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Enactment Date	2-14-18 1			
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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Curtiss Sarikey, Chief of Staff

Susan Beltz, Chief Technology Officer 53

Board Meeting

Date

February 14, 2018

Subject Approval of Services Agreement between Oakland Unified School District

and SHI, Inc.

Action Requested Approval of Services Agreement between Oakland Unified School District

and SHI, Inc. beginning February 15, 2018 through February 14, 2019 in

the amount of \$22,880.00.

Background The Technology Services department has successfully used SHI to

purchase Microsoft Premier Support services for 2016-17 and is using this

firm going forward for the same services as previously provided.

Discussion The Technology Services department is responsible for recommending,

purchasing, implementing and maintaining technology software and hardware across the Oakland Unified School District (OUSD) in an efficient and cost-effective manner. Many of our core technologies, including server and desktop operating systems, networking tools,



database engines, software development environments, etc. are provided by Microsoft. These technologies are highly complex, and while the Technology team possesses considerable expertise, advanced support is sometimes required to resolve issues and perform critical upgrades.

The Agreement provides access to Microsoft experts who can provide the advanced support needed to implement and maintain these technologies. The 40 Problem Resolution Support hours will be used to troubleshoot and resolve specific issues and questions, with response times in as little as one hour in the event of an issue with critical business impact. The 10 Support Assistance hours will be used for consultative guidance for design, development and deployment needs. The Agreement also includes access to the online Microsoft Knowledge Base of technical articles and troubleshooting tools and guides, critical problem and security alerts, product news briefs containing key updates about Microsoft products, and access to regularly-scheduled webcast discussions led by Microsoft program managers, developers and other professionals covering key areas of Microsoft technology. Approval of this Agreement will enable OUSD to continue using this service to help ensure continued success with our mission-critical Microsoft technologies.

Recommendation

Approval of Services Agreement between Oakland Unified School District and SHI, Inc. beginning February 15, 2018 through February 14, 2019 in the amount of \$22,880.00.

Fiscal Impact

\$22,880 from Funding Resource 9999994701: General Purpose (GP) Software Licensing, #R0183004

Attachments

Microsoft Premier Support Services Agreement between Oakland Unified School District and SHI, Inc.
Contract Justification Form
SHI/Microsoft Premier Quote



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Consent Agenda Contract.

Legislative File ID No. 17-2225					
Department: Technology Services					
Vendor Name: SHI					
Contract Term: Start Date: February 15, 2018 End Date: February 14, 2019					
Annual Cost: \$ \$22,880					
Approved by: Susan Beltz					
Is Vendor a local Oakland business? Yes No					
Why was this Vendor selected?					
SHI was used in 2016-17 to purchase Microsoft Premier Support services. Many OUSD core technologies, including server and desktop operating systems, networking tools, database engines, software development environments, etc. are provided by Microsoft. These technologies are highly complex, and while the Technology team possesses considerable expertise, advanced support is sometimes required to resolve issues and perform critical upgrades.					
Summarize the services this Vendor will be providing.					
The Agreement provides access to Microsoft experts who can provide the advanced support needed to implement and maintain our Microsoft technologies. The 40 Problem Resolution Support hours will be used to troubleshoot and resolve specific issues and questions, with response times in as little as one hour in the event of an issue with critical business impact. The 10 Support Assistance hours will be used for consultative guidance for design, development and deployment needs. The Agreement also includes access to the online Microsoft Knowledge Base of technical articles and troubleshooting tools and guides, critical problem and security alerts, product news briefs containing key updates about Microsoft products, and access to regularly-scheduled webcast discussions led by Microsoft program managers, developers and other professionals covering key areas of Microsoft technology.					
Was this contract competitively bid? Yes No					
If No, answer the following:					
1) How did you determine the price is competitive?					
Access to experts employed directly by Microsoft is sometimes needed to resolve advanced technical issues in a timely manner. The pricing provided by SHI is comparable to that provided by Microsoft directly. The number of support hours in conjunction with access to considerable Microsoft online knowledge base materials and webcasts is competitive when compared to other avenues for obtaining similar documentation and advanced support assistance.					

2)	Pleas	se check the competitive bid exception relied upon:			
	\Box	Educational Materials			
	Special Services contracts for financial, economic, accounting, legal of administrative services				
		CUPCCAA exception (Uniform Public Construction Cost Accounting Act)			
	Professional Service Agreements of less than \$87,800 (increases a sma amount on January 1 of each year)				
		Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)			
	Ц	Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)			
		Emergency contracts [requires Board resolution declaring an emergency]			
		Technology contracts			
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected			
		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process			
		Western States Contracting Alliance Contracts (WSCA)			
		California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]			
		Piggyback" Contracts with other governmental entities			
		Perishable Food			
	V	Sole Source			
		Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price			
		Other, please provide specific exception			

This service agreement, made this 15th day of February, 2018 (the "Effective Date"), (the "Agreement") by and between SHI International Corp., having an office and place of business at 290 Davidson Avenue, Somerset, NJ 08873 (""We," "Us," or "Our""), and **Oakland Unified School District** having an office and place of business at 1000 Broadway, Suite 680, Oakland, CA 94607 (""You", "Your" or "Customer"") (hereinafter collectively referred to as "the Parties", or individually as a "Party").

WHEREAS, We, through our subcontractor Microsoft Services, are in the business of, and have expertise in, providing certain third party IT services (collectively, "Services" or "Premier Support"), as hereinafter described; and

WHEREAS, You wish to obtain through Us and We wish to provide to You such Services; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

- **1. OVERVIEW.** This Agreement describes the various types of services that may be obtained (the "Services"). In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:
- Support Account Management
- Workshops
- Problem Resolution Support
- · Support Assistance
- · Information Services
- 2. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth below.
 - 2.1 Support Account Management. Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource will engage with You in the following activities which will be deducted from the pre-paid hours listed in the "Premier Support Fees" section below:
 - a. <u>Planning and Resource Facilitation.</u> At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
 - <u>b.</u> <u>Status Meetings and Reporting.</u> A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required.

- c. <u>Escalation Management.</u> Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.
- **2.2 Workshops -** Workshops are designed to reduce the number and minimize the impact of problems related to Microsoft products You experience. Workshops may be purchased as an add-on service and can include the following:
 - <u>a.</u> <u>Workshops.</u> Microsoft can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. Your Services Resource can provide You with a current list of available Workshops.
- **2.3 Problem Resolution Support.** Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a).
- a. <u>Problem Request (Break-Fix)</u>. An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, Microsoft may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Microsoft's express written consent.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth below or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Microsoft and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1st call response in 1 hour or less Our Resources at Your site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Our Senior Executives	Notification of Your Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority
A Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within 1hour	1st call response in 1 hour or less Our Resources at Your site as required. Continuous effort on a 24x7 basis Notification of Our Senior Managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority Management notification
B Submission via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours¹	1st call response in 2 hours or less Effort during Business Hours¹ only	Allocation of appropriate resources to sustain Business Hours¹ continuous effort Access and response from change control authority within 4 Business Hours¹
C Submission via phone or web	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours¹	1 st call response in 4 hours or less Effort during Business Hours ¹ only	Accurate contact information on case owner Responsive within 24 hours.

¹ Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.

You may be required to perform problem determination and resolution activities as requested by Microsoft. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- <u>b.</u> Rapid Onsite Support Services. You can request on-site support as an additional billable service. Microsoft's ability to provide onsite support is subject to their resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.
- **2.4 Support Assistance**. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

² Microsoft may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

³ Additional fees apply.

- **2.5 Information Services**. Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:
- a. <u>Premier online website.</u> The Premier online website provides access to the following information resources at no additional charge:
 - Regularly updated product news flashes documenting key support and operational information about Microsoft products.
 - Critical problem alerts notifying You of potentially high-impact problems.
 - Web response tool for submitting and checking the status of support incidents.
 - Microsoft Knowledge Base of technical articles and troubleshooting tools and guides.
- b. <u>Support Webcasts</u>. Support webcasts are regularly scheduled webcast discussions led by Microsoft's program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge
- **2.6 Additional Services.** You may request changes or additions to this Agreement at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Agreement. Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Amendment referencing this Agreement.
- 2.7 Premier Core Services And Fees. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Agreement and the fee payable. The Premier Core fees and any applicable taxes are due upon acceptance of this Agreement and payable within 30 days in accordance with the Prompt Payment Act. Prior to initiating service, Microsoft must be in receipt of a purchase order, check, credit card or other acceptable form of payment for the total amount of fees for the Agreement defined in the table below.

Please indicate, via the check box. Services purchased and calculate the total.

Line	Check	Core	Qty	Price	Total	
	Box					
1	Ø	Support Account Management 10 Support Assistance Hours			\$22,880.00	
		40 Problem Resolution Support Hours				
		Additional Services (line 1 must be selected before adding 2)			\$0	
2		10-pack Problem Resolution Hours	0	\$2,847.60	0	
3		Total			\$22,880.00	
LCL .00		Total of line 3 above			\$22,880.00	
1		No. W				
		Total Due to SHI			\$22,880.00	

2.8 Customer Named Contact

CSM Name: Susan Beltz

Address: Oakland Unified School District
1000 Broadway, Suite 440

Oakland CA 94607

Phone: 510-879-8873

Email: Susan, beltz @ousd.org

Fax: N/A

- **3. PREREQUISITES AND ASSUMPTIONS.** Microsoft's delivery of Services under this Agreement is based upon the following Prerequisites and Assumptions:
 - a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Agreement (see section 3(k) below). Where additional onsite visits are mutually agreed, and not pre-paid and defined below, You will be billed for reasonable travel and living expenses in arrears. Alternatively, You agree that any travel related expenses incurred by Microsoft may be decremented from the Support Assistance hours if You so choose. You certify that You possess the authority for this approval and such conversion is in compliance with any applicable government procurement and audit rules or regulations.
 - b. All Services will be provided in the English language unless otherwise agreed to by You and Microsoft in writing or in an Exhibit to this Agreement.
 - c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Agreement or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Agreement.
 - d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
 - e. ALL SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THIS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THE APPLICABLE SCHEDULE(S).
 - f. Support Assistance is dependent upon the availability of resources.
 - g. Microsoft can access Your system via remote dial-in to analyze problems at Your request. Microsoft's personnel will access only those systems authorized by You. Microsoft may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to them promptly upon request. In order to utilize remote dial-in assistance, You must provide Microsoft with the appropriate access and necessary equipment.
 - You must have access to the Internet in order to take advantage of Internet-based services.

- i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- j. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.
- k. Resource Site Visits (number of trips to Your location) are mutually agreed upon at acceptance of this Agreement and the total fixed price amount for these visits are included below.
- **4. YOUR RESPONSIBILITIES.** This section sets forth Your performance obligations under this Agreement. Microsoft's performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.
 - a. You can designate named contacts as set forth below, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
 - One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
 - One type will receive a shared account ID that provides access to the Premier online website for information content only.
 - You agree to work with Microsoft to plan for the utilization of Services based upon the service level You purchased.
 - c. You agree to provide an internal escalation process to facilitate communication between Your management and Microsoft as appropriate.
 - d. You agree to respond to customer satisfaction surveys Microsoft may provide to You from time-to-time regarding the Services.
 - e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Microsoft's Services Resources that are required to be on-site.
 - You are responsible for any travel and expenses incurred by Your employees or contractors.
- **5. ADDITIONAL TERMS AND CONDITIONS.** Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Agreement, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Agreement.
 - a. Pre-existing Work. All rights in any computer code or materials developed or otherwise obtained by or for Microsoft or their affiliates, or You or Your affiliates independently of

this Agreement ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Agreement, each Party grants to the other Party (and Microsoft's contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. Microsoft grants You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) their Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Microsoft's Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Agreement and the perpetual license applies solely to Microsoft's Pre-existing Work that is left to You at the conclusion of their performance of the Services.

- b. Materials. All rights in any materials developed by Microsoft (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Microsoft except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, Microsoft grants You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
- c. Sample Code. Microsoft grants You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by them for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Microsoft's name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.
- d. Open Source License Restrictions. Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "open source license terms"), the license rights that each Party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms.

Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by open source license terms.

e. Reservation of Rights. All rights not expressly granted in this Section 5 are reserved.

6. GENERAL TERM

a) Venue: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

- b) Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. SHI agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
- c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: OUSD and SHI certify to the best of their knowledge and belief that OUSD's, SHI's, and their respective principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or contractor according to Federal Acquisition Regulation Subpart 9.4, and by signing this Service Agreement, verify that this vendor does not appear on the Excluded Parties List. https://www.sam.gov.
- d) Integration of Agreement: All understandings, agreements, covenants, and representations, express or implied, oral or written, between the Parties are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject of this Service Agreement. This is an integrated Service Agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by OUSD and SHI.
- e) Contract Contingent on Governing Board Approval: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

7. TERM

This Agreement will be effective on 02/15/2018 and end 02/14/2019 (the "Expiration Date").

Authorization

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Oakland Unified School District	SHI International Corp.
Aime &	ву:
Authorized Signature Aimee Eng	Authorized Signature
President, Board of Education	Cassie Skelton
Name	Name
MIN 11 7 - 20	Contracts Manager
Title Land	Title
Kyla Johnson-Trammell	01/19/2018
Date Secretary, Board of Education	Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE
By:
Michael L. Smith, Attorney at Law

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File ID Number: 17-2225
Introduction Date: 2-14-18
Enactment Number: 18-0196
Enactment Date: 2-14-1841
Bv:



Pricing Proposal

Quotation #: 13629899 Created On: 6/13/2017 Valid Until: 6/30/2017

Oakland Unified School District

Inside Account Manager

Colleen Calvano

1000 Broadway 1000 Broadway Oakland, CA 94607 United States

Phone: 510-838-1525

Fax:

Email: colleen.calvano@ousd.org

Greg Malandruccolo

290 Davidson Ave Somerset, NJ 08873 Phone: 732-564-8141 Fax: 800-814-7567

Email: Greg_Malandruccolo@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Support Account Management Microsoft - Part#: NPN-MICRO-Premi Coverage Term: 7/1/2017 – 6/30/2018 Note: 10 Support Assistance Hours, 40 Problem Resolution Support Hours	1	\$22,880.00	\$22,880.00
			Total	\$22,880.00

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