SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT #43230000-15-02 LICENSING SOLUTIONS PROVIDERS

BID #: PSC-0536-16 **OPEN DATE: 09/14/2016**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: FEBRUARY 1, 2016 THROUGH JANUARY 31, 2019, WITH ONE (1) THREE (3) YEAR RENEWAL OPTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT #43230000-15-02

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED**: ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the piggyback award to SHI International Corp., for the purchase of Office 365 licenses. The total requested increase in the amount of $472,554.72, for a total revised contract expenditure not-to-exceed $602,068.68.

Funding for this award to be encumbered by accounts: AFIT531CSCS-03118 - $408,356.16, AFIT537-05229 - $32,099.28, and AFIT537-06427 - $32,099.28. To be executed by formal contract (#9451-07) amendment through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Vendor Quote; State Contract; Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
CHELSEY FLEMING
GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division, CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

05/15/18 09:48:17
Procurement Division

DATE: May 14, 2018

TO: Greg Pease, Chief of Procurement Division

THRU: 05/14/18 Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

RE: **PSC-0536-16 Piggyback State of Florida Contract #43230000-15-02 Licensing Solutions Providers of Microsoft Software and Services – Increase Award**

The City of Jacksonville, Information Technologies Division is requesting the approval to increase the award amount to purchase Office 365 licenses. The City of Jacksonville is migrating the City's email to the cloud (Office 365). Last year the City acquired 1700 Microsoft Office 365 E1 licenses with unlimited archiving. This purchase will enable the City to convert the remaining mailboxes to Office 365. These licenses will upgrade existing Microsoft Exchange and SharePoint licenses.

We are requesting an increase of $472,554.72 to award PSC-0536-16. The license purchase will be accomplished through an amendment to City contract #9451-07 with SHI International Corp for Licensing Solutions Providers of Microsoft Software and Services. This request will increase the total not-to-exceed amount from $129,513.96 to $602,068.68. The State of Florida and city contract are valid through January 31, 2019.
Below is a breakdown of products to be purchased:

Product	Qty	Price	Total
EOArchExchOnIn ShrdSvr ALNG SubsVL MVL PerUsr	5184	$24.60	$127,526.40
O365E1 ShrdSvr ALNG SubsVL MVL PerUsr	2984	$71.64	$213,773.76
O365K1 Shrd Svr ALNG SubsVL MVL PerUsr	2200	$30.48	$67,056.00
O365E3 Shrd Svr ALNG SubsVL MVL PerUsr	316	$203.16	$64,198.56
Audio Conf ShrdSvr ALNG SubsVL MVL PerUsr(Formerly PSTN Conferencing)	20	$0	$0
	Total		**$472,554.72**

Funding source Index Code: AFIT531CSCS Sub Object: 03118 $408,356.16

Funding Source for 316 E3 Licenses: AFIT537 - 05229 $32,099.28 / AFIT537 - 06427 $32,099.28

Your favorable consideration of our request is greatly appreciated.

Attachments: Previous Awards #PSC-0536-16 / SHI International Corp Quotation #15203753
Microsoft Enterprise Agreement / State of Florida Price List / City Contract #9451-07
State of Florida Contract #43230000-15-02

CC: Rose Alford, Desktop Services Manager
Gary Steffens, Enterprise Architect Manager
Alexander Ciprian, IT Contract Administrator

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932

Pricing Proposal
Quotation #: 15203753
Created On: 4/19/2018
Valid Until: 5/30/2018

City of Jacksonville FL

Gary Steffens
214 N. Hogan Street, 9th Floor
Jacksonville,, FL 32202
United States
Phone: (904) 255-8107
Fax:
Email: garys@coj.net

Inside Account Manager

Bret Santucci
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Bret_Santucci@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	EOArchExchOnIn ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4ES-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 **Note:** Microsoft NNEA Year 1 of 3	5184	$24.60	$127,526.40
2	O365E1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 **Note:** Microsoft NNEA Year 1 of 3	2984	$71.64	$213,773.76
3	O365K1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 **Note:** Microsoft NNEA Year 1 of 3	2200	$30.48	$67,056.00
4	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 **Note:** Microsoft NNEA Year 1 of 3	316	$203.16	$64,198.56
5	Audio Conf ShrdSvr ALNG SubsVL MVL PerUsr (Formerly PSTN Conferencing) Microsoft - Part#: LK3-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 **Note:** The initial Qty 20 will be free throughout the remainder of the contract term, however, any new users added with this licenses will be $3.60 monthly or $43.20 annually.	20	$0.00	$0.00
			Total	$472,554.72

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73902

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Product Selection Form	0729164.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Jacksonville, FL **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	77644308
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-

year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Jacksonville, FL
Contact name* First Gary **Last** Steffens
Contact email address* garys@coj.net
Street address* 214 N. Hogan Street, 9th Floor
City* Jacksonville
State/Province* FL
Postal code* 32202-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 904-255-8107
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible

Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Gary **Last** Steffens
Contact email address* garys@coj.net
Street address* 214 N. Hogan Street, 9th Floor
City* Jacksonville
State/Province* FL
Postal code* 32202-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 904-255-8107
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Gary **Last** Steffens
Contact email address* garys@coj.net
Phone* 904-255-8107
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State/Province* NJ
Postal code* 08873
Country* United States
Contact name* Caitlyn Matchick
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*_____

Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0729164.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	3,300	3,300	1.0	No	User Licenses

Products	Enterprise Quantity
O365 GCC E1	2,984
O365 GCC E3	316

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	316	3300	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Pricing Valid November 28, 2016

Part Number	Item Name	Purchase Period	Purchase Unit	Estimated Retail Price	FL Price	Discount
CF6-00008	AzureInfoProtPremP2 ShrdSvr ALNG SU MVL AzureInfoProtPremP1 PerUsr	Non-Specific	1 Month(s)	$ 2.70	$ 2.21	18.20%
CF6-00002	AzureInfoProtPremP2 ShrdSvr ALNG SubsVL MVL AddOn todeviceECAL	Non-Specific	1 Month(s)	$ 4.50	$ 3.68	18.20%
CF6-00004	AzureInfoProtPremP2 ShrdSvr ALNG SubsVL MVL AddOn touserECAL	Non-Specific	1 Month(s)	$ 4.50	$ 3.68	18.20%
CF6-00007	AzureInfoProtPremP2 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 4.60	$ 3.76	18.20%
QC5-00006	AzureRightsMgmtSvcPrem ShrdSvr ALNG SubsVL MVL AddOn todeviceECAL	Non-Specific	1 Month(s)	$ 1.80	$ 1.47	18.20%
QC5-00004	AzureRightsMgmtSvcPrem ShrdSvr ALNG SubsVL MVL AddOn touserECAL	Non-Specific	1 Month(s)	$ 1.80	$ 1.47	18.20%
QC5-00002	AzureRightsMgmtSvcPrem ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.90	$ 1.55	18.20%
2ER-00002	CloudAppSec ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 4.60	$ 3.76	18.20%
AAA-10782	CoreCALBridgeEMS ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 3.55	$ 2.90	18.20%
AAA-10778	CoreCALBridgeEMS FromSA ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 2.93	$ 2.40	18.20%
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.87	$ 1.53	18.20%
AAA-12416	CoreCALBridgeO365FromSA ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.58	$ 1.29	18.20%
33Z-00001	DynCRMOL-FieldSrvcAddOn ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 32.80	$ 26.83	18.20%
2RM-00001	DynCRMOL-PortalAddOn ShrdSvr ALNG SubsVL MVL Addon	Non-Specific	1 Month(s)	$ 467.50	$ 382.42	18.20%
35K-00001	DynCRMOL-PortalPageViews ShrdSvr ALNG SubsVL MVL AddOn	Non-Specific	1 Month(s)	$ 46.80	$ 38.28	18.20%
34R-00001	DynCRMOL-ProjSrvcAutoAddon ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 32.80	$ 26.83	18.20%
R7W-00002	DynCRMOnlnBasic ShrdSvr ALNG SU MVL DynCRMOnlnEssential PerUsr	Non-Specific	1 Month(s)	$ 14.00	$ 11.45	18.20%
R7W-00001	DynCRMOnlnBasic ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 27.90	$ 22.82	18.20%
R7W-00003	DynCRMOnlnBasic ShrdSvr ALNG SubsVL MVL PerUsr forSA	Non-Specific	1 Month(s)	$ 21.00	$ 17.18	18.20%
E4W-00001	DynCRMOnlnEnhncdSprt ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 6.30	$ 5.15	18.20%
S2W-00003	DynCRMOnlnEnt ShrdSvr ALNG SU MVL DynCRMOnlnBasic PerUsr	Non-Specific	1 Month(s)	$ 159.90	$ 130.80	18.20%
S2W-00004	DynCRMOnlnEnt ShrdSvr ALNG SU MVL DynCRMOnlnEssential PerUsr	Non-Specific	1 Month(s)	$ 173.90	$ 142.25	18.20%
S2W-00002	DynCRMOnlnEnt ShrdSvr ALNG SU MVL DYNCRMONLNPRO PerUsr	Non-Specific	1 Month(s)	$ 127.20	$ 104.05	18.20%
S2W-00005	DynCRMOnlnEnt ShrdSvr ALNG SU MVL DynMktgEnt PerUsr	Non-Specific	1 Month(s)	$ 70.50	$ 57.67	18.20%
S2W-00008	DynCRMOnlnEnt ShrdSvr ALNG SubsVL MVL PerDvc forSA	Non-Specific	1 Month(s)	$ 150.00	$ 122.70	18.20%
S2W-00001	DynCRMOnlnEnt ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 187.80	$ 153.62	18.20%
S2W-00009	DynCRMOnlnEnt ShrdSvr ALNG SubsVL MVL PerUsr forSA	Non-Specific	1 Month(s)	$ 144.40	$ 118.12	18.20%
R6W-00005	DynCRMOnlnEssential ShrdSvr ALNG SU MVL DYNEMPSLFSVC PerUsr	Non-Specific	1 Month(s)	$ 11.20	$ 9.16	18.20%
R6W-00001	DynCRMOnlnEssential ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 14.00	$ 11.45	18.20%
R6W-00003	DynCRMOnlnEssential ShrdSvr ALNG SubsVL MVL PerUsr forSA	Non-Specific	1 Month(s)	$ 12.60	$ 10.31	18.20%
V6W-00001	DynCRMOnlnNonProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs	Non-Specific	1 Month(s)	$ 140.70	$ 115.09	18.20%
DSD-00038	DynCRMOnlnPro ShrdSvr ALNG SU MVL DynCRMOnlnBasic Restricted PerUsr	Non-Specific	1 Month(s)	$ 32.80	$ 26.83	18.20%
DSD-00039	DynCRMOnlnPro ShrdSvr ALNG SU MVL DynCRMOnlnEssential Restricted PerUsr	Non-Specific	1 Month(s)	$ 46.70	$ 38.20	18.20%
DSD-00047	DynCRMOnlnPro ShrdSvr ALNG SubsVL MVL AddOntoO365 PerUsr	Non-Specific	1 Month(s)	$ 46.70	$ 38.20	18.20%
DSD-00048	DynCRMOnlnPro ShrdSvr ALNG SubsVL MVL AddOntoO365 PerUsr forSA	Non-Specific	1 Month(s)	$ 29.60	$ 24.21	18.20%
DSD-00030	DynCRMOnlnPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr	Non-Specific	1 Month(s)	$ 60.70	$ 49.65	18.20%
DSD-00031	DynCRMOnlnPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr forSA	Non-Specific	1 Month(s)	$ 39.80	$ 32.56	18.20%
V9W-00001	DynCRMOnlnProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs	Non-Specific	1 Month(s)	$ 515.40	$ 421.60	18.20%
E5W-00002	DynCRMOnlnProDirSprt ShrdSvr ALNG SU MVL DynCRMOnlnEnhncdSprt PerUsr	Non-Specific	1 Month(s)	$ 5.00	$ 4.09	18.20%
E5W-00001	DynCRMOnlnProDirSprt ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 11.30	$ 9.24	18.20%

V7W-00002	DynCRMOnlnStorage ShrdSvr ALNG SubsVL MVL Restricted AddOn	Non-Specific	1 Month(s)	$ 9.40	$ 7.69	18.20%
V5W-00001	DynMktgEmailMsg ShrdSvr ALNG SubsVL MVL AddOn	Non-Specific	1 Month(s)	$ 18.80	$ 15.38	18.20%
5EW-00001	DynMktgEnhncdSpprt ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 6.30	$ 5.15	18.20%
C9W-00002	DynMktgEnt ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 117.40	$ 96.03	18.20%
TQ3-00001	DynMktgMobileMktg ShrdSvr ALNG SubsVL MVL AddOn	Non-Specific	1 Month(s)	$ 187.80	$ 153.62	18.20%
5FW-00002	DynMktgProfDirSpprt ShrdSvr ALNG SU MVL DynMktgEnhncdSpprt PerUsr	Non-Specific	1 Month(s)	$ 5.00	$ 4.09	18.20%
5FW-00001	DynMktgProfDirSpprt ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 11.30	$ 9.24	18.20%
V3W-00001	DynMktgStrg ShrdSvr ALNG SubsVL MVL AddOn	Non-Specific	1 Month(s)	$ 1.90	$ 1.55	18.20%
DX4-00001	DynMrktgSalesCollab ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.90	$ 1.55	18.20%
AAA-12430	ECALBridgeEMS ALNG SU MVL CoreCALBridgeEMS PerUsr	Non-Specific	1 Month(s)	$ 4.91	$ 4.02	18.20%
AAA-10737	ECALBridgeEMS ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 9.00	$ 7.36	18.20%
AAA-12432	ECALBridgeEMS FromSA ALNG SU MVL CoreCALBridgeEMSFromSA PerUsr	Non-Specific	1 Month(s)	$ 4.54	$ 3.71	18.20%
AAA-10784	ECALBridgeEMS FromSA ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 8.00	$ 6.54	18.20%
AAA-12427	ECALBridgeO365 ALNG SU MVL CoreCALBridgeO365 PerUsr	Non-Specific	1 Month(s)	$ 1.90	$ 1.55	18.20%
AAA-12426	ECALBridgeO365 ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 3.77	$ 3.08	18.20%
AAA-12435	ECALBridgeO365FromSA ALNG SU MVL CoreCALBridgeO365FromSA PerUsr	Non-Specific	1 Month(s)	$ 1.71	$ 1.40	18.20%
AAA-12434	ECALBridgeO365FromSA ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 3.29	$ 2.69	18.20%
AAA-10756	EntCloudSuite ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 34.30	$ 28.06	18.20%
AAA-10720	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL todeviceCoreCal	Non-Specific	1 Month(s)	$ 13.80	$ 11.29	18.20%
AAA-10762	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL todeviceECAL	Non-Specific	1 Month(s)	$ 9.60	$ 7.85	18.20%
AAA-10742	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL touserCoreCal	Non-Specific	1 Month(s)	$ 12.60	$ 10.31	18.20%
AAA-10740	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL touserECAL	Non-Specific	1 Month(s)	$ 7.20	$ 5.89	18.20%
AAA-10726	EntCloudSuiteFromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 28.20	$ 23.07	18.20%
AAA-10760	EntMobilitySteFromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 7.30	$ 5.97	18.20%
AAA-10732	EntMobilitySteFull ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 9.30	$ 7.61	18.20%
AAA-12531	EntprMobltySte Shared Alng MonthlySub Addon ToDvcCrCAL	Non-Specific	1 Month(s)	$ 6.30	$ 5.15	18.20%
AAA-12534	EntprMobltySte Shared Alng MonthlySub Addon ToDvcECAL	Non-Specific	1 Month(s)	$ 5.30	$ 4.34	18.20%
AAA-12539	EntprMobltySte Shared Alng MonthlySub Addon ToUserECAL	Non-Specific	1 Month(s)	$ 4.70	$ 3.84	18.20%
AAA-12536	EntprMobltySte Shared Alng MonthlySub Addon ToUsrCrCAL	Non-Specific	1 Month(s)	$ 6.00	$ 4.91	18.20%
AAA-12531	EntMobandSecE3 Shared Alng MonthlySub Addon ToDvcCrCAL	Non-Specific	1 Month(s)	$ 6.30	$ 5.15	18.20%
AAA-12534	EntMobandSecE3 Shared Alng MonthlySub Addon ToDvcECAL	Non-Specific	1 Month(s)	$ 5.30	$ 4.34	18.20%
AAA-12539	EntMobandSecE3 Shared Alng MonthlySub Addon ToUserECAL	Non-Specific	1 Month(s)	$ 4.70	$ 3.84	18.20%
AAA-12536	EntMobandSecE3 Shared Alng MonthlySub Addon ToUsrCrCAL	Non-Specific	1 Month(s)	$ 6.00	$ 4.91	18.20%
AAA-10760	EntMobandSecE3FromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 7.30	$ 5.97	18.20%
AAA-10732	EntMobandSecE3Full ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 9.30	$ 7.61	18.20%
CE3-00006	EntMobandSecE5 ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCAL	Non-Specific	1 Month(s)	$ 13.00	$ 10.63	18.20%
CE3-00008	EntMobandSecE5 ShrdSvr ALNG SubsVL MVL AddOn todeviceECAL	Non-Specific	1 Month(s)	$ 12.00	$ 9.82	18.20%
CE3-00002	EntMobandSecE5 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL	Non-Specific	1 Month(s)	$ 12.60	$ 10.31	18.20%
CE3-00004	EntMobandSecE5 ShrdSvr ALNG SubsVL MVL AddOn touserECAL	Non-Specific	1 Month(s)	$ 11.40	$ 9.33	18.20%
CE9-00002	EntMobandSecE5fromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 13.60	$ 11.12	18.20%
CE9-00004	EntMobandSecE5fromSA ShrdSvr ALNG SubsVL MVL PerUsr forSAB	Non-Specific	1 Month(s)	$ -	$ -	#DIV/0!
CE6-00004	EntMobandSecE5Full ShrdSvr ALNG SU MVL EntMobandSecE3Full PerUsr	Non-Specific	1 Month(s)	$ 6.40	$ 5.24	18.20%

CE6-00003	EntMobandSecE5Full ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 15.70	$ 12.84	18.20%
4DS-00001	EOArchExchOnln ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 2.50	$ 2.05	18.20%
7TC-00001	ExchgOnlnKsk ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.90	$ 1.55	18.20%
6NM-00002	ExchgOnlnP1AddOn ShrdSvr ALNG SubsVL MVL AddOn todvcExchStdCAL/CoreCAL	Non-Specific	1 Month(s)	$ 2.70	$ 2.21	18.20%
6NM-00004	ExchgOnlnP1AddOn ShrdSvr ALNG SubsVL MVL AddOn tousrExchStdCAL/CoreCAL	Non-Specific	1 Month(s)	$ 2.40	$ 1.96	18.20%
TRA-00065	ExchgOnlnPlan1 ShrdSvr ALNG SU MVL ExchgOnlnKsk PerUsr	Non-Specific	1 Month(s)	$ 1.70	$ 1.39	18.20%
TRA-00047	ExchgOnlnPlan1 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 3.50	$ 2.86	18.20%
TQA-00004	ExchgOnlnPlan2 ShrdSvr ALNG SU MVL ExchgOnlnKsk PerUsr	Non-Specific	1 Month(s)	$ 5.40	$ 4.42	18.20%
TQA-00005	ExchgOnlnPlan2 ShrdSvr ALNG SU MVL ExchgOnlnPlan1 PerUsr	Non-Specific	1 Month(s)	$ 3.80	$ 3.11	18.20%
TQA-00001	ExchgOnlnPlan2 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 7.30	$ 5.97	18.20%
TUA-00007	ExchOnlnArchExchSvr ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 2.50	$ 2.05	18.20%
6JT-00002	ExchOnlnPrtctn ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.00	$ 0.82	18.20%
NJ4-00002	ImportSrvcforO365 ShrdSvr ALNG Fee MVL per GB	Non-Specific	Each	$ 2.30	$ 1.88	18.20%
U5U-00001	IntunUSL ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 5.50	$ 4.50	18.20%
U5U-00013	IntunUSL ShrdSvr ALNG SubsVL MVL PerDvc	Non-Specific	1 Month(s)	$ 8.20	$ 6.71	18.20%
U7U-00001	IntunUSLAddOn ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 3.10	$ 2.54	18.20%
U7U-00002	IntunUSLAddOn ALNG SubsVL MVL XtraStrg1GB	Non-Specific	1 Month(s)	$ 2.80	$ 2.29	18.20%
2SC-00003	O365AdvSecMgmt ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 2.70	$ 2.21	18.20%
KF5-00002	O365ATP ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.90	$ 1.55	18.20%
T6A-00048	O365E1 ShrdSvr ALNG SU MVL ExchgOnlnKsk PerUsr	Non-Specific	1 Month(s)	$ 5.50	$ 4.50	18.20%
T6A-00049	O365E1 ShrdSvr ALNG SU MVL ExchgOnlnPlan1 PerUsr	Non-Specific	1 Month(s)	$ 3.80	$ 3.11	18.20%
T6A-00052	O365E1 ShrdSvr ALNG SU MVL O365K1 PerUsr	Non-Specific	1 Month(s)	$ 4.20	$ 3.44	18.20%
T6A-00077	O365E1 ShrdSvr ALNG SU MVL ONEDRIVEBSNSSw/OFFONLN PerUsr	Non-Specific	1 Month(s)	$ 2.80	$ 2.29	18.20%
T6A-00050	O365E1 ShrdSvr ALNG SU MVL SfBOnlnP1 PerUsr	Non-Specific	1 Month(s)	$ 5.80	$ 4.74	18.20%
T6A-00051	O365E1 ShrdSvr ALNG SU MVL SfBOnlnP2 PerUsr	Non-Specific	1 Month(s)	$ 2.70	$ 2.21	18.20%
T6A-00053	O365E1 ShrdSvr ALNG SU MVL ShrPntOnlnP1 PerUsr	Non-Specific	1 Month(s)	$ 4.60	$ 3.76	18.20%
T6A-00074	O365E1 ShrdSvr ALNG SU MVL YammerEnt PerUsr	Non-Specific	1 Month(s)	$ 4.20	$ 3.44	18.20%
T6A-00024	O365E1 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 7.30	$ 5.97	18.20%
6U6-00002	O365E1AddOn ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCAL	Non-Specific	1 Month(s)	$ 5.70	$ 4.66	18.20%
6U6-00004	O365E1AddOn ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL	Non-Specific	1 Month(s)	$ 4.70	$ 3.84	18.20%
7R7-00002	O365E1FromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 6.00	$ 4.91	18.20%
AAA-10899	O365E3 ShrdSvr ALNG SU MVL ExchgOnlnKsk PerUsr	Non-Specific	1 Month(s)	$ 18.80	$ 15.38	18.20%
AAA-10900	O365E3 ShrdSvr ALNG SU MVL ExchgOnlnPlan1 PerUsr	Non-Specific	1 Month(s)	$ 17.20	$ 14.07	18.20%
AAA-10901	O365E3 ShrdSvr ALNG SU MVL ExchgOnlnPlan2 PerUsr	Non-Specific	1 Month(s)	$ 13.40	$ 10.96	18.20%
AAA-10902	O365E3 ShrdSvr ALNG SU MVL LyncOnlnPlan1 PerUsr	Non-Specific	1 Month(s)	$ 19.10	$ 15.62	18.20%
AAA-10903	O365E3 ShrdSvr ALNG SU MVL LyncOnlnPlan2 PerUsr	Non-Specific	1 Month(s)	$ 16.00	$ 13.09	18.20%
AAA-10904	O365E3 ShrdSvr ALNG SU MVL O365K1 PerUsr	Non-Specific	1 Month(s)	$ 17.60	$ 14.40	18.20%
AAA-10905	O365E3 ShrdSvr ALNG SU MVL O365K2 PerUsr	Non-Specific	1 Month(s)	$ 17.00	$ 13.91	18.20%
AAA-10912	O365E3 ShrdSvr ALNG SU MVL O365ProPlusSATRNSTN PerUsr	Non-Specific	1 Month(s)	$ 11.80	$ 9.65	18.20%
AAA-10906	O365E3 ShrdSvr ALNG SU MVL Off365E1 PerUsr	Non-Specific	1 Month(s)	$ 13.40	$ 10.96	18.20%
AAA-10907	O365E3 ShrdSvr ALNG SU MVL Off365E2 PerUsr	Non-Specific	1 Month(s)	$ 13.40	$ 10.96	18.20%
AAA-10908	O365E3 ShrdSvr ALNG SU MVL OfficeProPlusforO365 PerUsr	Non-Specific	1 Month(s)	$ 9.70	$ 7.93	18.20%

AAA-10914	O365E3 ShrdSvr ALNG SU MVL OneDriveforBsnssw/OfcOnln PerUsr	Non-Specific	1 Month(s)	$ 16.20	$ 13.25	18.20%
AAA-10909	O365E3 ShrdSvr ALNG SU MVL ShrPntOnlnP1 PerUsr	Non-Specific	1 Month(s)	$ 18.00	$ 14.72	18.20%
AAA-10910	O365E3 ShrdSvr ALNG SU MVL ShrPntOnlnP2 PerUsr	Non-Specific	1 Month(s)	$ 11.60	$ 9.49	18.20%
AAA-10911	O365E3 ShrdSvr ALNG SU MVL YammerEnt PerUsr	Non-Specific	1 Month(s)	$ 17.50	$ 14.32	18.20%
AAA-10722	O365E3 ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCALw/OPP	Non-Specific	1 Month(s)	$ 7.90	$ 6.46	18.20%
AAA-10724	O365E3 ShrdSvr ALNG SubsVL MVL AddOn todeviceECALw/OPP	Non-Specific	1 Month(s)	$ 4.90	$ 4.01	18.20%
AAA-10764	O365E3 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCALw/OPP	Non-Specific	1 Month(s)	$ 6.90	$ 5.64	18.20%
AAA-10730	O365E3 ShrdSvr ALNG SubsVL MVL AddOn touserECALw/OPP	Non-Specific	1 Month(s)	$ 2.50	$ 2.05	18.20%
AAA-10842	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 20.70	$ 16.93	18.20%
AAA-10758	O365E3FromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 17.00	$ 13.91	18.20%
6V5-00003	O365E3w/oProPlusAddOn ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCAL	Non-Specific	1 Month(s)	$ 11.20	$ 9.16	18.20%
6V5-00004	O365E3w/oProPlusAddOn ShrdSvr ALNG SubsVL MVL AddOn todeviceECAL	Non-Specific	1 Month(s)	$ 8.20	$ 6.71	18.20%
6V5-00001	O365E3w/oProPlusAddOn ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL	Non-Specific	1 Month(s)	$ 10.20	$ 8.34	18.20%
6V5-00002	O365E3w/oProPlusAddOn ShrdSvr ALNG SubsVL MVL AddOn touserECAL	Non-Specific	1 Month(s)	$ 6.30	$ 5.15	18.20%
SY9-00005	O365E5 ShrdSvr ALNG SU MVL O365PE1 PerUsr	Non-Specific	1 Month(s)	$ 28.50	$ 23.31	18.20%
SY9-00006	O365E5 ShrdSvr ALNG SU MVL O365PE3 PerUsr	Non-Specific	1 Month(s)	$ 15.30	$ 12.52	18.20%
SY9-00020	O365E5 ShrdSvr ALNG SU MVL O365PE4 PerUsr	Non-Specific	1 Month(s)	$ 12.90	$ 10.55	18.20%
SY9-00004	O365E5 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 35.70	$ 29.20	18.20%
SZ6-00002	O365E5Addon ShrdSvr ALNG MVL AddOn todeviceCoreCALw/OPP	Non-Specific	1 Month(s)	$ 24.20	$ 19.80	18.20%
SZ6-00004	O365E5Addon ShrdSvr ALNG MVL AddOn touserCoreCALw/OPP	Non-Specific	1 Month(s)	$ 23.20	$ 18.98	18.20%
SZ6-00010	O365E5Addon ShrdSvr ALNG MVL AdOn toDvcCCALw/OPP+SfBPlusCAL	Non-Specific	1 Month(s)	$ 22.50	$ 18.41	18.20%
SZ6-00014	O365E5Addon ShrdSvr ALNG MVL AdOn toDvcECALw/OPP+SfBPlusCAL	Non-Specific	1 Month(s)	$ 19.50	$ 15.95	18.20%
SZ6-00012	O365E5Addon ShrdSvr ALNG MVL AdOn toUsrCCALw/OPP+SfBPlusCAL	Non-Specific	1 Month(s)	$ 21.00	$ 17.18	18.20%
SZ6-00016	O365E5Addon ShrdSvr ALNG MVL AdOn toUsrECALw/OPP+SfBPlusCAL	Non-Specific	1 Month(s)	$ 16.60	$ 13.58	18.20%
SZ6-00006	O365E5Addon ShrdSvr ALNG SubsVL MVL AddOn todeviceECALw/OPP	Non-Specific	1 Month(s)	$ 21.20	$ 17.34	18.20%
SZ6-00008	O365E5Addon ShrdSvr ALNG SubsVL MVL AddOn touserECALw/OPP	Non-Specific	1 Month(s)	$ 18.80	$ 15.38	18.20%
SZ6-00023	O365E5AddonSUAddOntoDvcCoreCALw/OPPE3AddOntoDvcCCALw/OPP	Non-Specific	1 Month(s)	$ 16.40	$ 13.42	18.20%
SZ6-00024	O365E5AddonSUAddOntoDvcCoreCALw/OPPE4AddOntoDvcCCALw/OPP	Non-Specific	1 Month(s)	$ 14.50	$ 11.86	18.20%
SZ6-00019	O365E5AddonSUAddOntoDvcECALw/OPPE3AddOntoDvcECALw/OPP	Non-Specific	1 Month(s)	$ 16.40	$ 13.42	18.20%
SZ6-00020	O365E5AddonSUAddOntoDvcECALw/OPPE4AddOntoDvcECALw/OPP	Non-Specific	1 Month(s)	$ 14.50	$ 11.86	18.20%
SZ6-00031	O365E5AddonSUAddOntouserCoreCALw/OPPE3AddOntoUsrCCALw/OPP	Non-Specific	1 Month(s)	$ 16.40	$ 13.42	18.20%
SZ6-00032	O365E5AddonSUAddOntouserCoreCALw/OPPE4AddOntoUsrCCALw/OPP	Non-Specific	1 Month(s)	$ 14.50	$ 11.86	18.20%
SZ6-00027	O365E5AddonSUAddOntouserECALw/OPPE3AddOntoUsrECALw/OPP	Non-Specific	1 Month(s)	$ 16.40	$ 13.42	18.20%
SZ6-00028	O365E5AddonSUAddOntouserECALw/OPPE4AddOntoUsrECALw/OPP	Non-Specific	1 Month(s)	$ 14.50	$ 11.86	18.20%
SZ7-00002	O365E5fromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 31.70	$ 25.93	18.20%
6WT-00001	O365ExtraFileStorage ShrdSvr ALNG SubsVL MVL AddOn XtraStrg1GB	Non-Specific	1 Month(s)	$ 0.30	$ 0.25	18.20%
TPA-00013	O365K1 ShrdSvr ALNG SU MVL ExchgOnlnKsk PerUsr	Non-Specific	1 Month(s)	$ 1.30	$ 1.06	18.20%
TPA-00001	O365K1 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 3.10	$ 2.54	18.20%
3JJ-00003	O365ProPlus ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 11.00	$ 9.00	18.20%
D7U-00002	O365ProPlusFromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 8.90	$ 7.28	18.20%
TK6-00002	Office 365 Advanced eDiscovery ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 7.30	$ 5.97	18.20%
TK5-00002	Office 365 Customer Lockbox ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.90	$ 1.55	18.20%

V9N-00002	Office 365 Delve Analytics ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 3.70	$ 3.03	18.20%
3NM-00004	OneDriveforBsnssPlan1 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 4.50	$ 3.68	18.20%
TL2-00004	OneDriveforBsnssPlan2 ShrdSvr ALNG SU MVL ONEDRIVEBSNSSw/OFFONLN PerUsr	Non-Specific	1 Month(s)	$ 4.60	$ 3.76	18.20%
TL2-00003	OneDriveforBsnssPlan2 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 9.10	$ 7.44	18.20%
3Q2-00002	PrjctLite ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 6.40	$ 5.24	18.20%
VJX-00008	PrjctOnline ShrdSvr ALNG SU MVL PrjctLite PerUsr	Non-Specific	1 Month(s)	$ 22.90	$ 18.73	18.20%
VJX-00002	PrjctOnline ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 29.20	$ 23.89	18.20%
WU2-00002	PrjctOnlnCloudAddOn ShrdSvr ALNG SubsVL MVL AddOn toPrjctCAL	Non-Specific	1 Month(s)	$ 28.10	$ 22.99	18.20%
4QT-00002	PrjctProforO365 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 22.10	$ 18.08	18.20%
9JP-00002	PrjOnlnwPrjProO365FrmSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 51.20	$ 41.88	18.20%
43T-00002	ProjOnlnwProjProO365 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 51.20	$ 41.88	18.20%
WU3-00005	ProjOnlwProjProO365CldAddOn ShrdSvr ALNG SubsVL MVL AddOn toPrjctPro	Non-Specific	1 Month(s)	$ 32.90	$ 26.91	18.20%
WU3-00002	ProjOnlwProjProO365CldAddOn ShrdSvr ALNG SubsVL MVL AddOn toPrjctStd	Non-Specific	1 Month(s)	$ 35.10	$ 28.71	18.20%
WU4-00001	ProjProforOffice365CldAddOn ShrdSvr ALNG SubsVL MVL AddOn toPrjctPro	Non-Specific	1 Month(s)	$ 2.90	$ 2.37	18.20%
WU4-00002	ProjProforOffice365CldAddOn ShrdSvr ALNG SubsVL MVL AddOn toPrjctStd	Non-Specific	1 Month(s)	$ 8.20	$ 6.71	18.20%
9JN-00002	ProjProO365FromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 21.30	$ 17.42	18.20%
3Q2-00002	ProjOnlnEssntls ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 6.40	$ 5.24	18.20%
7E3-00004	ProjOnlnEssntlsAddon ShrdSvr ALNG SubsVL MVL AddOn toDvcPrjctCAL	Non-Specific	1 Month(s)	$ 3.80	$ 3.11	18.20%
7E3-00002	ProjOnlnEssntlsAddon ShrdSvr ALNG SubsVL MVL AddOn toUsrPrjctCAL	Non-Specific	1 Month(s)	$ 2.90	$ 2.37	18.20%
7SY-00005	ProjOnlnPrem ShrdSvr ALNG SU MVL PrjctOnln PerUsr	Non-Specific	1 Month(s)	$ 19.50	$ 15.95	18.20%
7SY-00006	ProjOnlnPrem ShrdSvr ALNG SU MVL ProjOnlnProf PerUsr	Non-Specific	1 Month(s)	$ 22.10	$ 18.08	18.20%
7SY-00002	ProjOnlnPrem ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 48.60	$ 39.75	18.20%
7QJ-00003	ProjOnlnPremAddon ShrdSvr ALNG SubsVL MVL AddOn toDvcPrjctCAL	Non-Specific	1 Month(s)	$ 40.90	$ 33.46	18.20%
7QJ-00001	ProjOnlnPremAddon ShrdSvr ALNG SubsVL MVL AddOn toPrjctProf	Non-Specific	1 Month(s)	$ 25.40	$ 20.78	18.20%
7QJ-00006	ProjOnlnPremAddon ShrdSvr ALNG SubsVL MVL AddOn toPrjctStd	Non-Specific	1 Month(s)	$ 28.40	$ 23.23	18.20%
7QJ-00005	ProjOnlnPremAddon ShrdSvr ALNG SubsVL MVL AddOn toUsrPrjctCAL	Non-Specific	1 Month(s)	$ 40.10	$ 32.80	18.20%
7VV-00002	ProjOnlnPremFromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 41.30	$ 33.78	18.20%
7LS-00004	ProjOnlnProf ShrdSvr ALNG SU MVL PrjctProfForO365 PerUsr	Non-Specific	1 Month(s)	$ 4.50	$ 3.68	18.20%
7LS-00002	ProjOnlnProf ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 26.50	$ 21.68	18.20%
7E6-00004	ProjOnlnProfAddon ShrdSvr ALNG SubsVL MVL AddOn toDvcPrjctCAL	Non-Specific	1 Month(s)	$ 21.10	$ 17.26	18.20%
7E6-00002	ProjOnlnProfAddon ShrdSvr ALNG SubsVL MVL AddOn toPrjctProf	Non-Specific	1 Month(s)	$ 5.60	$ 4.58	18.20%
7E6-00008	ProjOnlnProfAddon ShrdSvr ALNG SubsVL MVL AddOn toPrjctStd	Non-Specific	1 Month(s)	$ 10.50	$ 8.59	18.20%
7E6-00006	ProjOnlnProfAddon ShrdSvr ALNG SubsVL MVL AddOn toUsrPrjctCAL	Non-Specific	1 Month(s)	$ 20.20	$ 16.52	18.20%
7MK-00002	ProjOnlnProfFromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 22.60	$ 18.49	18.20%
NK4-00002	PwrBIPro ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 9.00	$ 7.36	18.20%
LK6-00004	SfB Cloud PBX ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 7.30	$ 5.97	18.20%
LK6-00002	SfB Cloud PBX ShrdSvr ALNG SubsVL MVL with SfBPlusCAL PerUsr	Non-Specific	1 Month(s)	$ 5.10	$ 4.17	18.20%
AAA-11392	SfB Plus CAL ShrdSvr ALNG SubsVL MVL PerUser to SPE E3	Non-Specific	1 Month(s)	$ 1.80	$ 1.47	18.20%
FT5-00006	SfB Plus CAL ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.80	$ 1.47	18.20%
TK2-00001	SfB PSTN Calling Domestic ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 10.50	$ 8.59	18.20%
TJ9-00001	SfB PSTN Calling International ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 21.00	$ 17.18	18.20%
TJ7-00002	SfB PSTN Conferencing ShrdSvr ALNG SubsVL MVL for O365 E5 PerUsr	Non-Specific	1 Month(s)	$ 1.75	$ 1.43	18.20%

TJ7-00001	SfB PSTN Conferencing ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 3.50	$ 2.86	18.20%
T2A-00017	SfBOnlnP1 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 1.60	$ 1.31	18.20%
6PP-00002	SfBOnlnP1AddOn ShrdSvr ALNG SubsVL MVL AddOn todvcSfBStdCAL/CoreCAL	Non-Specific	1 Month(s)	$ 1.40	$ 1.15	18.20%
6PP-00004	SfBOnlnP1AddOn ShrdSvr ALNG SubsVL MVL AddOn tousrSfBStdCAL/CoreCAL	Non-Specific	1 Month(s)	$ 1.30	$ 1.06	18.20%
T3A-00007	SfBOnlnP2 ShrdSvr ALNG SU MVL SfBOnlnP1 PerUsr	Non-Specific	1 Month(s)	$ 3.10	$ 2.54	18.20%
T3A-00005	SfBOnlnP2 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 4.70	$ 3.84	18.20%
6R9-00002	SharePointOnlnPlan1 ShrdSvr ALNG Subs MVL AddOn todvcShrPtStdCAL/CoreCAL	Non-Specific	1 Month(s)	$ 1.40	$ 1.15	18.20%
6R9-00004	SharePointOnlnPlan1 ShrdSvr ALNG Subs MVL AddOn tousrShrPtStdCAL/CoreCAL	Non-Specific	1 Month(s)	$ 1.10	$ 0.90	18.20%
TVA-00020	ShrPntOnlnP1 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 4.50	$ 3.68	18.20%
TWA-00016	ShrPntOnlnP2 ShrdSvr ALNG SU MVL ShrPntOnlnP1 PerUsr	Non-Specific	1 Month(s)	$ 4.60	$ 3.76	18.20%
TWA-00013	ShrPntOnlnP2 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 9.10	$ 7.44	18.20%
AAA-10720	SPE E3 Addon ShrdSvr ALNG SubsVL MVL todeviceCoreCal	Non-Specific	1 Month(s)	$ 13.80	$ 11.29	18.20%
AAA-10762	SPE E3 Addon ShrdSvr ALNG SubsVL MVL todeviceECAL	Non-Specific	1 Month(s)	$ 9.60	$ 7.85	18.20%
AAA-10742	SPE E3 Addon ShrdSvr ALNG SubsVL MVL touserCoreCal	Non-Specific	1 Month(s)	$ 12.60	$ 10.31	18.20%
AAA-10740	SPE E3 Addon ShrdSvr ALNG SubsVL MVL touserECAL	Non-Specific	1 Month(s)	$ 7.20	$ 5.89	18.20%
AAA-10726	SPE E3 FromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 28.20	$ 23.07	18.20%
AAA-10756	SPE E3 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 34.30	$ 28.06	18.20%
AAA-28605	SPE E5 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 59.90	$ 49.00	18.20%
AAA-28628	SPE E5 Addon ShrdSvr ALNG SubsVL MVL Addon toDeviceCoreCALw/OPP	Non-Specific	1 Month(s)	$ 40.70	$ 33.29	18.20%
AAA-28676	SPE E5 Addon ShrdSvr ALNG SubsVL MVL Addon toDeviceECALw/OPP	Non-Specific	1 Month(s)	$ 36.10	$ 29.53	18.20%
AAA-28666	SPE E5 Addon ShrdSvr ALNG SubsVL MVL Addon toUserCoreCALw/OPP	Non-Specific	1 Month(s)	$ 39.80	$ 32.56	18.20%
AAA-28620	SPE E5 Addon ShrdSvr ALNG SubsVL MVL Addon toUserECALw/OPP	Non-Specific	1 Month(s)	$ 33.70	$ 27.57	18.20%
AAA-28664	SPE E5 From SA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 53.40	$ 43.68	18.20%
AAA-28688	SPE E5 Step-up From SPE E3 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 25.80	$ 21.10	18.20%
N9U-00002	VisioProforO365 ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 11.50	$ 9.41	18.20%
WU5-00001	VisioProforOffice365CldAddOn ShrdSvr ALNG SubsVL MVL AddOn toVisioPro	Non-Specific	1 Month(s)	$ 1.50	$ 1.23	18.20%
WU5-00002	VisioProforOffice365CldAddOn ShrdSvr ALNG SubsVL MVL AddOn toVisioStd	Non-Specific	1 Month(s)	$ 5.00	$ 4.09	18.20%
9K3-00002	VisioProO365FromSA ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 10.90	$ 8.92	18.20%
7LU-00002	YammerEnt ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	1 Month(s)	$ 3.20	$ 2.62	18.20%

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

State Term Contract
No. 43230000-15-02
Licensing Solutions Providers of Microsoft Software and Services

This State Term Contract (Contract) is between the State of Florida, Department of Management Services (Department), Division of State Purchasing, an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and SHI International Corp. (Contractor) with offices at 290 Davidson Ave. Somerset, NJ 08873.

The Department entered into overarching agreements with Microsoft Corporation (Microsoft), to standardize the use of Microsoft products and services in the State of Florida (State). Based on those agreements the Department issued Invitation to Negotiate (ITN), No. 07-43230000-L, Licensing Solutions Providers of Microsoft Software and Services, to identify a Microsoft Licensing Solutions Provider (LSP) to provide Microsoft licenses and services to the State. The Contractor submitted a Responsive reply to the ITN. After negotiations the Department determined that the Contractor's reply is the most advantageous to the State and has decided to enter into this Contract.

Accordingly, and in consideration of the mutual assurances contained in the Contract, the Department and Contractor agree as follows:

I. Scope of Work

The Contractor shall provide Microsoft software licenses and maintenance with optional support offerings in accordance with the ITN. The Contractor will coordinate with Customers regarding Microsoft required enrollment agreements which may be a condition of purchasing licenses off of this contract. Those enrollment agreements may further define the scope of services.

II. Contract Term

The initial term of this Contract will be three years. The initial contract shall begin on February 1, 2016 or on the last date in which it is signed by all parties, whichever is later.

III. Renewal Terms

Upon satisfactory performance by the Contractor and written mutual agreement of the parties, the Contract may be renewed for a renewal term not to exceed three years under the same terms and conditions in place at the time of renewal and with the approved renewal pricing specified in the Contractor's response to the ITN.

IV. Florida Price

The Contractor shall provide the Florida Price on the Contractor Florida Price Spreadsheets (Attachments A-D) that are posted on the Department's website.

Contingent upon approval by the Department Contract Manager, updates to the Contractor Florida Price Spreadsheets shall be posted on the Department's website. The Department reserves the right to remove products or services from the Contractor Florida Price Spreadsheets as needed in the best interest of the State.

Microsoft determines pricing levels and ERP pricing for its products. If Microsoft lowers prices, or pricing levels at any time, the Contractor shall immediately adjust the Florida pricing to reflect the lower prices. The Contractor will monitor Microsoft pricing and if at any time additional discounts become available to the state, Contractor will incorporate the discounts into this contract without delay. Contractor will continually provide the best available pricing to the state.

V. Contract

This document, together with the following exhibits set forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral.

All exhibits listed below are incorporated in their entirety, and form part of this Contract.

The Contract has the following exhibits:

Exhibit A: Special Contract Conditions
Exhibit B: General Contract Conditions, Form PUR 1000 (10/06)
Exhibit C: Contract Forms
Exhibit D: ITN No. 07-43230000-L
Exhibit E: Contractor's Response to ITN No. 07-43230000-L

In case of conflict, the documents shall have priority in the following order as listed:

a) This document
b) Exhibit D: ITN No. 07-43230000-L
c) Exhibit A: Special Contract Conditions
d) Exhibit B: General Contract Conditions
e) Exhibit C: Contract Forms
f) Exhibit E: Contractor's Response to ITN No. 07-43230000-L

VI. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section V, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

VI. Contract Notices

In addition to the provisions in section 38 of Form PUR 1000 (10/06), contract notices may be delivered by email to the Contractor's designated contact person as prescribed in section VII.

VII. Contract Management

The Department employee who is primarily responsible for maintaining the Contract administration file, serves as the contract manager, and is the Department's designated contact person shall be listed on the Department's website.

The Contractor's employee who is primarily responsible for overseeing the Contractor's contract responsibilities and is the Contractor's designated contact person, shall be named by the Contractor and will be listed on the Department's website.

Either Party may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to the other party. Any communications regarding the Contract shall be addressed to the Contract Manager.

All questions and customer service issues concerning this Contract shall be directed to the designated contact person.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida **Department of Management Services:**		**Contractor:** **SHI International Corp.**	
By:	[signature]	**By:**	[signature]
Name:	Erin Roac	**Name:**	Natalie Slowik
Title:	Deputy Secretary	**Title:**	Senior Manager - Contracts & RFPs
Date:	1-29-16	**Date:**	1/28/16

EXHIBIT A: SPECIAL CONTRACT CONDITIONS

1. ELECTRONIC INVOICE

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP). Electronic invoices may be submitted to the Customer through the Ariba Network (AN), whose usage is not mandatory. Contractor may incur a fee for use of the AN. If Contractor chooses to participate in the AN, electronic invoices shall be submitted to the Customer in one of three mechanisms as listed below.

a) COMMERCE EXTENSIBLE MARKUP LANGUAGE (CXML)
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

b) ELECTRONIC DATA INTERCHANGE (EDI)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

c) PURCHASE ORDER (P.O.) FLIP VIA ARIBA NETWORK (AN)
The online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the P.O. into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor may work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

2. PRODUCT AND CATALOG SPECIFICATIONS (SERVICES INCLUDED, IF APPLICABLE)

The Contractor shall submit all Catalog changes to the Department for review. Once approved in writing by the Department, the product Catalog submitted will be incorporated into the Contract. Any additional terms and conditions contained in the product Catalog language will not be included in the Contract.

3. PURCHASING CARD PROGRAM

Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

4. COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

5. LIABILITY AND WORKER'S COMPENSATION INSURANCE

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently $100,000 per accident, $100,000 per person, and $500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of $500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of $500,000, including hired and non-owned liability, and $5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

6. DETAIL OF BILLS

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

7. PAYMENT TIMEFRAME

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

8. MYFLORIDAMARKETPLACE FEES

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law.

Effective November 1st, 2015, through July 1st, 2016, in accordance with Senate Bill 2502-A, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

Any questions regarding the Transaction Fees should be directed to the MFMP Customer Service Desk, at 866-352-3776, BuyerHelp@myfloridamarketplace.com or VendorHelp@myfloridamarketplace.com.

Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

9. PAYMENT AUDIT

Records of costs incurred under terms of the Contract shall be maintained and made available to the Agency upon request at all times during the period of the Contract, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and

records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

10. BILLS FOR TRAVEL

Travel expenses are not reimbursable unless specifically authorized in writing and shall be reimbursed only in accordance with section 112.061, Florida Statutes.

11. PUBLIC RECORDS

Access to Public Records

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Contract.

(a)The Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

(b) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Protection of Trade Secrets or Other Confidential Information
(a) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

(b) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(c) If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(d) The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

12. RETENTION OF RECORDS

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

13. COMMUNICATIONS AND CONFIDENTIALITY

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057,

F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Customer's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

14. INTELLECTUAL PROPERTY

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

15. PREFERRED PRICE AFFIDAVIT REQUIREMENT

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

16. EMPLOYMENT VERIFICATION (E-VERIFY)

In accordance with Executive Order Number 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment of all new employees hired by the Contractor during the Contract term for the services specified in the Contract. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

17. SCRUTINIZED COMPANY LIST

In accordance with subsection 287.135(5), Florida Statutes, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes.

In accordance with 287.135, the Department may unilaterally terminate this contract if it determines that the Contractor has submitted a false certification as provided under subsection 287.135 (5), or that it is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

18. CONVICTED AND DISCRIMINATORY VENDOR LISTS

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract.

19. TERMINATION FOR CONVENIENCE

The Contract may be terminated by the Department in whole or in part at any time in the best interest of the State. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed.

20. TERMINATION FOR CAUSE

If the Department determines that the performance of the Contractor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take other action deemed appropriate by the Department.

21. COMMITMENT TO DIVERSITY IN GOVERNMENT CONTRACTING

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

22. BUSINESS REVIEW MEETINGS

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

23. ETHICAL BUSINESS PRACTICES

Contractors shall work in partnership with the State to ensure a successful and valuable Contract. Ethical practices are required of State employees, Contractors, and all parties

representing the Contractor. All work performed under this Contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

24. GRATUITIES

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

25. LOBBYING

In accordance with sections 11.062 and 216.347, F.S., the Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract's execution and during the Contract's term.

26. COOPERATION WITH INSPECTOR GENERAL

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

27. PRODUCT VARIATIONS/CUSTOM ORDERS

New variations, substitutions, including custom orders of existing software licenses, maintenance and services awarded under the Contract will be considered by the

Department if it is in the best interest of the State. All modifications and special requests must receive prior written approval from the Department or Customer before execution of the purchase. Proposed changes are not to compromise the integrity of the software licenses, maintenance or services performance.

28. DELAYS AND COMPLAINTS

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the Contract (via the established Complaint to Vendor process (PUR 7017 form) may result in default proceedings and cancellation.

29. SALES AND USE TAX

It is the responsibility of the Contractor to determine how work accomplished under this Contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at http://dor.myflorida.com/dor/businesses.

30. INSURANCE, LOSS DEDUCTIBLE

The Department and Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the Department or Customer an insurance certificate proving appropriate coverage is in full force and effect.

31. INSURANCE, SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in section 5, Liability and Workers Compensation Insurance, or the Contractor may insure the activities of its subcontractors in the Contractor's policy, as specified in the Liability and Workers Compensation Insurance Section of this contract.

32. INDEMNITY

The Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Contract does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

33. PAYMENT FOR CLAIMS

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Contract.

34. PERFORMANCE AND PAYMENT BONDS

The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond as deemed necessary by the size of the job. Inability to provide a bond shall result in the Contractor being found in default of the contract.

35. WARRANTY

The Microsoft standard warranty shall cover all software and the Contractor's warranty shall cover Value-added services provided under this the Contract. The Microsoft standard warranty is required to provide coverage against defective software, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Microsoft and Contractor warranty coverage must be identical to or exceed the most inclusive of those normally provided for the commodities and contractual services specified herein that are sold to any State or local governments.

Should the Microsoft or Contractor warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions shall prevail.

36. CONTRACT REVISIONS

Notwithstanding General Contract Conditions, section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

a) Contractor's Company Information and Contacts
b) Contract Administrator
c) Contract Forms
d) Catalog Revisions

The Contractor shall use the appropriate form to request changes to the items listed above and shall submit the form to the Department for review and approval. Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, apply to all other modifications to the Contract.

37. FINANCIAL CONSEQUENCES

The Contract Administrator shall periodically review the Contractor's Compliance with the responsibilities and deliverables in the Contract. If the Contractor fails to meet and

comply with the responsibilities and deliverables established in the Contract, Contractor will be subject to damages. See Exhibit C, section 18 for additional information.

38. THIRD PARTY AUDITS AND REPORTING REQUIREMENTS

At no additional cost to the State, the Contractor is to contract with an independent third party firm (to be approved by the Department) to conduct, at a minimum, at least one random sampling of the Contractor's price list per quarter in accordance with Section 6.23 of the ITN.

The Contractor's failure to comply with this requirement may result in financial consequences and may also result in the Contractor's immediate removal from the Contract.

EXHIBIT B: GENERAL CONTRACT CONDITIONS

State of Florida
PUR 1000
General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract

manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so

affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of Contract award, the Customer reserves the right to acquire additional quantities up to the amount shown on the Contract but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery

delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor

certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer

in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and section 216.347, F.S. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the

foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any

purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.
Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE**

FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the

state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer

expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the

course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT C: CONTRACT FORMS

Forms included in this Contract:

- Quarterly Reporting (Excel File)
- Contact Information Worksheet
- Ordering Instructions
- Savings / Price Reductions
- Preferred Pricing Affidavit
- Product Update (Excel File)

Quarterly Report (Excel file)

Quarterly Report Form.xlsx

Contractor Information Worksheet

Contractor_Information_Worksheet.doc

Ordering Instructions

Ordering Instructions.doc

Savings / Price Reductions

Savings-Reduction Verification.doc

Preferred Pricing Affidavit

Preferred Pricing Affidavit.docx

Product Update

Product Update Form.xls

SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT #43230000-15-02 LICENSING SOLUTIONS PROVIDERS

BID #: PSC-0536-16 **OPEN DATE: 09/14/2016**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: FEBRUARY 1, 2016 THROUGH JANUARY 31, 2019, WITH ONE (1) THREE (3) YEAR RENEWAL OPTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT #43230000-15-02

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED:** ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the piggyback award to SHI International Corp., for the additional purchase of 152 Microsoft Office Professional Plus 2016 licenses. The total requested increase in the amount of $7,368.96, for a total revised contract expenditure not-to-exceed $129,513.96.

Funding for this award to be encumbered by account AFIT537-05229 and executed by formal contract (#9451-07) amendment through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Vendor Quote; Contract; State Contract; Previous Award

ANALYST: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division, CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 4/19/18

Teresa R. Eichner _____ OTHER: _____

_____ _____

James K. McCarl _____

ACTION OF AWARDING AUTHORITY DATE 4/19/18

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT #43230000-15-02 LICENSING SOLUTIONS PROVIDERS

BID #: PSC-0536-16 OPEN DATE: 09/14/2016

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: FEBRUARY 1, 2016 THROUGH JANUARY 31, 2019, WITH ONE (1) THREE (3) YEAR RENEWAL OPTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT #43230000-15-02

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to piggyback State of Florida's Contract #43230000-15-02 between the State of Florida and SHI International Corp., for the purchase of 1,500 Microsoft Windows Server 2012 remote desktop service licenses for the Information Technologies Division. The period of service is from date of contract execution through January 31, 2019 with one (1) three (3) year renewal option based on the State of Florida's renewal. The total not-to-exceed amount of $122,145.00.

Funding for this award to be encumbered by account AFIT531CSCS-04662, to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; State of Florida Contract; Risk Approval; Certificate of Liability

ANALYST: CHELSEY RENFROE RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 9-15-16

OTHER:

ACTION OF AWARDING AUTHORITY DATE 9/15/16

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

QWS3270X 5/17/2018 3:07 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 05/17/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 3:07 PM

FISCAL MO/YEAR : 08 2018 CURRENCY CODE :
INDEX CODE : AFIT531CSCS INFORMATION TECHNOLOGIES
SUBOBJECT : 03118 SOFTWARE HOSTING SERVICES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAY 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	1,394,559.54	1,394,559.54
EXPENDITURES	26,350.00	251,524.90	251,524.90
ENCUMBRANCES	-26,350.00	134,435.63	134,435.63
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	1,008,599.01	1,008,599.01

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

QWS3270X 5/17/2018 3:07 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 05/17/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 3:07 PM

FISCAL MO/YEAR : 08 2018 CURRENCY CODE :
INDEX CODE : AFIT537 TECHNOLOGY EQUIPMENT REFRESH
SUBOBJECT : 05229 SOFTWARE, COMPUTER ITEMS UNDER $1000.00
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAY 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	580,201.15	580,201.15
EXPENDITURES	3,867.25	410,270.06	410,270.06
ENCUMBRANCES	2,798.68	22,830.64	22,830.64
PRE-ENCUMBRANCES	-6,296.38	.00	.00
REMAINING BALANCE	-369.55	147,100.45	147,100.45

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

QWS3270X 5/17/2018 3:07 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 05/17/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 3:07 PM

FISCAL MO/YEAR : 08 2018 CURRENCY CODE :
INDEX CODE : AFIT537 TECHNOLOGY EQUIPMENT REFRESH
SUBOBJECT : 06427 COMPUTER EQUIPMENT
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAY 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	806,715.91	806,715.91
EXPENDITURES	1,073.35	514,886.25	514,886.25
ENCUMBRANCES	108,180.25	109,483.02	109,483.02
PRE-ENCUMBRANCES	-4,220.00	.00	.00
REMAINING BALANCE	-105,033.60	182,346.64	182,346.64

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND