANDARDS**

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

### **23. CERCLA INDEMNIFICATION**

- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

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### **24. BUY AMERICA**

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

### **25. CAMPAIGN DISCLOSURE**

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **26. SUBLETTING OF CONTRACT**

- 26.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

### **27. TERM OF CONTRACT**

- 27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.



**28. TERMINATION OF CONTRACT**

28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**29. BILLING & PAYMENT PROCEDURES**

29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

29.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

## Village of Downers Grove

30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

### **31. STANDARD OF CARE**

31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

### **32. GOVERNING LAW**

32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

### **33. SUCCESSORS AND ASSIGNS**

33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

### **34. WAIVER OF CONTRACT BREACH**

34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

### **35. AMENDMENT**

35.1 This Contract will not be subject to amendment unless made in writing and signed by all

Village of Downers Grove

parties.

**36. NOT TO EXCEED CONTRACT**

- 36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.
- 36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

**37. SEVERABILITY OF INVALID PROVISIONS**

- 37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**38. NOTICE**

- 38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**39. COOPERATION WITH FOIA COMPLIANCE**

- 39.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

### **III. DETAIL SPECIFICATIONS**

The Village is requesting proposals (RFP) from qualified vendors to provide prices for desktop and laptop computers based on the specifications given below.

Total Number of Desktop Computers: 41

- Slim Form Factor Desktop On-site Warranty 3 Years Parts / 3 Years Labor
- Intel Core i5 Processor (3.1GHz,6M Cache) , or greater.
- Operating system language: Windows 7 Professional 64 - English
- Total memory: 8GB of RAM
- 1,280 x 1,024 true color video display adapter 256 MB or greater, Pixel Shader 3.0 or greater, Microsoft® Direct3D®-capable workstation-class graphics card
- Audio adapter: Integrated Audio Intel Q67
- **Hard drive:**
  - 128GB or larger, Solid State
  - **Optional pricing** for 250GB or larger, 7200RPM SATA in lieu of SSD.
- Optical device: DVD Recordable (with DVD Playback & Burner Software) for Win 7
- Networking: Integrated Gigabit Ethernet Intel Q67
- Keyboard: Lenovo Preferred Pro USB Full Size Keyboard - US English
- Pointing device: Lenovo Enhanced Optical USB Mouse
- Speakers: Internal Speaker

Total Number of Laptop Computers: 10

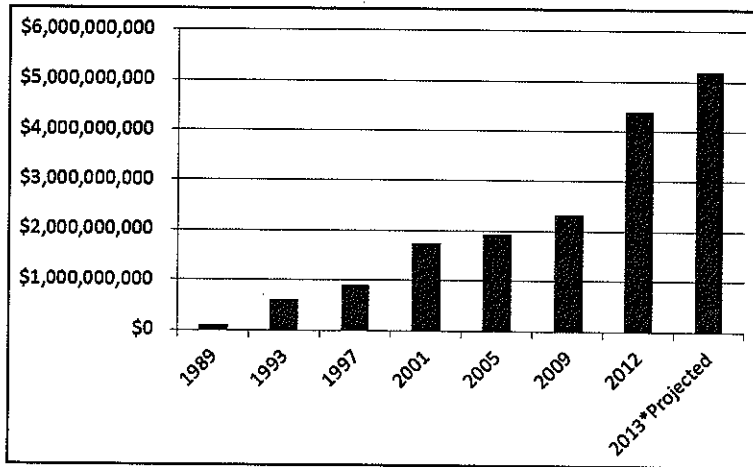
- 15" or larger screen size laptop
- 3 year warranty (Optional On Site Support)
- Intel Core i5 Processor (3.1GHz,6M Cache) , or greater.
- Operating system language: Windows 7 Professional 64 - English
- 1,280 x 1,024 true color video display adapter 256 MB or greater, Pixel Shader 3.0 or greater, Microsoft® Direct3D®-capable workstation-class graphics card
- **Hard drive:**
  - 128GB or larger, Solid State
  - **Optional pricing** for 250GB or larger, 7200RPM SATA in lieu of SSD.
- Optical device: DVD Recordable (with DVD Playback & Burner Software) for Win 7
- Keyboard with **separate** number pad.
- Integrated Blue Tooth adapter.

For technical questions, please contact, Jeff Rice, 630-434-5922, jrice@downers.us

## IV. PROPOSER'S RESPONSE TO RFP

### Who is SHI?

SHI International Corp., headquartered in Somerset, New Jersey, has transformed itself from a \$1 million "software-only" regional reseller into a \$5 billion+ global provider of information technology products and services.



Privately-held and under the guidance of its current ownership since 1989, SHI has experienced tremendous growth in size and scope through neither merger nor acquisition. Its organic growth and two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, IT asset management and cloud computing.

SHI Cloud Solutions offer next-generation Infrastructure-as-a-Service (IaaS) to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Developed at SHI Labs, the SHI Cloud provides a unique design of servers, storage and networking managed by a fully-automated, high-performance platform.

SHI Account Executives support their clients locally from 28 offices throughout the U.S., Canada, the U.K., Germany, France and Hong Kong. SHI's goal is to foster long-term, mutually-beneficial relationships with its customers and partners, every single day.

**\*PLEASE SEE SHI PRICE QUOTES ATTACHED.\***

  
SHI  
Quote-7751027.pdf

  
SHI  
Quote-7751030.pdf



Pricing Proposal  
Quotation #: 7751027  
Created On: Mar-11-2014  
Valid Until: Mar-31-2014

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## City of Downers Grove IL

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### Jeff Rice

Phone: (630) 434-5922  
Fax:  
Email: jrice@downers.us

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## Inside Account Manager

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### Frank Donnelly

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 888-591-3400  
Fax: 877-289-6088  
Email: IllinoisSLG@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cto Ids Uma Hm87 Fwwan 650 Bnbpc Hewlett Packard - Part#: D9S33AV	10	\$212.00	\$2,120.00
2 Microsoft Windows 7 Professional - License and media - 1 PC - CTO - 32-bit - English - United States Hewlett Packard - Part#: E0X29AV#ABA	10	\$76.00	\$760.00
3 CTO MS W7 LOGO LBL Hewlett Packard - Part#: VM939AV	10	\$0.60	\$6.00
4 Intel Core i5 4200M mobile - 2.5 GHz - 2 cores - 4 threads - 3 MB cache - PGA946 Socket - CTO Hewlett Packard - Part#: E5T60AV	10	\$124.00	\$1,240.00
5 Cto Core i5-13 Blu Lbl Hewlett Packard - Part#: D5U70AV	10	\$0.60	\$6.00
6 CTO ESTAR PCID MOD Hewlett Packard - Part#: XU979AV	10	\$0.60	\$6.00
7 Cto No Vpro Amt Supported Feature Hewlett Packard - Part#: FG972AV	10	\$0.60	\$6.00
8 Cto 15.6 Led Lcd Fhd Sva Ag Cam Slim 650 Hewlett Packard - Part#: D9S49AV	10	\$96.00	\$960.00
9 Cto Webcam Integrated 720P Hd 650 Hewlett Packard - Part#: D3B22AV	10	\$5.10	\$51.00
10 HP - Memory - 8 GB - SO DIMM 204-pin - DDR3L - 1600 MHz / PC3L-12800 - 1.35 V - unbuffered - non-ECC - CTO Hewlett Packard - Part#: D3B19AV	10	\$89.00	\$890.00
11 HP - Solid state drive - 180 GB - internal - 2.5" - SATA-600 - CTO Hewlett Packard - Part#: D9S70AV	10	\$202.00	\$2,020.00
12 Cto No Fl 650 Hewlett Packard - Part#: E5T75AV	10	\$0.60	\$6.00
13 HP - Disk drive - DVD RW ( R DL) / DVD-RAM - Serial ATA - internal - CTO Hewlett Packard - Part#: D9S67AV	10	\$26.00	\$260.00

14	HP DualPoint - Keyboard - US - CTO Hewlett Packard - Part#: E5V25AV#ABA	10	\$12.60	\$126.00
15	Intel Centrino Advanced-N 6235 - Network adapter - PCI Express 1.2 Half Mini Card - 802.11b, 802.11a, 802.11g, 802.11n, Bluetooth 2.1 EDR, Bluetooth 3.0 HS, Bluetooth 4.0 - CTO Hewlett Packard - Part#: D3B26AV	10	\$15.10	\$151.00
16	Cto No Modem 650 Hewlett Packard - Part#: D9S56AV	10	\$0.60	\$6.00
17	Cto No Wwan Mod 650 Hewlett Packard - Part#: D9S63AV	10	\$0.60	\$6.00
18	Ctono Fpr 650 Hewlett Packard - Part#: D9S58AV	10	\$0.60	\$6.00
19	HP Smart non-PFC AC Adapter - Power adapter - 65 Watt - CTO Hewlett Packard - Part#: E5T53AV	10	\$5.10	\$51.00
20	Cto 1.8M C5 Pwr Cord 650 Hewlett Packard - Part#: E0X23AV#ABA	10	\$7.60	\$76.00
21	HP - System country kit - CTO Hewlett Packard - Part#: E0X22AV#ABA	10	\$0.60	\$6.00
22	HP - Notebook battery ( long life ) lithium 6-cell 55 Wh - CTO Hewlett Packard - Part#: D9S30AV	10	\$28.00	\$280.00
23	Cto 3/3/0 Wty 650 Hewlett Packard - Part#: E5T78AV#ABA	10	\$63.00	\$630.00
			Total	\$9,669.00

Additional Optional Items

Electronic HP Care Pack Next Business Day Hardware Support - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - NBD - for EliteBook 2X70p, 2540p, 2560p, 2740p, 2760p, 8460p, 8560p, 8470p, 8570p, 8570w, 8540w, 8560w, 8760w Hewlett Packard - Part#: U4414E Note: **Optional Care Pack for On Site Support**	10	\$48.00	\$480.00
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The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.



Pricing Proposal  
Quotation #: 7751030  
Created On: Mar-11-2014  
Valid Until: Mar-31-2014

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**City of Downers Grove IL**

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**Jeff Rice**

Phone: (630) 434-5922  
Fax:  
Email: jrice@downers.us

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**Inside Account Manager**

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**Frank Donnelly**

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 888-591-3400  
Fax: 877-289-6088  
Email: IllinoisSLG@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HP ProDesk 400 G1 - SFF - RAM 0 MB - no HDD - no graphics - GigE - Monitor : none. - CTO Hewlett Packard - Part#: E2D14AV	41	\$108.00	\$4,428.00
2 Cto Win 7 Pro 64Bit Os Hewlett Packard - Part#: E2R46AV#ABA	41	\$115.00	\$4,715.00
3 Cto Prodesk 400 Sff Std Chas Hewlett Packard - Part#: E2N37AV	41	\$44.00	\$1,804.00
4 Cto Core I5-4570 3.2G 6M Hd 4600 Cpu Hewlett Packard - Part#: E2N57AV	41	\$155.00	\$6,355.00
5 HP - Memory - 8 GB : 2 x 4 GB - DIMM 240-pin - DDR3 - 1600 MHz / PC3-12800 - CL11 - unbuffered - non-ECC - CTO Hewlett Packard - Part#: E2N11AV	41	\$68.00	\$2,788.00
6 Cto Slim Dvdr Hewlett Packard - Part#: E2N68AV	41	\$12.60	\$516.60
7 Cto Usb Kybd Me Hewlett Packard - Part#: E2P07AV#ABA	41	\$6.90	\$282.90
8 HP - Mouse - wired - USB - CTO Hewlett Packard - Part#: E2P08AV	41	\$2.30	\$94.30
9 Cto Sgl Unit Sff Packaging Hewlett Packard - Part#: C8N61AV	41	\$4.60	\$188.60
10 Cto Prodesk 400 Country Kit Hewlett Packard - Part#: E2N33AV#ABA	41	\$1.20	\$49.20
11 Cto 3/3/3 Sff/St Wty Hewlett Packard - Part#: E2M99AV#ABA	41	\$40.00	\$1,640.00
12 CTO 128GB SSD SATA 2.5 1ST SFF HP - Part#: F2L29AV	41	\$102.00	\$4,182.00
		<b>Total</b>	<b>\$27,043.60</b>



Additional Optional Items

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HP - Hard drive - 500 GB - internal - 3.5" - SATA-600 - 7200 rpm - buffer: 16 MB - CTO	41	\$45.00	\$1,845.00
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Hewlett Packard - Part#: F4M53AV  
Note: \*\*Optional HDD in replacement of SDD if desired\*\*

Additional Comments

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\*\*Included optional HDD in replacement of SDD if desired\*\*

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

**V. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award**

**PROPOSER:**

SHI International Corp. \_\_\_\_\_  
Company Name

Date: 03-14-14 \_\_\_\_\_

290 Davidson Avenue \_\_\_\_\_  
Street Address of Company

Andrew\_Baarson@shi.com \_\_\_\_\_  
Email Address

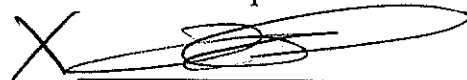
Somerset, NJ 08873 \_\_\_\_\_  
City, State, Zip

Andrew Baarson \_\_\_\_\_  
Contact Name (Print)

888-591-3400 \_\_\_\_\_  
Business Phone

312-660-5310 \_\_\_\_\_  
24-Hour Telephone

877-289-6088 \_\_\_\_\_  
Fax

X   
Signature of Officer, Partner or  
Sole Proprietor

Thai Lee, President/CEO \_\_\_\_\_  
Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary/VP of Finance, Paul Ng

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: SHI INTERNATIONAL CORP.

ADDRESS: 290 DAVIDSON AVENUE

CITY: SOMERSET

STATE: NJ

ZIP: 08873

PHONE: 312-660-5310 FAX: 732-537-7287

TAX ID #(TIN): 22-3009648

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: SHI International Corp.

ADDRESS: PO Box 8500-41155

CITY: PHILADELPHIA

STATE: PA ZIP: 19178

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company - Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: X *Natalie Brown*

DATE: 03-14-14

**PROPOSER'S CERTIFICATION (page 1 of 3)**

With regard to COMPUTERS, Proposer SHI International Corp. hereby certifies  
(Name of Project) (Name of Proposer)

the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment

**PROPOSER'S CERTIFICATION** (page 2 of 3)

of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: X Natalie Monk  
Proposer's Authorized Agent

2	2	-	3	0	0	9	6	4	8
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 14 day of March, 2014.

MARC A. POOLE  
ID # 2408905  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 5/25/2016

Marc A. Poole  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of NJ, which operates under the Legal name of SHI Internatioanl Corp., and the full names of its Officers are as follows:

President: Thai Lee

Secretary: Paul Ng

Treasurer: Thai Lee

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSER'S CERTIFICATION** (page 3 of 3)

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? N/A

Insurer's Name ACCORD

Agent Linda Colman

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number 732-941-3117

**I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.**

Print Name of Company: SHI INTERNATIONAL CORP.

Print Name and Title of Authorizing Signature: Natalie Slowik, Contract Manager

Signature: X Natalie Slowik

Date: 03-14-14

## Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Proposer: SHI INTERNATIONAL CORP.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Proposer will perform with its own forces. The Proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

\_\_\_\_\_  
\_\_\_\_\_  
N/A  
\_\_\_\_\_

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Natalie Slowik, Contract Manager

Signature: X *Natalie Slowik*

Date: 03-14-14

**BUY AMERICA CERTIFICATION**

**Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.**

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

**Certificate of Compliance**

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature \_\_\_\_\_

Company Name SHI INTERNATIONAL CORP.

Title Contract Manager

Date 03-14-14

**Certificate of Non-Compliance**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature X *Nathalie Kromb*

Company Name SHI INTERNATIONAL CORP.

Title Contract Manger

Date 03-14-14

\*SHI is not the OEM and cannot certify what materials will be used to provide the end product.

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.



**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: SHI International Corp.  
Address: 290 Davidson Avenue  
City: Somerset Zip Code: NJ  
Telephone: (312) 660-5310 Fax Number: (732) 537-7287  
E-mail Address: Andrew\_Baarson@shi.com  
Authorized Company Signature: X *Natalie Slowik*  
Print Signature Name: Natalie Slowik Title of Official: Contract Manager  
Date: 03-14-14

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

\_\_\_\_\_  
Signature

Natalie Slowik, Contract Manager  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

X Natalie Slowik  
Signature

Natalie Slowik, Contract Manager  
Print Name

## SHI Comments To Terms And Conditions

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

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
20.6	Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be <b>Primary and Non-Contributory</b> .	Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be <b>Primary and Non-Contributory for losses resulting from Contractor's negligence</b> .	SHI's insurance is always primary, but can only be non-contributory for losses resulting from our negligence.
20.8	All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.	<del>All insurance policies shall contain a provision that e</del> Coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village, <u>or ten (10) days if such cancellation is due to nonpayment of premium</u> . Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.	Our insurance does have a provision for the cancellation policy. Notification comes from us, not the insurer and we can only give you 10 days' prior notice if our policy is being cancelled because we missed payment on a premium (NJ law).
21.1	The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems,	The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any <del>equipment, systems, or</del>	SHI will not indemnify you for your use of third party hardware/systems, but we will indemnify you for your use of

## SHI Comments To Terms And Conditions

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
	or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.	services <del>provided-performed</del> by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.	our services.
22.1	Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.	Equipment <u>not chosen by the Village that is</u> supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.	The Village is choosing the products that it wants – we are not recommending something. Therefore, it cannot be the responsibility of the reseller to make sure the product complies with OSHA – customer already made its choice on what it wants.

Client#: 32945

SHIINTER

ACORD™

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
9/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>One Executive Drive, Suite 300</b> <b>Somerset, NJ 08873</b> <b>732 469-3000</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> somersetclsupport@mma-ne.com	<b>FAX (A/C, No):</b> 866-795-0981
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Charter Oak Fire Insurance Comp <b>INSURER B:</b> Travelers Property Casualty Ins <b>INSURER C:</b> Capitol Specialty Insurance Cor <b>INSURER D:</b> Travelers Indemnity Company of <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> <b>SHI International Corp.</b> <b>290 Davidson Avenue</b> <b>Somerset, NJ 08873</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<b>GENERAL LIABILITY</b>			<b>HOGLSA162D5760</b>	<b>09/30/2013</b>	<b>09/30/2014</b>	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>						GENERAL AGGREGATE	\$2,000,000
<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJ-JECT	<input type="checkbox"/> LOC		PRODUCTS - COMP/OP AGG	\$2,000,000	\$		
<b>D</b>	<b>AUTOMOBILE LIABILITY</b>			<b>HECAP158D6152</b>	<b>09/30/2013</b>	<b>09/30/2014</b>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	\$
<b>B</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>HSMJCUP158D6164</b>	<b>09/30/2013</b>	<b>09/30/2014</b>	EACH OCCURRENCE	\$15,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$15,000,000
	<b>DED</b> <input checked="" type="checkbox"/> RETENTION \$10000						\$	\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>HC2JUB8375R577</b>	<b>09/30/2013</b>	<b>09/30/2014</b>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
<b>C</b>	<b>Errors&amp;Omissions</b>			<b>BINDER1555153</b>	<b>09/30/2013</b>	<b>09/30/2014</b>	<b>\$5,000,000 Occ/Agg</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Evidence of Insurance**

**CERTIFICATE HOLDER****CANCELLATION**

<b>SHI International Corp.</b> <b>290 Davidson Avenue</b> <b>Somerset, NJ 08873</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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### Signature Authorization

Effective immediately, the following two individuals are authorized to sign customer/vendor contracts, customer/vendor forms, credit reference requests, Non-Disclosure Agreements, and trade reference requests for SHI International Corp. and its affiliates, and their signature shall bind SHI International Corp. or the named affiliate, as the case may be, to the signed document.

Thomas Nestor (Director of Contracts)

Natalie Slowik (Contract Specialist)

Effective immediately, the following individual is authorized to sign vendor contracts, customer/vendor forms, credit reference requests, Non-Disclosure Agreements, and trade reference requests for SHI International Corp. and its affiliates, and their signature shall bind SHI International Corp. or the named affiliate, as the case may be, to the signed document.

Cassie Skelton (Contract Specialist)

This authorization shall be in effect until rescinded. All previous signature authorizations are hereby rescinded.

SHI International Corp.

By: \_\_\_\_\_

Signature

May 7, 2012

Date

Thai Lee

Name

President

Title