5

SUBJECT: Piggyback State of Florida Alternate Contract #43230000-NASPO-16-ACS NASPO ValuePoint Cloud Solutions

BID #: PSC-0403-21 **OPEN DATE: 03/10/2016**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – PERIOD OF SERVICE FROM SEPT. 28, 2017 THROUGH SEPTEMBER 15, 2026

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: Piggyback State of Florida Alternate Contract #43230000-NASPO-16-ACS NASPO ValuePoint Cloud Solutions

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from July 1, 2022 through date of award.
Recommend approval to utilize the first of two (2) one (1) year renewal options to Piggyback State of Florida Alternate Contract #43230000-NASPO-16-ACS NASPO ValuePoint Cloud Solutions, with SHI International Corp., to purchase Microsoft Azure Cloud Services for Citywide use. The period of service will be from date of award through June 30, 2023. The requested total expenditure not to exceed $40,000.00. The revised total award expenditure not-to-exceed $144,477.25.

FUNDING SOURCES: 53101.113002.531180.000000.00000000.00000.0000000.
To be executed by formal contract amendment through Office of General Counsel and process via purchase order(s)

ATTACHMENTS: Recommendation Memo; Previous Award

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA 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

DATE: July 27, 2022

TO: Greg Pease, Chief of Procurement Division

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

FROM: Thomas Ossi, Technology Contract and Records Manager

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2022.07.27 16:37:12 -04'00'

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2022.07.27 14:19:58 -04'00'

RE: **Piggyback State of Florida Contract # 43230000-NASPO-16-ACS NASPO ValuePoint Cloud Solutions - Microsoft Azure Cloud Services**

The Information Technologies Division (ITD) requests approval to exercise the first renewal option (City Contract #71087-21) on the State of Florida's (SOF) Contract #43230000-NASPO-16-ACS - NASPO ValuePoint Cloud Solutions with SHI International Corp., as per Section 126.211 and Section 126.309 of the City Ordinance Code. The SOF contract was competitively procured via the State of Utah Solicitation, No. CH16012. The scope of services for #43230000-NASPO-16-ACS includes the purchase of Cloud Solution Services.

ITD Management recommends utilizing the SOF contract to renew the Microsoft Azure Cloud Services for citywide use. The term of the agreement July 1, 2022 through June 30 2023 with one (1) one (1) year renewal option remaining. The amount for this renewal is $40,000.00 increasing the not-to-exceed amount from $104,477.25 to $144,477.25.

Upon award approval, ITD will request a formal contract through the Office of General Counsel.

FUNDING SOURCES: 53101.113002.531180.000000.00000000.00000

Tracy Geake — Digitally signed by Tracy Geake Date: 2022.07.27 16:23:51 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachments: SOF Contract No. 43230000-NASPO-16-ACS NASPO ValuePoint Cloud Solutions
Risk Management Approval
City Contract #71087-21
GGAC Award (PSC-0403-21)
Exhibit B Indemnification

CC: Amy Hills, Desktop Services Manager
Mark Deas, Server Infrastructure Manager
Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator

Pricing Proposal
Quotation #: 20542254
Created On: 5/28/2021
Valid Until: 6/27/2021

City of Jacksonville

Alexander Ciprian
117 West Duval Street
Suite 375
Jacksonville, FL 32202
United States
Phone
Fax
Email Aciprian@coj.net

Inside Account Manager

Shaina Chinchilla
290 Davidson Avenue
Somerset, NJ 08873
Phone 800-543-0432
Fax 732-868-6055
Email: Shaina_Chinchilla@shi com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	AzureActiveDrctryPremP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part# MQM-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 43230000-NASPO-16-ACS Coverage Term· 7/1/2021 – 6/30/2022 **Note:** Year 1 of 3	225	$55 75	$12,543 75
2	Azure prepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 43230000-NASPO-16-ACS Coverage Term: 7/1/2021 – 6/30/2022 **Note:** Year 1 of 3	1	$0.00	$0 00
			Total	$12,543.75

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

AMENDMENT NO.: 3
Alternate Contract Source No.: 43230000-NASPO-16-ACS
Alternate Contract Source Name: Cloud Solutions

This Amendment No. 3 ("Amendment") to the Cloud Solutions Alternate Contract Source, No. 43230000-NASPO-16-ACS ("Participating Addendum"), between the State of Florida, Department of Management Services ("Department"), and SHI International Corp. ("Contractor"), collectively referred to herein as the "Parties," is effective upon execution by both Parties.

WHEREAS, the Parties agree that the Participating Addendum may be amended by mutual agreement as provided in section 6, Amendments, of the Participating Addendum; and

WHEREAS, the Parties wish to amend the Participating Addendum to reflect updated discounts.

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree as follows:

I. Amendment to the Participating Addendum. The Participating Addendum is amended to add the following section:

7. **Additional Discounts.** Notwithstanding the Cost Schedule provided in Exhbit C: NASPO ValuePoint Master Agreement Numbwer AR2488, for Microsoft Azure Cloud Solutions and Services, in addition to any discounts offered by the manufacturer under a Volume or Enterprise Agreement (required to be honored by section 3.g., Enterprise Agreements, of the Participating Addendum), the Contractor will discount an additional 15% off of the ERP. This discount will become effective on February 1, 2020, and will expire on September 30, 2026. This discount shall only apply to Microsoft Azure Cloud Solutions and Services purchased through Alternate Contract Source No. 43230000-NASPO-16-ACS.

II. Amendment to the Participating Addendum. The reference to "Rule Title 74, F.A.C." in section 6.6, Information Technology Standards, of the Participating Addendum's Exhibit A: Contract Conditions, Florida General, is amended to read "Rule Title 60GG, F.A.C."

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Participating Addendum, the terms of this Amendment shall control.

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

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Participating Addendum shall continue in full force and effect.

Department of
MANAGEMENT
SERVICES
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AMENDMENT NO.: 3
Alternate Contract Source No.: 43230000-NASPO-16-ACS
Alternate Contract Source Name: Cloud Solutions

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida: **Department of Management Services**	**Contractor:** **SHI International Corp.**
By: _____ **Name: Rosalyn Ingram** **Title: Director of State Purchasing** **Date:**	**By:** _____ **Name:** **Title:** **Date:**

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

AMENDMENT NO.: 3
Alternate Contract Source No.: 43230000-NASPO-16-ACS
Alternate Contract Source Name: Cloud Solutions

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: _____
Name: **Rosalyn Ingram**
Title: **Director of State Purchasing**
Date: Orig Nbr
Deputy Dir of
State Purchasing
Delegated.
1/31/2020

Contractor:
SHI International Corp.

By: _____
Name: Cassie Skelton
Title: Contracts Manager
Date: 01/31/2020

Attachment C – Cost Schedule

Cloud Solutions By Category. Specify ***Discount Percent %*** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service	**Discount %** 1
Infrastructure as a Service	**Discount %** 1
Platform as a Services	**Discount %** 1
Value Added Services	**Discount %** 1

Additional Value Added Services:

Maintenance Services	**Onsite Hourly Rate $** 90-300 **Remote Hourly Rate $** 90-300
Professional Services	
• **Deployment Services**	**Onsite Hourly Rate $** 90-300 **Remote Hourly Rate $** 90-300
• **Consulting/Advisory Services**	**Onsite Hourly Rate $** 90-300 **Remote Hourly Rate $** 90-300
• **Architectural Design Services**	**Onsite Hourly Rate $** 90-300 **Remote Hourly Rate $** 90-300
• **Statement of Work Services**	**Onsite Hourly Rate $** 90-300 **Remote Hourly Rate $** 90-300
Partner Services	**Onsite Hourly Rate $** 90-300 **Remote Hourly Rate $** 90-300
Training Deployment Services	**Onsite Hourly Rate $** 90-300 **Online Hourly Rate $** 90-300

Please see the next page for additional information regarding SHI's proposed pricing to NASPO ValuePoint.

SaaS/IaaS/PaaS are all rapidly emerging technologies. As such, pricing products offered and pricing structure for those products can change rapidly. Currently SHI discounts for OEM's that provide this technology range greatly. In addition, in most cases these solutions are customized on a case by case basis and depend greatly on the current infrastructure, the workloads being considered for migration and the amount of expected growth. SHI is always trying to stay competitive and we will continually work to provide NASPO Participating Entities the highest discounts we are able to provide.

On the attached spreadsheet we provide an example of pricing for Microsoft O365 and Azure as well as Amazon Web Services. SHI can agree to a minimum discount of list minus 1% on all of the delivery models but in many cases may often be able to give more extensive discounts.

As it relates to Additional Value Added Services the same is true. The cloud environment is evolving and as it does the type and scope of service engagements and offerings change as well. The categories listed on the Cost Schedule can vary widely depending on the specific engagement as many of the solutions that will be procured through this contract will be usage based, meaning, NASPO Entities will be billed only for what they use in a specific month or quarter. Each partner has a different strategy for usage based billing. The Participating Entities dedicated SHI account teams will work with them to review and understand the various billing strategies associated with the solutions.

SHI has provided a range of hourly fees based on typical engagements that we deliver today. As service models develop we will work with NASPO to create a pricing structure that benefits the NASPO Participating entities

Please see below for standard levels of service provider and actual hourly rates SHI would charge today.

Service	NASPO Price/Hour
Associate Consultant	$110
Consultant	$162
Solution Architect	$225
Sr. Solution Architect	$285
Program Engagement Manager	$93
Project Leader	$98
Project Manager	$135
Sr. Project Manager	$199

SHI would welcome the opportunity to discuss our price offering for NASPO in more detail. We are also open to other pricing models, should NASPO determine that another pricing model would best meet the need of your Participating Entities.

State of Florida Pricing							COJ Pricing		
Part Number	Item Name	Purchase Period	Purchase Unit	Estimated Retail Price	Florida Cost	Discount	Part Number2	Purchase Unit	COJ Cost/Discount
MQM-00001	AzureActiveDrctryPremP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	Non-Specific	12 Month(s)	$ 68.40	$ 55.75	18.50%	MQM-00001	12 Months	$ 55.75
J5U-00004	Azure prepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	Non-Specific	Monthly Usage		$ -	18.50%	J5U-00004	Monthly Usage	18.50%

Exhibit A
NASPO Cloud Solutions
State of Florida Contract #: 43230000-NASPO-16-ACS
Product Descriptions and Pricing Schedule

Product Description	Part Number	Qty	License Cost	Extended Total
Azure Active Directory License - Microsoft's cloud-based identity and access management service, which helps your employees sign in and access resources in: External resources, such as Microsoft 365, the Azure portal, and thousands of other SaaS applications. Internal resources, such as apps on your corporate network and intranet, along with any cloud apps developed by your own organization.	MQM-00001	575	$55.75	$32,056.25
Azure Cloud Services Commitment Provision - Microsoft's cloud storage solution for modern data storage scenarios. Core storage services offer a massively scalable object store for data objects, disk storage for Azure virtual machines (VMs), a file system service for the cloud, a messaging store for reliable messaging, and a NoSQL store. These services will be billed based on monthly usage.	J5U-00004	1	$72,421.00	$72,421.00
			Grand Total	$104,477.25

SUBJECT: Piggyback State of Florida Alternate Contract #43230000-NASPO-16-ACS NASPO ValuePoint Cloud Solutions

BID #: PSC-0403-21 **OPEN DATE: 03/10/2016**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – PERIOD OF SERVICE FROM SEPT. 28, 2017 THROUGH SEPTEMBER 15, 2026

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: Piggyback State of Florida Alternate Contract #43230000-NASPO-16-ACS NASPO ValuePoint Cloud Solutions

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to Piggyback State of Florida Alternate Contract #43230000-NASPO-16-ACS NASPO ValuePoint Cloud Solutions, with SHI International Corp., to purchase Microsoft Azure Cloud Services for Citywide use. The initial term of the agreement will commence on July 1, 2021, and continue for one (1) year, with two (2) one (1) year renewal options. The initial term total expenditure not-to-exceed $104,477.25.

FUNDING SOURCES: 53101.113002.531180.000000.00000698
53101.113002.546620.000000.00000698
53101.113001.531180,
To be executed by formal contract through Office of General Counsel and process via purchase order(s)

ATTACHMENTS: Recommendation Memo; Risk Approval; State Contract; Vendor Quote

ANALYST: _____ RUBEN OLA **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 0 DATE: 6/10/2021

Teresa R. Eilers _____ OTHER: _____
Mildred Reed _____
_____ _____

ACTION OF AWARDING AUTHORITY DATE 6/11/21

APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

#71087-21

AGREEMENT
UTILIZING STATE OF FLORIDA CONTRACT
FOR MICROSOFT AZURE CLOUD SERVICES
WITH SHI INTERNATIONAL CORP.

THIS AGREEMENT, entered into as of the 1st day of July, 2021 (the "***Effective Date***"), by and between the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("***City***"), and SHI International Corp., a New Jersey corporation authorized to transact business in the State of Florida ("***Company***"), for the purchase of Microsoft Azure Cloud Services described in Exhibit A to this Agreement (the "***Services***").

WHEREAS, the State of Florida is a party to a contract with Company (State of Florida Contract #43230000-NASPO-16-ACS) (the "***State Contract***) for the purchase of Microsoft Azure Cloud services; and

WHEREAS, the State Contract (i) is in full force and effect, (ii) was competitively procured and awarded according to Florida law, and (iii) is broad enough to include the Services to be purchased by the City under this Agreement; and

WHEREAS, the City's Procurement Code allows City to use the State Contract and the City's General Government Awards Committee and Mayor approved the use of the State Contract on June 11, 2021, (PSC-0403-21); and

WHEREAS, it is the parties' best interest to use the State Contract for the Services and to add those provisions City is required to use by City's Ordinance Code (the "***Ordinance Code***") or policy.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein, and for other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and are incorporated herein.

2. **Engagement of Company**. City hereby engages Company and Company hereby accepts said engagement for the purpose of reselling to City the services listed on the Company's Pricing Proposal attached to this Agreement as Exhibit A. Company shall resell the Services in accordance with the provisions of this Agreement and the State Contract which is incorporated herein by reference. Any conflict between the provisions of this Agreement and those in the State Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

3. **Coordination with CITY**. City shall designate a Project Coordinator who will coordinate with Company on behalf of City and administer this Agreement according to the terms and conditions contained herein. It shall be the responsibility of Company to coordinate all activities related to the Services with the designated Project Coordinator.

4. **Payments for Services**. City will compensate Company for the Services in accordance with the Company's Pricing Proposal attached to this Agreement as Exhibit A and purchase orders issued and used by the City of Jacksonville Procurement Division; provided, however, invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by the City's Project Coordinator

5. **Term of Agreement**. This Agreement shall begin on July 1, 2021 and continue and remain in full force and effect until June 30, 2022. This Agreement may be renewed for two (2) additional (1) year periods in the sole discretion of the City.

6. **Pricing Available to Other Entities.** During term of this Agreement, the Services provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price during the period of time provided herein.

7. **Maximum Indebtedness.** The maximum indebtedness of City under this Agreement shall not exceed the sum of ONE HUNDRED FOUR THOUSAND FOUR HUNDRED SEVENTY-SEVEN AND 25/100 DOLLARS ($104,477.25).

8. **Notices**. Notice to City under this Agreement shall be deemed delivered if sent by certified mail, return receipt requested, or by other delivery with receipt to:

Tom Ossi
Contracts and Records Manager
City of Jacksonville
Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
(904) 255-8080
tossi@coj.net

9. **Laws, Ordinance, Rules and Regulations**. As required by Section 126.108(b), Ordinance Code: In any sale or performance hereunder, Company must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law), as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, Company must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

10. **Conflict of Interest**. The parties will follow the provisions of Section 126.110, Ordinance Code with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City, to the extent the parties are aware of the same.

11. **Subcontractors.** Subcontractors may perform services under this Agreement upon written approval by City. In such an event, Company shall remain responsible for the services delivered by the approved subcontractors. No subcontract for performance of the Services shall in any way relieve Company of any such responsibility. Payment for Services will be made by City directly to Company, and all payments to subcontractors shall be made promptly by Company.

12. **Non-Discrimination.** Company represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.

13. **Indemnification and Insurance.** The Company agrees to the City's Indemnification and Insurance provisions attached to this Agreement and Exhibit B and Exhibit C.

14. **Counterparts**. The parties agree that for the execution of this agreement, time is of the essence. Therefore, this Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
James R. McCain
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Form Approved:

By: _____
Office of General Counsel

WITNESS:

_____

Print Name: Cassie Skelton

SHI INTERNATIONAL CORP.

By: Elisabeth Arnold

Print Name: Elisabeth Arnold

Title: Lead Contracts Specialist

GC-#1439628-v1-ITD_-_SHI_International_Corp_-_Microsoft_Azure_Cloud_Services.docx

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount.....$104,477.25

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract # 71087-21

EXHIBIT A
PRICING PROPOSAL
(follows immediately)