



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

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# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Vernon Hal, Senior Business Officer *VEH*  
Susan Beltz, Chief Technology Officer *SB*

**Board Meeting Date** October 25, 2017

**Subject** Approval of Customer Resale Master Services Agreement and Pricing Proposal between Oakland Unified School District and SHI, Inc.

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**Action Requested** Approval of Customer Resale Master Services Agreement and Pricing Proposal between Oakland Unified School District and SHI, Inc. beginning October 23, 2017 through October 31, 2020 in the amount of \$178,613.50 per year, for a total cost of \$535,840.50 over three years.

**Background** The Technology Services department has successfully used SHI to purchase District-wide Microsoft Licensing 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

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including server and desktop operating systems, office productivity tools such as Word and Excel, networking tools, database engines, software development environments, etc. are provided by Microsoft.

This item renews OUSD District-wide licensing for current Microsoft operating systems and Microsoft Office productivity tools (Word, Excel, PowerPoint, etc.) as well as Enterprise CALs, System Center Configuration Manager (SCCM), which provides centralized software deployment and management of District PCs, for three years at a cost of \$178,613.50 per year.

The California Education Technology Professionals Association (CETPA) seeks to provide California school districts with optimal pricing, and as such partnered to form the CETPA and Microsoft Strategic Alliance (CAMSA) supported by SHI. CAMSA is an agreement between CETPA, Microsoft and SHI to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's Enrollment for Education Solutions (EES) program. Note that CAMSA conducted a public bidding process in compliance with public organization competitive bidding rules.

#### **Recommendation**

Approval of Customer Resale Master Services Agreement and Pricing Proposal between Oakland Unified School District and SHI, Inc. beginning October 23, 2017 through October 31, 2020 in the amount of \$178,613.50 per year, for a total cost of \$535,840.50 over three years.

#### **Fiscal Impact**

\$178,613.50 annually from Funding Resource 9999994701: General Purpose (GP) Software Licensing for 2017-18, 2018-19 and 2019-20.

#### **Attachments**

- Customer Reseller Master Services Agreement between Oakland Unified School District and SHI, Inc.
- SHI Pricing Proposal
- Simi Valley Piggyback Contract



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

**Legislative File ID No.** 17-2176

**Department:** Technology Services

**Vendor Name:** SHI

**Contract Term:** Start Date: October 23, 2017 End Date: October 31, 2020

**Annual Cost:** \$ 178,613.50

**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 licenses. Many OUSD core technologies, including server and desktop operating systems, networking tools, database engines, software development environments, etc. are provided by Microsoft.

The California Education Technology Professionals Association (CETPA) seeks to provide California school districts with optimal pricing, and as such partnered to form the CETPA and and Microsoft Strategic Alliance (CAMSA) supported by SHI. CAMSA is an agreement between CETPA, Microsoft and SHI to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's Enrollment for Education Solutions (EES) program. Note that CAMSA conducted a public bidding process in compliance with public organization competitive bidding rules.

**Summarize the services this Vendor will be providing.**

This item renews OUSD District-wide licensing for current Microsoft operating systems and Microsoft Office productivity tools (Word, Excel, PowerPoint, etc.) as well as Enterprise CALs and System Center Configuration Manager (SCCM), which provides centralized software deployment and management of District PCs, for three years at a cost of \$178,613.50 per year.

**Was this contract competitively bid?** Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small 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)
- ☐ **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**
- ☐ **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**

Customer Resale MSA  
between  
SHI International Corp.  
and  
Oakland Unified School District



Customer Resale MSA  
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## Customer – SHI Resale MSA

This agreement, made this 25th day of October 2017 (the "Effective Date"), together with the Exhibits attached hereto and incorporated herein which may be added hereto from time to time by mutual agreement of the Parties, (collectively, the "Agreement") by and between SHI International Corp., having an office and place of business at 290 Davidson Avenue, Somerset, NJ 08873 ("Reseller"), and Oakland Unified School District, having an office and place of business at 1000 Broadway, Suite 440, Oakland, CA 94607 ("Customer") (hereinafter collectively referred to as "the Parties", or individually as a "Party").

WHEREAS, Reseller is in the business of, and has expertise in, providing Products and Services as hereinafter described; and

WHEREAS, Customer wishes to obtain through Reseller and Reseller wishes to provide to Customer such Products and Services.

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

### Article 1 - Definition of Terms

The following terms, wherever used in any documents which form part of this Agreement, shall have the meanings indicated below unless the context otherwise requires. Additional definitions may be contained elsewhere in this Agreement.

- A. "Affiliate" means any entity which controls, is Controlled by or is under common control with one of the Parties to this Agreement. "Control" or "Controlled" means beneficial ownership (direct or indirect) of the subject entity.
- B. "Commercially Reasonable" means taking all such steps and performing in such a manner as a well-managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.
- C. "Deliverables" means those reports, documentation, and schedules to be developed and provided by Reseller to Customer in regard to the Services provided by Reseller hereunder.
- D. "Products" means collectively third party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Reseller, as the case may be.
- E. "Services" means the resale services provided by Reseller under this Agreement; i.e. sourcing and fulfilling the Product and/or providing Deliverables identified in an Order.
- F. "Site" means the facility or office or other location, as designated in this Agreement or the Order, for which the Product and/or Deliverable is to be delivered.
- G. "OEM" means the original equipment manufacturer, or in the case of software, the software publisher/licensor.
- H. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or Deliverables pursuant to this Agreement. Order shall also include a phone order placed by Customer employee to Reseller utilizing Customer's corporate procurement card or Customer's written or electronic form of purchase requisition.

### Article 2 - Rules of Interpretation

- A. The term "including" means "including, but not limited to" and shall be interpreted as broadly as possible.
- B. All references to "days" shall be calendar days, not business days, unless otherwise explicitly stated.
- C. The captions and titles to articles and paragraphs of this Agreement are only provided for convenience and have no effect on the nature, extent, construction and meaning of this Agreement.
- D. In the event of any inconsistency between the provisions of the following documents, the inconsistency shall be resolved by giving precedence in the following order:
  - 1. The Order;
  - 2. Documents incorporated into the Order in the order in which they are listed
  - 3. Amendments to this Agreement, if any;
  - 4. This Agreement; and
  - 5. Documents incorporated into this Agreement in the order in which they are listed.

unless such inconsistency relates to modification to the Indemnification, Rights in Deliverables, Representations and Warranties, or Limitations of Liability Articles herein, in which case such modification must specifically state that it is amending this Agreement as so stated. This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, which are null and void with respect to this Agreement.

## Customer – SHI Resale MSA

- E. If copies of documents are referenced or incorporated in this Agreement, they shall be read as originals. Attachments, schedules, appendices and addenda shall be considered part of the documents in which they are referenced. Documents that are referenced shall have the same force and effect as if contained in their entirety.
- F. Notwithstanding the general rules of construction, both Customer and Reseller acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

### Article 3 - Attachments

The following documents are attached and are hereby incorporated into this Agreement by reference:

- A. Attachment One – SHI Pricing Proposal dated July 19, 2017 (Quotation # 13816006)

### Article 4 - Term of Agreement

This Agreement shall be effective on the Effective Date and continue in effect for three years thereafter, unless otherwise mutually extended by the Parties, or if terminated in accordance with this Agreement.

### Article 5 - Scope of Agreement, Order

- A. This Agreement is not a commitment on the part of Customer to purchase Product from Reseller. Product will be purchased on an "as ordered" basis through the execution of one or more Orders, directing Reseller to deliver the Product, if any, for the benefit of Customer.
- B. The Product and any Deliverables to be provided shall be determined in such Order, including all attachments thereto. Each Order that refers to this Agreement shall be deemed a separate agreement that incorporates the terms and conditions of this Agreement by reference.
- C. Any Order issued hereunder shall, at a minimum, contain the following:
  - 1. The incorporation by reference of this Agreement;
  - 2. The location where Product will be delivered;
  - 3. A detailed description of the Product, including, but not limited to, SKU, Manufacturer's part number, and any applicable designation and/or specifications which will avoid confusion regarding the Product to be delivered;
  - 4. A detailed description of Deliverable(s) to be provided by Reseller;
  - 5. Price, including any applicable fees, and payment terms;
  - 6. The scheduled delivery date;
  - 7. Reseller shall not be required to deliver any Product and/or Deliverable unless and until an Order has been provided to Reseller.
- D. If notice of rejection of an Order is not received by Customer within two business days from the date of its receipt by Reseller, then such Order shall be deemed to have been accepted by Reseller.
- E. Third party IT services resold under an Order are provided by third parties, and Customer acknowledges that Reseller shall have no liability to Customer for such third party IT services beyond the processing of invoices and payment therefor.

### Article 6 - Rights in Deliverables

- A. Unless otherwise specifically agreed to in an Order, any and all Deliverables created, developed, or prepared by Reseller, its employees or Subcontractors shall be deemed a "work for hire" for the sole benefit of and belonging exclusively to Customer. All other intellectual property rights and other proprietary rights in and to the Services, and information, know-how and processes developed by Reseller, or anyone acting on Reseller's behalf, arising from the Services performed hereunder shall be the sole and exclusive property of Reseller and shall not be claimed to be owned by Customer or their employees.
- B. To the extent any Deliverable is not deemed a "work for hire" by operation of law, Reseller hereby irrevocably assigns, transfers and conveys to Customer all of its right, title and interest in all Deliverables under the Order, including, but not limited to, all rights of patent, copyright, trade secret or other proprietary rights in such Deliverable.
- C. Reseller shall provide to Customer all Commercially Reasonable assistance, execute such documents, and take all such other actions, which may be reasonably required to perfect the foregoing rights to the Deliverable (including, but not limited to, directing its employees to execute all applications for patents and/or copyrights, assignments, and other papers necessary to secure and enforce Customer's rights to such Deliverable).



## Customer – SHI Resale MSA

- D. Notwithstanding the foregoing, Reseller shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Reseller, and (3) any tools or scripting applications used, developed or created by Reseller or its third party licensors during the performance of this Agreement.

### Article 7 - Invoicing, Terms of Payment, Price and Tax

- A. All invoices shall be submitted to the remit-to address specified in an Order, submitted as specified in this Agreement, and shall reference the Order number.
- B. Subject to reconciliation with the terms of this Agreement and the Order, including verification that the Product was delivered, the invoice shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net thirty days after receipt of a valid invoice at the above referenced remit-to address.
- C. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify Reseller of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice and paid net fifteen days thereafter.
- D. Invoices shall call for payments in U.S. Dollars, and shall accurately reflect the amount(s) of the Price set forth in the Order.
- E. Price

The price specified in the Order for the Product shall consist of cost, plus mark-up percentages set forth in Attachment One hereto (the "Price"). The mark-ups represent Reseller's fee ("Fee") for performing the Services.

- F. Payments Originating in Romania, APAC or Latin American Countries
- Notwithstanding the foregoing, in cases where payments originate from Customer Affiliates located in Romania, APAC or Latin American countries, and portions of such payments will be subject to WHT (Withholding Tax), Reseller shall be permitted to incorporate the value of such withholding tax into the cost of the Product as a direct pass through to the Customer Affiliate, without markup.

#### G. Tax

1. Customer will be responsible for payment of any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Products under this Agreement. Taxability will be calculated based on the ship-to location provided on the Order.  
When Reseller is authorized to collect such taxes, they will be separately stated on Reseller's invoices and reported and paid to appropriate taxing authorities by Reseller. For destinations where Reseller is not authorized to collect such taxes, no tax will be shown on Reseller's invoice, and, if applicable, customer will be responsible for remitting such tax payments directly to the appropriate taxing authority.
2. At Customer's request, Reseller will, to a Commercially Reasonable extent, file any certificate or other document which may cause any such tax to be avoided or reduced, and cooperate with Customer in contesting any such tax or in claiming, on Customer's behalf, refunds of any such taxes paid by or on behalf of Customer.
3. All other taxes, including, but not limited to a Party's operations, such as payroll or income taxes, federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the Party that incurs the tax liability.
4. For those states that provide a sales and use tax exemption for electronically delivered software or software delivered on customer provided media, Reseller agrees that such taxes shall not be collected from Customer or remitted to the applicable state taxing authorities.

### Article 8 - Title, Risk of Loss, Returns

- A. Reseller shall transfer to Customer good and merchantable title to the Deliverables and Product, free from all liens, encumbrances and claims of others, upon delivery of the Deliverables and Product to and its receipt by Customer, at which time title and risk of loss shall vest fully in Customer, unless notice of rejection is provided to Reseller's authorized representative within 24 hours after such delivery.
- B. Returns
1. General  
Subject to Sections 2, 3, 4, 5, and 6, below,

## Customer – SHI Resale MSA

- a. For a Product to be eligible for return it must be: (1) in Resale Condition (one hundred percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the OEM), (2) within the OEM's or distributor's allowable time period for return after Customer's receipt of the Product, and (3) not designated as "non-cancellable" or "non-returnable" ("Special Order") when quoted by Reseller to Customer.
- b. If the Product is a Special Order item or not in Resale Condition, then Reseller will accept the return only if the OEM/distributor will accept the return.
- c. Shipping and any restocking fees imposed by the OEM or distributor shall be at Customer's cost.
- d. If return is due to Reseller's error, and the return request is made by Customer within thirty days of receipt of Product, then Reseller will accept the return at no additional cost to Customer.
- e. If Customer ordered the incorrect Product or has decided that it no longer wants the Product, then Reseller will accept the return from Customer, provided the OEM/distributor will accept the return.
2. Non-Conforming Product
  - a. If Customer determines, in its reasonable discretion, that any Product is not in conformance with the description in the Order (a "Non-Conforming Product"), then Customer may at its option, either:
    - 1) Request that Reseller promptly initiate an order to replace the Non-Conforming Product at no cost to Customer, in which case Reseller will order a replacement unit within one business day of notice of nonconformance from Customer and Customer shall return the Product to Reseller, all at no cost to Customer; or
    - 2) Terminate the non-conforming portion of the applicable Order, in which case Customer shall return the Product to Reseller at no cost to Customer, and Reseller, upon receipt of the Product, shall promptly refund to Customer any payments made to Reseller therefor,provided that the request for such return was made within OEM's or distributor's allowable time period for return after receipt of Product by Customer, and that the return will be made in accordance with Reseller's RMA process, described below.
3. Software License Returns

The OEM's return policy or the applicable license agreement, as the case may be, will govern returns for licensed software.
4. Damage, Defects and DOA

If the Product has concealed damage (i.e., there is no evident damage to external packaging), is defective, or dead on arrival ("DOA"), Reseller will accept the return from Customer, provided the OEM or distributor will accept the return from Reseller. In any event, the OEM's or distributor's policies, as applicable, (which may include processing as a warranty claim) will apply. Reseller will order a replacement unit within one business day of notice of damage, defect or DOA from Customer for prompt delivery to Customer, all at no cost to Customer.
5. Shipping Damage
  - a. If a package containing Product purchased from Reseller arrives at Customer Order's ship-to address with external damage, Customer should refuse to accept delivery from the carrier. If Customer does accept delivery of such a package, Customer must:
    - 1) note the damage on the carrier's delivery record so that Reseller may file a claim;
    - 2) save, as is, the Product and the original box and packaging it arrived in; and
    - 3) notify Reseller in writing within five days of delivery acceptance to arrange for carrier's inspection and pickup of the damaged merchandise.
  - b. If Customer does not comply with the above requirements, Customer will be deemed to have accepted the Product as if it had arrived undamaged, and Reseller's regular return policy, as described herein, and all OEM warranties and restrictions will apply.
6. RMA Process

In order for Reseller to accept any returns, Customer must first obtain from Reseller and apply an RMA (a Returned Merchandise Authorization) ("RMA") number to the returned Product. If a Product is shipped directly to the OEM, distributor, or Reseller without an RMA number, then Reseller shall not be responsible for accepting such return, Product replacement or refund, and such return may void any Customer claims on the Product through Reseller.

**Article 9 - Packaging, Labeling, and Shipping**

- A. Products shipped to Customer's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable Order number, recipient's name and if applicable, building and room number.
- B. Reseller will deliver all Products FOB Destination to the ship to address designated in the Order, freight pre-paid and added, ground transportation.

**Article 10 - Contractual Relationships, Relations**

- A. Customer/Reseller Relationship: It is the intent of the Parties that the relationship of Customer and Reseller be that of the "customer" and "independent contractor", respectively. As an independent contractor, Reseller shall not act as or be an agent or employee of Customer in performing the Services, and shall determine the means and methods for satisfactorily providing the Services.
- B. Customer/OEM Relationship: Reseller has no privity of contract in any license agreement between Customer and OEM.
- C. Any provision herein referring to Reseller's subcontractors or OEM shall not create privity of contract between Customer and such parties.

**Article 11 - Indemnification**

- A. Each Party (the "Indemnifying Party") shall, to the extent permitted by law, indemnify, defend and hold harmless the other Party and its respective employees, officers, directors, agents and representatives (the "Indemnified Party") from and against any and all third party liabilities, actual or alleged claims, actions, losses and damages (collectively, a "Claim") to the extent caused by or arising out of the gross negligence, willful misconduct, or violation of law of the Indemnifying Party or any agent of the Indemnifying Party in the course of its performance under this Agreement, including but not limited to personal injury, death, damage to property (tangible or intangible), infringement of intellectual property rights, and/or injury, sickness, or disease to persons (including death), infringement of civil rights or other tortious acts settlements, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation expenses. This indemnity shall apply to all Claims against the Indemnified Party made or threatened by, or in the name of or on behalf of the Indemnifying Party's employees which arise in the course of their employment. The Indemnifying Party hereby waives any defense it may otherwise have under applicable workers compensation laws.
- B. The Indemnified Party shall provide timely written notice to the Indemnifying Party of any claim, loss, suit, demand or lien under this Article which it becomes aware of; but the Indemnified Party's failure to promptly notify the Indemnifying Party will only affect Indemnifying Party's obligations hereunder to the extent that such failure prejudices Indemnifying Party's ability to defend the Claim.
- C. The Indemnifying Party shall assume exclusive control of the Claim, and the Indemnified Party shall provide reasonable assistance in the defense of the Claim at the Indemnifying Party's expense. The Indemnifying Party may: (a) use counsel of Indemnifying Party's own choosing (subject to the Indemnified Party's written consent, which shall not be unreasonably withheld) to defend against the Claim; and (b) settle the Claim as the Indemnifying Party deems appropriate, provided that the Indemnifying Party obtains the Indemnified Party's prior written consent, which shall not be unreasonably withheld, before entering into any settlement which will impact the Indemnified Party's rights under this Agreement. The Indemnified Party may also, at its own expense, assume control of the defense and settlement of the Claim at any time.
- D. If the Indemnified Party is obligated to respond to a third party subpoena or other compulsory legal order or process as a result of a Claim, the Indemnifying Party will reimburse the Indemnified Party for reasonable attorneys' fees, as well as time and materials costs incurred in responding to such third party subpoena or other compulsory legal order or process.

**Article 12 - Software License**

Software Products resold under this Agreement, as well as related maintenance or support services, will be governed by either the license/support agreement between Customer and the OEM or, if no such agreement exists, the OEM's standard license/support agreement, which Reseller shall forward to Customer at the time of delivery of the Products, when provided to Reseller by the manufacturer. Reseller is not a party to any such terms between Customer and manufacturer and Customer agrees to look solely to the OEM for satisfaction of any and all license and support claims or obligations related to that OEM's Product.

**Article 13 - Limitation of Liability**

- A. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA,

## Customer – SHI Resale MSA

LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- B. EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RESELLER UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT RESELLER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

### Article 14 - Confidential Information

- A. If a Party to this Agreement, its subcontractors and agents (the "Receiving Party") obtains access to Confidential Information (as defined below) of the other Party (the "Disclosing Party") in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees that:
1. The Disclosing Party shall retain ownership of the Confidential Information and that the Receiving Party shall not acquire any rights therein, except the right to use such Confidential Information to the extent provided in this Agreement.
  2. The Receiving Party shall use at least the same degree of care to protect the Confidential Information from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss and alteration of such Confidential Information.
  3. The Receiving Party agrees not to use the Confidential Information received from the other during the term of this Agreement, either directly or indirectly, to solicit business from any individual, company, agency or institute, or to interfere with, impair or hinder any relationship between the Disclosing Party and any of its customers, prospective customers, suppliers, strategic partners, Affiliates or investors, or in any other manner to compete against the Disclosing Party.
  4. Except as otherwise provided in this Agreement, no Confidential Information disclosed pursuant to this Agreement shall be made available by the Receiving Party to any third party for any purpose, except to an Affiliate, consultant, attorney, subcontractor, or potential subcontractor who needs to know the Confidential Information for the performance of this Agreement and provided that they agree to be bound by the terms and conditions of this Article or another written agreement sufficient to require them to treat Confidential Information in accordance with this Agreement. The Receiving Party agrees to indemnify the Disclosing Party for any violation or breach of such restrictions.
- B. "Confidential Information" shall mean: (1) information which is (a) in tangible form, clearly and conspicuously identified by the Disclosing Party or a third party as proprietary and/or confidential (by stamp, legend or otherwise) when disclosed or, (b) in intangible form, if its proprietary and/or confidential nature is first announced, and then reduced to writing ("Summary") and furnished to the Receiving Party within thirty days of the initial disclosure, in which case the Confidential Information contained in such Summary shall be subject to the restrictions herein; (2) all information about or belonging to the Disclosing Party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; (3) all trade secrets and intellectual property owned or licensed by the Disclosing Party; and (4) all personal information about individuals contained in the Disclosing Party's records (including, without limitation, names, addresses, social security numbers, and credit card and other financial information). The terms of this Agreement, along with the fact of this Agreement's existence, are the Confidential Information of both Parties.
- C. Each Party shall endeavor to keep to a minimum the amount of Confidential Information that is furnished to the other upon which restrictions are imposed.
- D. Information of the Disclosing Party shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information:
1. was previously rightfully known by the Receiving Party free of any obligation to keep it confidential; or
  2. is or becomes publicly known through no wrongful act of the Receiving Party; or

## Customer – SHI Resale MSA

3. is independently developed by the Receiving Party without reference to, use of, or access to the Confidential Information of the Disclosing Party.
- E. If Confidential Information is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, the Receiving Party shall give the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy. Except in connection with a failure in the discharge of responsibilities set forth in the preceding sentence, the Receiving Party shall not be liable in damages for any disclosure of Confidential Information pursuant to judicial decree or government regulation.
- F. The confidentiality obligations of each Party under this Agreement will survive any expiration or termination of this Agreement for a period of three years after receipt of such Confidential Information, or such time as may be required by federal or state law or regulations, whichever shall last occur. Upon the expiration of this Agreement, written request of the Disclosing Party or the Receiving Party's determination that it no longer has a need for such Confidential Information, the Receiving Party shall return all Confidential Information and copies in tangible form thereof or certify in writing that it has destroyed all Confidential Information and copies in tangible form thereof.
- G. The rights, duties and obligations of the Parties with respect to all Confidential Information disclosed before the date of this Agreement in contemplation of the execution of this Agreement shall be as set forth in this Article.
- H. Notwithstanding any other section in this Agreement, it is Parties understanding that the Customer is a public entity and, as such, this Agreement, its contents and all incorporated documents are public documents and will be made available by OUSD to the public online via the internet.

### Article 15 - Representations and Warranties

- A. Reseller hereby represents and warrants to Customer that for the term of this Agreement:
  1. Reseller shall perform the Services in a timely manner and with a high degree of professional skill and care using customarily accepted good and sound professional practices and procedures in the industry.
  2. Reseller will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product and Deliverables described in the Order(s). Reseller understands and acknowledges that Reseller is wholly responsible for ensuring compliance with all federal, state, and local laws associated with the delivery of all Services associated with this Agreement and associated Order(s).
  3. Reseller has all rights, approvals, and/or authorizations necessary to perform the Services hereunder, and provide the Product and/or Deliverables.
  4. Reseller is authorized to execute this Agreement, is qualified to perform the Services, and has good title to the materials, supplies and equipment constituting the Services, free from all liens, encumbrances and claims of others.
  5. The Services and any Deliverables will not contain any computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with Customer's use of the Services, Deliverables or its computer and telecommunications facilities.
- B. Remedy

If a defect occurs or appears in the Deliverables or Services provided hereunder, it shall be presumed that Reseller failed to meet such standards, and Reseller shall promptly and at its own expense, correct or re-perform any such Services which fail to meet such standards within a reasonable time frame acceptable to Customer at no additional cost.
- C. Warranty of Product
  1. Reseller is a value added reseller ("VAR") of Product, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding Product provided under this Agreement. Reseller shall forward the warranties to Customer which are provided to Reseller from the OEM of the Product, and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's warranties with respect to the Product. Reseller is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.
  2. Customer has made and will make its own selection of the Products to be ordered hereunder based on its own evaluation of the character of such Product and its use needs.
  3. Reseller shall forward to Customer all associated documentation provided or made available by the OEM at no additional cost, such as operator/user manuals, training materials, guides, and functional/technical specifications, whether in writing, electronic means or otherwise, (collectively "Documentation").



## Customer – SHI Resale MSA

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, RESELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

### Article 16 - Publicity, Marks

- A. During or after the term of this Agreement, the Reseller shall not release any information (other than to its subcontractors on a need to know basis for purposes of performance under this Agreement and subject to the terms of this Agreement), including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to the Customer, its Affiliates, or this Agreement, without the Customer's prior written approval and compliance with any terms and conditions related to such use which the owner of the mark provides to the other Party.
- B. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

### Article 17 - Insurance

Reseller represents that it now carries, and agrees it will continue during the term of the Order to carry, as a minimum, insurance as listed below:

Type of Coverage	Limits of Liability
1. Worker's Compensation	Statutory
2. Employers' Liability	\$1,000,000 Bodily Injury by Accident or Disease, per person
3. Commercial General Liability including:	\$1,000,000 Each Occurrence
• Damage to Rented Premises	\$1,000,000 Each Occurrence
• Medical Expenses	\$ 10,000 (any one person)
• Personal & ADV Injury	\$1,000,000
• General Aggregate	\$2,000,000
• Products/Completed Operations Aggregate	\$2,000,000
4. Automobile Liability Insurance (owned, hired, and non owned)	\$1,000,000 Combined Single Limit (each accident)
5. Excess/Umbrella Liability	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
6. Commercial Crime Policy	\$1,000,000 / \$100,000 deductible
7. Errors & Omissions	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
8. Cyber Liability	\$1,000,000 Aggregate

- B. Prior to the start of on-site Services, at each subsequent policy renewal date, and each time a change is made in any insurance policy or insurance carrier, Reseller shall furnish one (1) insurance certificate to Customer for the foregoing coverages as proof of such insurance. The certificate shall include:
1. Name of insurance carrier, policy number and expiration date;
  2. This Agreement number, or statement of blanket applicability;
  3. The coverages required, whether on the basis of claims made or per occurrence, and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of Reseller);
  4. A statement that Customer and their respective officers, directors, employees and agents are additional insureds on Commercial General Liability; and
  5. All policies required by this Agreement shall be written by insurance carriers licensed to do business in the state in which the service is performed.
- C. The coverage may not be canceled, altered or permitted to lapse or expire without thirty days' advance written notice to Customer, except in the case of cancellation for insurance premium non-payment, in which case Customer shall be notified ten days prior to such cancellation.



## Customer – SHI Resale MSA

### Article 18 - Laws, Regulations and Permits

- A. Reseller shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules or regulations including but not limited to those relating to wages, taxes, hours, environmental, fair employment practices, equal opportunity, antidiscrimination, safety, fire prevention and working conditions.
- B. Export of Products by Customer is subject to applicable US export regulations and Customer shall be solely responsible for compliance thereof.

### Article 19 - Assignment and Subcontracting

- A. Neither Party may assign, subcontract, or transfer the Agreement or any part thereof without the other Party's prior written consent, and any such assignment or transfer without such consent shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.
- B. Notwithstanding Customer's written consent to a proposed subcontract, Reseller shall remain responsible for all subcontracted Services and the payment therefor, and Reseller shall be liable to Customer for the acts and omissions of any subcontracted entity, their agents, representatives and persons directly or indirectly employed by them.
- C. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns permitted by this Agreement.

### Article 20 - Authorized Representatives and Notices

#### A. Contract Representatives, Notices

- 1. Any notice or demand required under the terms of this Agreement that must be made in writing shall be sent by facsimile, certified or registered mail, delivered by hand via a nationally recognized overnight carrier, or sent by Email with receipt confirmation addressed to the "Contract Representatives" named below. The effective date of any such notice shall be (1) upon evidence of successful facsimile or Email transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters, or (3) when delivered, if in person or by overnight carrier.
- 2. The Contract Representatives are designated as follows:

For Customer	For Reseller
Marion McWilliams General Counsel Office of the General Counsel 1000 Broadway, Suite 680 Oakland, CA 94607	Contracts Department SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873 Email: <a href="mailto:contracts@shi.com">contracts@shi.com</a>

- 3. The Contract Representatives shall have the authority to make binding and enforceable decisions on behalf of their employer, and to accept service of commercial notices and other contractual correspondence which a Party desires to give or is required to be given under this Agreement. Either Party may change its Contract Representative designee by giving the other Party prior written notice thereof

#### B. Account Representatives

- 1. Before commencing the Services, the Parties shall designate authorized Account Representatives to represent and act for them regarding the administration of the Services and all other aspects of the supply of Product and/or Deliverables. Such Account Representative shall have the authority to make binding and enforceable decisions regarding the Services to be performed.
- 2. The Account Representative is not authorized to terminate, suspend, change or waive any provision of, or amend this Agreement.
- 3. The Account Representatives are designated as follows:

For Customer	For Reseller
Susan Beltz Chief Technology Officer   Technology Services Oakland Unified School District 1000 Broadway, Suite 440 Oakland, CA 94607	Rebecca Smith

**Article 21 - Force Majeure**

- A. Neither Party to this Agreement shall be liable to the other to the extent any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, is due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting Customer, Reseller or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
- B. The Party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Reseller shall notify Customer promptly of any such delay and shall specify the effect on the Product delivery as soon as practical.
- C. Notwithstanding any of the foregoing to the contrary, neither Party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a Party's failure to comply with any of its obligations under this Agreement or by such Party's negligence or omission, there shall be no relief for such Party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty days, then the Party receiving the delayed performance may terminate this Agreement upon ten business days' notice to the other Party.

**Article 22 - Termination**

- A. Termination for Convenience
  - 1. Either Party may terminate this Agreement, without cause and for its own convenience, by giving the other Party a written "Notice of Termination for Convenience," specifying the extent to which this Agreement is terminated and the date upon which such termination becomes effective. Such notice shall provide a minimum of thirty days' notification before the termination is effective.
  - 2. After receiving such a "Notice of Termination for Convenience" and except as otherwise directed by Customer's Contract Representative, Reseller shall:
    - a. stop the Services on the date and to the extent specified in the termination notice; and
    - b. place no further purchase orders for Products, except as may be necessary for completing such portions of the Orders which have not been terminated.
  - 3. Customer's payment obligations shall be limited to the amounts owed up to the termination date.
- B. Termination for Default
  - 1. Either Party may terminate this Agreement in whole or in part by giving the defaulting Party a written "Notice of Termination for Default", specifying one or more of the following causes or circumstances:
    - a. if a Party becomes insolvent or makes a general assignment for the benefit of creditors; or
    - b. if a petition under the Bankruptcy Code is filed by or against a Party; or
    - c. if material and adverse developments affecting a Party's business come to the attention of the non defaulting Party, and it seeks but fails to receive from the Party in default reasonable assurances, in writing, as to its ability and intention to perform and complete its obligations under this Agreement; or
    - d. if a Party becomes involved in legal proceedings that in the non-defaulting Party's reasonable opinion materially interferes or will materially interfere with the defaulting Party's obligations under this Agreement; or
    - e. if the defaulting Party fails to perform any of the other material provisions of this Agreement and the Party in default does not cure such failure or substantially commence cure of such failure within ten business days (or such longer period as the non-defaulting Party may authorize in writing) after receipt of notice from the non-defaulting Party specifying such failure.
- C. An Order may be cancelled as follows:
  - 1. Customer shall have the right to cancel or postpone, in whole or in part, any Order, without penalty, provided that notice of such cancellation or postponement is received by Reseller prior to shipment of the ordered Products;
  - 2. If Customer cancels an Order following shipment of the Products but prior to delivery, Customer shall pay all freight and handling charges for shipment and return shipment of such Products to Reseller. All returns shall be made in accordance with Reseller Return Policy;
  - 3. Notwithstanding the foregoing, any such cancellations shall be subject to charges imposed by the OEM/Distributor associated with cancellation;

## Customer – SHI Resale MSA

provided the Order or some part thereof has not been designated Special Order, in which case the Order, or the part thereof which is non-cancellable or non-returnable may not be cancelled, once the Order is received by Reseller.

- D. Termination of this Agreement shall not affect the obligations of Customer or Reseller under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order.

### **Article 23 - No Waiver**

Any failure by either Party to insist upon observance or performance by the other of the provisions of this Agreement shall not be deemed a "course of dealing", waiver of any such provision, or a waiver of the right of the Parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the Parties' Contract Representative. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

### **Article 24 - Severance**

Should any term or condition of this Agreement be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and nevertheless remain valid, legal and enforceable, and the unenforceable provision will be severed from this Agreement..

### **Article 25 - Claims/Disputes/Governing Laws**

- A. This Agreement, any Order thereunder, and any claims or disputes arising out of or relating thereto shall be governed by the laws of California, without regard to: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and, (3) the Uniform Computer Information Transactions Act ("UCITA"). The Parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of California in connection with any dispute or other matter arising out of this Agreement.
- B. Any claim or dispute which either Party may have against the other, arising out of this Agreement shall be presented by the claimant in writing to the other Party not later than thirty days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.
- C. In the event of any such claim or dispute, the Parties' Contract Representatives shall use their best efforts to negotiate a settlement. Upon the failure of such negotiations, such claim or dispute shall be further negotiated between more senior officials from each of the Parties who shall have decision making authority (but not direct responsibility for the administration of this Agreement); provided however, that nothing therein contained shall prohibit either Party from terminating its participation in the dispute during any stage of the process.
- D. If any claim or dispute arising hereunder is not resolved through such negotiations within thirty days following written presentment pursuant to paragraph B., above, either Party may, upon giving the other Party at least ten days' prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction within the venue stated in paragraph A., above, in accordance with the rules of that court and laws of that jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief). Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to this Agreement or the transactions relating to its subject matter.
- E. The Parties acknowledge that the remedies available to them under this Agreement, or that would otherwise be available at law, will be inadequate in case of any default or threatened default in the performance of the Parties' respective obligations under this Article and that such obligations shall be enforceable by a decree for the specific performance or by an injunction against any actual or threatened violation thereof.
- F. Except as expressly stated in this Agreement, the Parties' rights and remedies hereunder shall be cumulative and not exclusive of each other, shall be in addition to all other rights and remedies at law or in equity, and may be pursued separately or concurrently as the aggrieved Party determines.
- G. The prevailing Party in any litigation arising out of or relating to this Agreement shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing Party, whether or not otherwise specifically awardable under any law or court rule.

**Article 26 - Notice of Changes to Documents**

The Parties represent that neither Party has made any change to any documents constituting the Agreement that have not been brought to the attention of other Party via a redlined document, e-mail correspondence nor other means reasonably calculated to put the other Party on notice of the change. Any such change shall render this Agreement terminable for breach by the other Party, at that Party's discretion, even if that Party has executed the Agreement.

**Article 27 - Survival of Obligations**

The obligations of the Parties in the following Articles herein shall survive termination, cancellation or expiration of this Agreement:

Article 6 - Rights in Deliverables  
Article 11 - Indemnification  
Article 13 - Limitation of Liability

Article 14 - Confidential Information  
Article 15 - Representations and Warranties  
Article 25 - Claims/Disputes/Governing Laws

**Article 28 - Execution/Counterparts/Electronic Transmission**

This Agreement (and any Order) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same document when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement (and any Order) by facsimile or other electronic transmission. Each Party acknowledges that the delivery hereof by facsimile or other electronic transmission will have the same force and effect as delivery of original signatures.

**Article 29 - Entire Agreement**

This Agreement, including all Orders issued by Customer and accepted by Reseller pursuant to this Agreement, shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement and any Order shall not be modified or rescinded, except by a writing signed by Reseller and Customer. The provisions of this Agreement supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of this Agreement.

**Article 30 – Board Approval Required**

As a public entity, Customer shall not be bound by the terms of this Agreement until it has been formally approved by its Governing Board, and no payment shall be owed or made to Reseller absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**Authorization**

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

**SHI International Corp.**

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

Authorized Signature

James Harris

Name

President, Board of Directors

Title

Kyle R. Johnson-Trammell

Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

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

Seth Eckstein, Attorney at Law

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

Natalie Castagno

Authorized Signature

Natalie Castagno

Name

Response Team Director

Title

October 6, 2017

Date



Pricing Proposal  
Quotation #: 13816006  
Reference #: Enrollment # 5779192  
Created On: 7/19/2017  
Valid Until: 10/13/2017

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## Oakland Unified School District

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### Susan Beltz

OUSD  
Accounts Payable  
1000 Broadway  
Oakland, CA 94607  
United States  
Phone: 5108798474  
Fax:  
Email: susan.beltz@ousd.org

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## Inside Account Manager

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### Jacob Adams

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-6420  
Fax: 800-814-7567  
Email: Jacob\_Adams@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Learning Solutions: IT Academy - Services Subscription License ( 1 year ) - 1 user - EDU - Win - All Languages Microsoft - Part#: 54R-00098 Contract Name: CAMSA Contract #: CAMSA Coverage Term: 10/23/2017 – 10/31/2018	1	\$1,332.50	\$1,332.50
2 Acad Mvl All Lang 1Yr Lic/Sa Pk Dt Education D Ent Cal Faculty-A Microsoft - Part#: 2UJ-00003 Contract Name: CAMSA Contract #: CAMSA Coverage Term: 10/23/2017 – 10/31/2018	3600	\$48.80	\$175,680.00
3 Microsoft Office 365 (Plan A3) - Product upgrade subscription license ( 12 month ) - 1 user - upgrade from Core CAL Suite/Entertainment CAL Suite + MS Office Professional Plus - EDU, additional product - Campus, School - Win, Mac - All Languages Microsoft - Part#: M7K-00018 Contract Name: CAMSA Contract #: CAMSA Coverage Term: 10/23/2017 – 10/31/2018	50	\$0.00	\$0.00
4 Off365PA2 ShrdSvr ALNG SubsVL MVL PerUsr - Faculty Microsoft - Part#: M6K-00001 Contract Name: CAMSA Contract #: CAMSA Coverage Term: 10/23/2017 – 10/31/2018	5000	\$0.00	\$0.00
5 Off365PA2 ShrdSvr ALNG SubsVL MVL PerUsr - Student Microsoft - Part#: M6K-00001 Contract Name: CAMSA Contract #: CAMSA Coverage Term: 10/23/2017 – 10/31/2018	55000	\$0.00	\$0.00



Contract Name: CAMSA  
Contract #: CAMSA  
Coverage Term: 10/23/2017 – 10/31/2018

7	Microsoft Visual Studio Enterprise with MSDN - License & software assurance - 1 user - Enterprise, EES - Win - All Languages Microsoft - Part#: MX3-00115 Contract Name: CAMSA Contract #: CAMSA Coverage Term: 10/23/2017 – 10/31/2018	5	\$320.20	\$1,601.00	
				Total	\$178,613.50

## Additional Comments

Desktop with Enterprise CAL includes:

1. Office Pro Plus/Office Mac
2. Windows Enterprise - Includes DirectAccess, BranchCache, Featured Search, BitLocker, AppLocker, VDA, Virtualization Rights
3. Enterprise CAL
  - a. Windows CAL\*\* - File and print, Active Directory
  - b. Exchange Standard CAL\*\* - Web access to mail, Messaging with conversation view, calendar sharing
  - c. Exchange Enterprise CAL\*\* - Unified Messaging, Advanced protection and compliance
  - d. SharePoint Standard CAL\*\* - Web portals and communities, Content and People Search, Content Management
  - e. SharePoint Enterprise CAL\*\* - Electronic Forms, Excel Services, Business Intelligence Tools
  - f. System Center Client Management Licenses:
    - i. System Center Configuration Manager Client Management License (SCCM) - Assess, deploy and update clients across physical, virtual, and mobile environments
    - ii. System Center Endpoint Protection - Security for Clients: PC's, Macs, Laptops
    - iii. System Center Virtual Machine Manager Client Management License – enables you to configure and manager your virtual host, networking, and storage resources in order to create and deploy virtual machines on the client
  - g. Lync Server Standard CAL\*\* - Instant Messaging, Presence
  - h. Lync Server Enterprise CAL\*\* - File transfer and chat rooms, Web conferencing, Desktop and application sharing
  - i. Windows Server Rights Management Services CAL - Information Protection
  - j. Exchange Online Protection – Layered security for inbound and outbound e-mail from spam, viruses, phishing scams, and e-mail policy violations.
  - k. Exchange Online Archiving - cloud-based, enterprise-class online archiving solution for your Exchange Server on-premises organization. eDiscovery: EOA helps organizations meet existing eDiscovery and litigation hold requirements by enabling the ability to perform discovery searches across both the on-premises primary mailbox and the cloud-based archive. Lower Storage Costs: EOA helps organizations drive down storage costs by enabling organizations the ability to move historical e-mail data to a cloud-based archive, which results in lower demand for on-premises storage capacity.
  - l. Data Loss Prevention: because of the extensive use of email for business critical communication that includes sensitive data. In order to enforce compliance requirements for such data, and manage its use in email, without hindering the productivity of workers, DLP features make managing sensitive data easier than ever before.

(\*\* denotes Server license sold separately)

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





# **SHI International Corp**

**Response to**

## **Simi Valley School District**

**REQUEST FOR PROPOSAL**

**PROJECT NO. 034-14M.1**

## **Microsoft Products – District-Wide**

**Presented by: Rebecca Smith  
Account Executive  
310-402-9905  
Rebecca\_Smith@shi.com**

**November 10, 2014 2:00 PM**



November 6, 2014

Fred Brakeman  
Infinity Communications and Consulting, Inc.  
4909 Calloway Drive, Suite 102  
Bakersfield, CA 93314

Dear Mr. Brakeman,

Thank you for your interest in SHI and for the opportunity to participate in Simi Valley School District's Request for Proposal for Microsoft Products and Licensing Support.

As one of Microsoft's largest Enterprise Direct Advisors and License Solution Providers, SHI offers a wide range of tools and services that are designed to assist you with the management of your Microsoft Licensing Agreements, your software license assets, and the deployment of those assets throughout your organization. No other Microsoft EDA/LSP has received as many awards from Microsoft in recognition of outstanding license tracking and program management. We have a team of Microsoft Licensing Specialists who are ready to assist you with understanding your agreements and optimizing the benefits associated with enrollment in Microsoft's Licensing Programs.

In addition, we have a team within SHI who focuses exclusively on the K12 market within the State of California and who has experience administering Microsoft Enrollment for Education Solutions (EES) for K12 entities under the CAMSA agreement. We have had the privilege to work with Simi Valley School District for your Microsoft licensing in the past, and I believe we are uniquely qualified to meet your needs under your new Microsoft agreement term.

I appreciate the opportunity to participate in this evaluation. If you require additional information or have any questions regarding our proposal, please contact me at 310-402-9905 or via Email at Rebecca\_Smith@shi.com. Thank you in advance for your consideration and I look forward to hearing from you.

Sincerely,

Rebecca Smith  
Account Executive



### **3. Proposal Requirements and Contents**

#### **3.1 General:**

- a) State whether you are Microsoft North American Large Account Reseller (LAR).**

#### **SHI Response:**

Yes, SHI one of Microsoft's largest North American Licensing Solution Providers (LSP), formerly known as a Large Account Reseller (LAR). Please see attached for SHI's authorized from Microsoft.

- b) Number of years as a Microsoft Large Account Reseller (LAR).**

#### **SHI Response:**

SHI has over 20 years of experience as a Microsoft reseller, with our authorization dating back to 1993. No other Microsoft LSP has received as many awards from Microsoft in recognition of outstanding license tracking and program management.



Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399

June 13, 2014

Ms. Thai Lee  
President  
SHI International, Inc.  
290 Davidson Ave  
Somerset, NJ 08833

Dear Ms. Lee:

For your records, SHI International (SHI) is one of Microsoft's largest North American Licensing Solution Providers (LSP) formerly known as Larger Account Resellers (LAR) and Enterprise Software Advisors (ESA), qualifying SHI to offer the Microsoft Select and Enterprise Agreement volume licensing programs in the United States and Canada. SHI has held LSP status since 1993. SHI also qualifies as a Microsoft Authorized Education Reseller (AER), Academic Large Account Reseller (A LAR), and Microsoft Open Value reseller, Get Genuine Windows Reseller, Service Provider License Agreement (SPLA) and Microsoft Charity Open License Reseller (US only). In addition, SHI is eligible to offer Microsoft Open License agreements and Full Packaged Products (FPP), however, resale of Open License and Full Packaged Products does not require specific authorization.

SHI is competent and experienced in all of our licensing programs. SHI may offer any of the above referenced programs to a customer that meets the program criteria and guidelines for the purchase of Microsoft software. These authorizations are granted at Microsoft's discretion and can be revoked at any time.

If you should need any further clarification on any of the aforementioned programs, please do not hesitate to contact me; 908-500-3369.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Glenn Morris', is written over the typed name.

Glenn Morris  
Partner Sales Executive  
US Partner Sales  
Microsoft Corporation





**c) Describe your relationship with Microsoft.**

**SHI Response:**

SHI is proud of our record of success and our relationships with Microsoft. In recognition of our accuracy and attention to detail, Microsoft recently awarded SHI with its tenth consecutive Operational Excellence Award in Microsoft Licensing. Microsoft once again rewarded SHI for its proficiency in following their strict guidelines around the processing of new and renewal contract paperwork, order reporting, and returns processing.

SHI currently manages more than 15,000 Microsoft Agreements worldwide. With more than 85 in-house SHI Microsoft Licensing and Product managers, we are uniquely qualified to help you with both pre- and post-sales support for your purchases and contracts.

**Microsoft Awards**

- ▶ SHI's Licensing Team has received more formal recognition from MS Licensing GP than any other MS LSP.
- ▶ 12 time winner of MS Operational Excellence Award, more than any other North American LSP.
- ▶ SHI achieves a 93% Microsoft EA renewal rate (industry standard is 75%).
- ▶ 2014 Microsoft US Public Sector-EDU Partner of the Year (3rd consecutive year)
- ▶ 2014 Microsoft Operational Excellence Award (12th consecutive year and 14th time overall)
- ▶ 2013 #1 Microsoft Licensing Solutions Provider in the US based on total revenue
- ▶ 2013 Microsoft US Channel Partner of the Year for SLG
- ▶ 2013 Microsoft US Channel Partner of the Year for EDU (second consecutive year)
- ▶ 2012 LAR Managed Partner of the Year for East & Central Regions
- ▶ 2012 US Public Sector Partner of the Year



*Proud To Be Named...*

**Microsoft** US Channel Partner  
of the Year for EDU  
2014



d) Describe your familiarity and experience executing numerous enrollment options available from Microsoft.

**SHI Response:**

SHI has tremendous experience in executing the numerous enrollment options that are available from Microsoft. As described above, SHI currently manages more than 15,000 Microsoft contracts—Enterprise Agreements, Campus and School Agreements / Enrollments for Education Solutions, Select Plus, etc. SHI's order tracking system is customized to support the management of the relationship between the master agreement and the individual enrollments, allowing us to provide reports at any level within the agreement hierarchy.

SHI's Microsoft Licensing Team is available to assist the individual customer entities with completing the enrollment paperwork. We have created an "on-boarding" packet to ease this process and to answer frequently asked questions. Please see attached for a sample of this packet that would be distributed to eligible entities.

The table below provides detailed counts of the types of agreements and the number of enrollments we are supporting, today. Please note, as highlighted below, we are currently the reseller named on 239 Master EES Agreements, with a total of 2,133 enrollments. Within the State of California alone, SHI is proud to administer 255 Enrollments for Education Solutions for K12 customers.

Program	Total Number of Master Agreements	Total Number of Enrollments	Total Number of Affiliate Registrations
Application Platform		849	
Campus 3	6	7	
Consortium	0	0	
Dedicated Online Service		7	
EAS-Enrollment for Core Infrastructure		13	
EAS-Industry Device Program		7	
EAS-Retail Pilot	0	0	
EAS-UAF		1	
Education Solutions	239	2133	
Enrollment for Core Infrastructure (ECI)		439	
Enrollment for Windows Azure		43	
Enterprise 6 (EA)		5314	
Enterprise Subscription 6 (EASub)		145	
Open Value	539		
Open Value Subscription	8		
Open Value Subscription - Education	344		
School 3	37	38	
Select Academic	13	90	



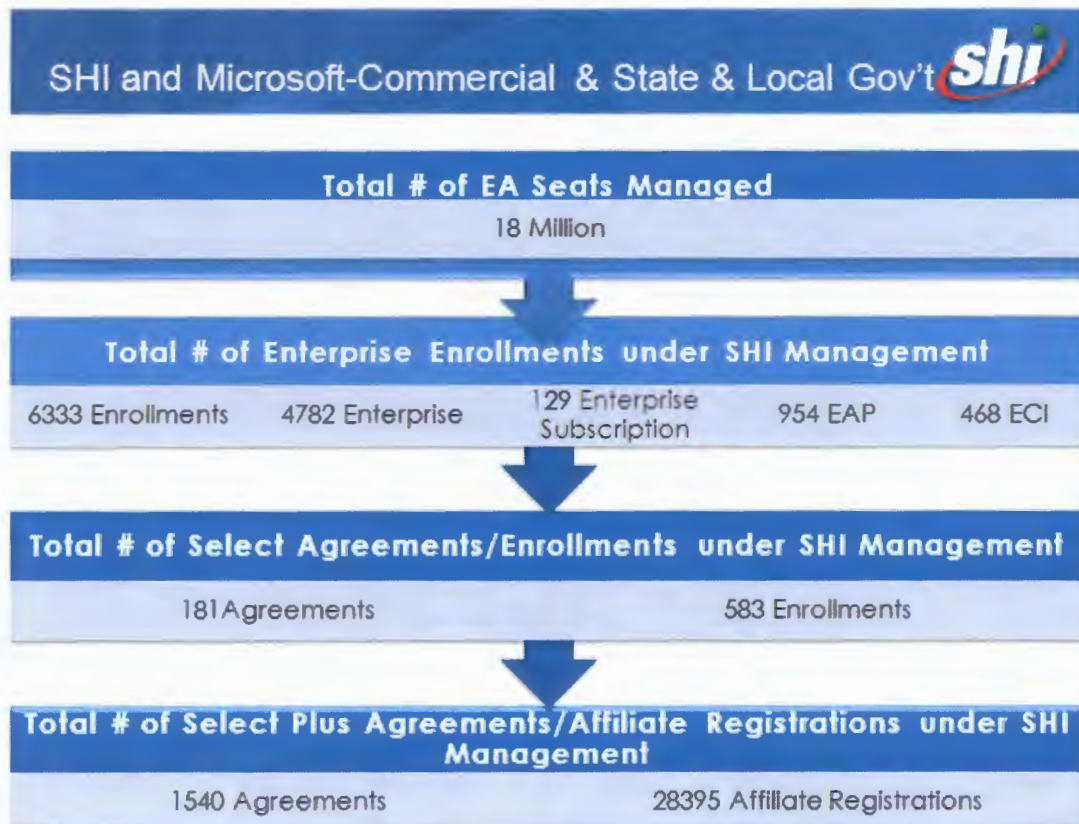


Select 6 - Corporate and Government	77	180	
Select Plus Academic	1252		17281
Select Plus Corp & Gov	3900		41652
SPLA		613	
US Government-EA		60	
US Government-ECI		1	
<b>Totals</b>	<b>6415</b>	<b>9940</b>	<b>58933</b>

- e) Describe any experiences you have had with other companies as their LAR. Your answer should include the identification of the name of the company for which you served as the LAR and your duration as an LAR.

#### SHI Response

SHI has extensive experience supporting Microsoft Agreements across Public Sector entities throughout the United States. We have included references who you may contact to verify SHI's quality of service on these agreements. For statistics regarding the number of licensing agreements we support, please see the table above.





In addition, we have provided a representative list below that describes just a few of the Public Sector customers for whom we currently administer Microsoft licensing agreements. Note that we have worked with many of these customers for 10+ years and our partnerships as the Microsoft LAR for these entities are ongoing.

Customer	State	Contract Name	Contract Number
State of Alabama	Alabama	T040	T040
State of Arkansas	Arkansas	Microsoft Statewide EES	01C35327
State of Arkansas	Arkansas	WSCA Software VAR	4600027533
California State University	California	California State University Software	4431
California Department of General Services	California	Microsoft SLP	SLP-13-70-0003Y
Regents of the University of California	California	Regents of the University of California	1260
State of California	California	Microsoft Statewide EES	01C36680
State of California	California	WSCA Software VAR	7-12-70-19
State of Connecticut	Connecticut	Microsoft Statewide EES	01C35670
State of Ct – Board of Regents for HiEd	Connecticut	CT Board of Regents for HiEd	So-40-14
State of Connecticut	Connecticut	WSCA Software VAR	12PSX0045
State of Hawaii	Hawaii	WSCA Software VAR	12-03
State of Kentucky	Kentucky	Microsoft Statewide EES	01C34607
Commonwealth of Kentucky	Kentucky	Enterprise Software Agreement	MA-758-1100000301-1
State of Louisiana	Louisiana	Microsoft Statewide EES	01C34983
State of Louisiana	Louisiana	Microsoft Select	01C6N537
State of Maine	Maine	Software Master	MA 18P 11090900000000000063 (ITS42)
State of Maryland	Maryland	060B2490021 (COTS Software Master)	060B2490021
NERCOMP	Massachusetts	NERCOMP	N/A
State of Mississippi	Mississippi	State of Mississippi Microsoft Contract	40638
State of Missouri	Missouri	WSCA Software VAR	C213020001
State of Nevada	Nevada	WSCA Software VAR	8004
State of New Hampshire	New Hampshire	Microsoft Statewide EES	01C35930
State of New Hampshire	New Hampshire	Computer Software Reseller	8001437
State of New Jersey	New Jersey	M-0003 Misc Software	77560
State of New Mexico	New Mexico	WSCA Software VAR	20-000-00-00003B
State of New York	New York	PT65193 (Misc Software)	PT65193
State of North Carolina	North Carolina	North Carolina ITS-005997 Microsoft	ITS-005997
State of Rhode Island	Rhode Island	MPA-227 Software Reseller	MPA-227 (ITS42)
State of South Carolina	South Carolina	4400000323 (Microsoft)	4400000323
State of South Carolina	South Carolina	Microsoft EES	4400006148





City of Denton	Texas	Microsoft Software Reseller and Related Services	5121
Utah System of Higher Education	Utah	Microsoft Consortia EES	4400316068
State of Utah	Utah	State of Utah Select Plus	8593736
State of Utah	Utah	WSCA Software VAR	MA 096
State of Vermont	Vermont	Academic Select Plus	S8003495
State of Virginia	Virginia	Virginia Statewide Microsoft Large Account Reseller	VA-131017-SHI
State of West Virginia	West Virginia	LARMS11	LARMS11
University of Wisconsin - Madison	Wisconsin	13-3029	13-3029
State of Wisconsin	Wisconsin	Microcomputer Software	15-20800-501
State of Wyoming	Wyoming	Microsoft EES	01C36391

**f) Describe your experience with public school projects.**

**SHI Response:**

SHI has been supporting the IT needs of Education Customers for more than 20 years. Our Public Sector Sales Team supports the Government, Education, and Healthcare vertical markets and is a vital part of SHI's business and ongoing growth. SHI works with all types of education institutions: K-12 public and private schools, private and public colleges and universities, county and community colleges, technical schools, and consortiums. We have adopted the philosophy that each individual entity is just as important as the whole.

We work with some of the largest Education Consortiums in Higher Education, such as NERCOMP, Inter-University Council of Ohio, and Independent Colleges of Washington and support many K-12 procurement and contract offices such as: TX Department of Information Resources (DIR), Montana Office of Public Instruction, Northeast Wyoming BOCES, South Dakota Bureau of Information and Telecommunications, Illinois Learning Technology Purchasing Program (ILTPP), CT RESC Alliance, California Educational Technology Professionals Association (CAMSA Agreement), Maryland Education Enterprise Consortium (MEEC), and Virginia Information Technologies Agency. While we work with these consortiums as a whole, we also support the needs of each individual district, school or government entity that utilizes these contract vehicles.

SHI has always and we will continue to foster business relationships with the manufacturers who create products for the education market. With each of the major manufacturers, we have forged great relationships with their Education Management and Support Teams, so that we might better serve the needs of our customers. We also attend seminars, training and customer facing events in support of the new technology and how it will enhance the education market.



SHI understands that the education market is a breeding ground for technology, typically testing and implementing new technologies far ahead of other Public Sector verticals. Where permissible, we share information with customers on how other universities and colleges are implementing solutions for their faculty, staff and students.

#### **Public Sector Statistics**

- ▶ Public Sector Sales Revenue \$1 Billion+ YTD 2014, representing 28% growth over 2013
- ▶ SHI has over 45 Account Executives in the field supporting our Education customers
- ▶ About 20 of these Account Executives are focused exclusively on supporting K12 customers. while we have about 15 others who focus only on higher education customers
- ▶ SHI will continue to grow and support our Education customers as we know it is an important vertical to our overall success as a company supporting Public Sector customers.

SHI will continue to grow and support our Education customers as we know it is an important vertical to our overall success as a company supporting Public Sector customers.

- g) Describe your familiarity and experience with any rules or regulations regarding the E-rate. Provide your valid E-rate SPIN number.**

#### **SHI Response:**

SHI is an experience participant under the E-rate program. SHI's E-Rate Program/SPIN number is 143012572. While E-rate is based on the individual customer and which priority they fit into, E-rate assists by helping reducing costs to the customer. Please see below for some of the cost savings that can be obtained through E-rate. Settlement programs are often used for payment of EES and select plus purchases.





## Get Microsoft communication solutions for schools and libraries at reduced cost through E-Rate



E-Rate eligible offerings from Microsoft use the power and flexibility of the cloud, on-premises solutions, or a combination of both to best meet your needs. Microsoft provides Priority 2 eligible services for internal connections and basic maintenance.

Making the most of the power and flexibility of the cloud and on-premises solutions, Microsoft E-Rate solutions can help you improve interaction with the student body, parents, and the community at large. And, because the products and services will likely fit within your existing environment, your school can better manage costs while transitioning to a modern communications platform. Eligible services include unified communications (for example, email, voice mail, and private branch exchanges (PBXs), video conferencing, web hosting, and virtualization).

### E-Rate service categories and eligible solutions\*

Internet access and telecommunications services (Priority 1)**	Internal connections (Priority 2)***	Basic maintenance (Priority 2)***
Hosted email: Microsoft Exchange Online Plan 2	Voice mail: Exchange Server and Client Access License(CAL) Email: Exchange Server and CAL PBX Replacement: Lync Server and CAL Virtualization: Windows Server Hyper-V	Support for Microsoft Lync Server from a Lync Certified Support Partner

\* Microsoft's SPIN is 143013242

\*\* Priority 1 is available to all eligible applicants regardless of discount rate. Microsoft is not a Priority 1 provider; Exchange Plan 2 (Voicemail) must be purchased through a third-party Registered Telco or Hosting provider is Priority 1 provider.

\*\*\* Priority 2 is available only to eligible applicants who qualify for higher discount rates, as determined under the E-Rate program.

### Microsoft E-Rate eligible products can help:

- **Optimize and extend Universal Service Fund investments**  
Microsoft E-Rate eligible services can help schools extend their existing on-premises investments to serve more classrooms and more students. By optimizing local funds with E-Rate funds, schools can extend their reach into the community.
- **Help reduce phone bills and increase collaboration**  
Through federation, schools and agencies using Lync can connect to one another through the web, helping lower phone and audio conferencing fees while increasing collaboration potential.

### Choose an IT solution partner

When choosing an education partner to help you implement a customized solution, we recommend that you:

1. Work with a partner that has an E-Rate Service Provider Identification Number (SPIN).
2. Consult with a Microsoft Certified Partner with Unified Communications/Lync Gold Competency and are a Microsoft Lync Certified Support Partner.

Locate a Microsoft partner at [pinpoint.microsoft.com](http://pinpoint.microsoft.com).

### Learn More

Schools and Libraries Program application process overview

<http://www.usac.org/sl/about/getting-started/process-overview.aspx>

Universal Service Administrative Company (USAC)  
Eligible Services list

<http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>

Microsoft Office 365 for Education

<http://www.microsoft.com/education/en-us/products/Pages/office-365-for-education.aspx>

E-Book: Opportunities for Innovation that Support Your Education Investment

[http://download.microsoft.com/download/4/1/8/4182DF40-7FA3-4C13-91D0-E3B75D639590/opportunitiesforinnovation\\_ebook.pdf](http://download.microsoft.com/download/4/1/8/4182DF40-7FA3-4C13-91D0-E3B75D639590/opportunitiesforinnovation_ebook.pdf)

Webcast: Deliver Education Anywhere Anytime

<https://msevents.microsoft.com/CUI/EventDetail.aspx?EventID=1032502415&Culture=en-US>

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**h) Describe your familiarity and experience with any rules or regulations regarding Microsoft Settlement programs.**

**SHI Response:**

SHI works closely with the Microsoft Education team for the State of California, and we are prepared to fully support any customized agreements that Microsoft arranges in support of the Microsoft Settlement programs.

**i) State whether you are a California Microsoft Voucher Program Approved Provider**

**SHI Response:**

Yes, as the designated reseller for the CETPA/CAMSA Microsoft licensing program, SHI is able to provide licensing for customers wishing to use their Vouchers and will work side by side with Microsoft to facilitate this process.

**3.2 Experience:**

**a) State the number of similar projects maintained by your firm in the past 3 years.**

**SHI Response:**

As mentioned previously, SHI is pleased to currently administer over 2,000 Microsoft Enrollments for Education Solutions for Education customers throughout the country. Within the State of California specifically, and in the K12 market, SHI currently administers 255 Microsoft Enrollments for Education Solutions. We have the expertise and the California team in place to make this agreement a success for Simi Valley.

**b) Describe your familiarity and experience with comparable projects in the K-12 customer market.**

**SHI Response:**

SHI has been supporting the IT needs of Education Customers for over 20 years. Our Public Sector Sales Team supports the Government, Education, and Healthcare vertical markets and is a vital part of SHI's business and ongoing growth. SHI works with all types of education institutions: K-12 public and private schools, private and public colleges and universities, county and community colleges, technical schools, and consortiums. We have adopted the philosophy that each individual entity is just as important as the whole.

SHI has always and we will continue to foster business relationships with the manufacturers who create products for the education market. With each of the major manufacturers, we have forged great relationships with their Education Management and Support Teams, so that we might better serve the needs of our customers. We also attend seminars, training and customer facing events in support of the new technology and how it will enhance the education market.





SHI understands that the education market is a breeding ground for technology, typically testing and implementing new technologies far ahead of other Public Sector verticals. Where permissible, we share information with customers on how other universities and colleges are implementing solutions for their faculty, staff and students.

- c) Describe your familiarity and experience with sales, support, management and reporting services required to process and account for requests Microsoft software products and LAR services under a Microsoft Software License Agreement.**

**SHI Response:**

SHI has established itself as the most effective license provider in the industry. Our software procurement consulting services combined with robust Software Asset Management (SAM) tools make it easy for the Simi Valley School District to choose the licensing programs that are right for you and to effectively manage them.

SHI's dedicated Microsoft Licensing Team are available to assist our customers with any questions they may have regarding the Microsoft Agreement, product use rights, vouchers, work at home, options for students, and much more. In addition, SHI's Microsoft Licensing Team is responsible for accurate reporting of our customers' purchases to Microsoft. Microsoft has recognized our Licensing Team every year for the past 12 years for our excellence in managing our customers' agreements and license purchases.

The Microsoft Licensing Team provides dedicated and certified resources to our customers to assist with managing their Microsoft Select Plus and Enterprise Agreements. All of these resources are available both to you and your account team to provide support and answer any of your Microsoft questions.

- ▶ *Microsoft Enterprise Solution Group* – SHI has a team dedicated to delivering the right solutions to customers by focusing on customers' needs first. SHI has classified our solutions, products, and services into 3 distinct Practices: End User Computing, Datacenter and Infrastructure, and Security. We reference End User Computing to include the systems and tools that enable Knowledge Workers to Create, Communicate, Collaborate, Consume, and Compute. Datacenter implies the operations and Infrastructure that enables the core IT systems to provide services to End Users. Finally, Security will focus on protecting the End User systems and the infrastructure that enables them.
- ▶ *Microsoft License Executives* – are available to assist you with managing your Microsoft Agreements and determine the right solution to fit your needs. SHI's Licensing Executives have unmatched experience and offer objective interpretation of licensing usage and rights, and can provide assistance with understanding industry trends, licensing strategy, financial impact.



- ▶ *Microsoft Contracts Team*— Helps guide our Customers, Licensing Executives, and Account Executives on completion and execution of contractual documents, provides pre and post-sales support for the contract process, and performs compliance checks on the contract package prior to submission to Microsoft. These steps expedite the contract process and reduce the risk of error.
- ▶ *Microsoft Operations Team* – Manages all license transactions: True-up Orders, Additional Orders, Credits, Select Plus License Purchases, etc. SHI's Microsoft Operations Team has 0365 dedicated resources for license reservation and reconciliation support.
- ▶ *Microsoft Support Team* —consists of certified Licensing and Product Specialists and assists SHI's Account Executives and our customers with product licensing, product key, volume licensing questions and more. The team includes Specialists in the areas of: Developer Tools, Unified Communications/Cloud Computing & Online Services/Desktop Licensing, Core Infrastructure/Application Platform/Security Services and Enterprise Applications.
- ▶ *Microsoft Software Assurance Benefits Advisors* – Additional resource clients can leverage in order to realize the full benefits of the EA and return on investment. SA Benefit Advisors assists customers in understanding benefits awarded, best practices, as well as how to activate and utilize their benefits.

***Detailed & Accurate License Tracking:***

Our tracking abilities will relieve your burden of managing your purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.

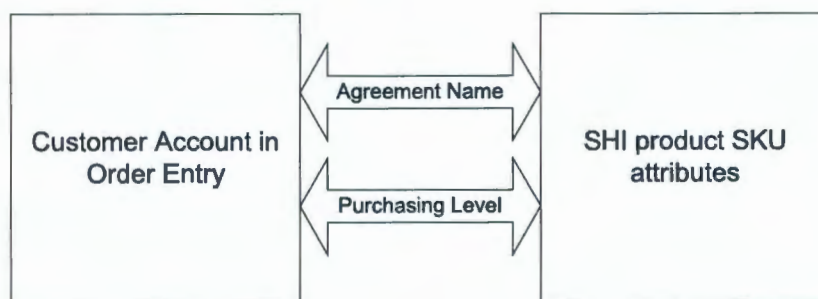
The process begins with the creation of part numbers within SHI's system. Each of SHI's SKU numbers have various attributes associated with them—among them are Product Type, Manufacturer Name, Program Name, Program Level, and Pool. These attributes trigger the license purchase process within our order entry system. So, our system knows that products that have Types of "License Only", "Maintenance Only", or "License with Maintenance" are non-deliverable items. In addition, each SKU is identified according the manufacturer name, Licensing Program name, Purchasing Level, and Pool, as applicable. An example is Manufacturer=Microsoft, Licensing Program=Select Plus, Purchasing Level=D, Pool=Systems. The price for this SHI SKU will always reflect the current price for the product purchased under the Microsoft Select license at purchasing level D.





The next step within the process is to identify those customers within our order entry system who have License Agreements. Once the contract has been processed with the manufacturer, the SHI Licensing Representatives link the customer's account key in SHI's order entry system to the appropriate licensing agreements, including the contract number, enrollment number, purchasing level, the anniversary dates, and the maintenance dates. The customer's Account Executive works with the Licensing Representatives to ensure that all contract data is accurate. By identifying this information at the account level, SHI ensures the accuracy of our data capture and reporting to both the customer and the Software Publisher.

Once those steps have been completed, your SHI Inside Account Manager can process orders within SHI's systems. Using the data described above, SHI's order entry system compares the customer account to the SHI SKU and validates that the order is being entered correctly.



Once the order entry system has verified the data, it will present the IAM with the appropriate agreement and enrollment numbers for that customer. The IAM simply selects the correct agreement and enrollment, eliminating the opportunity for a data entry error. In addition, the system will populate the appropriate price for the customer's purchasing level, again eliminating the possibility for invoice errors.

Additionally, **Maintenance Expiration Dates** are tracked, to give prompt, pro-active notification to the Simi Valley School District for **Maintenance Renewal** purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated, or non co-terminus programs. Maintenance Tracking and Renewal Notification is implemented for all Programs or Maintenance purchases made through SHI, whether supported by a Volume License Program, or other maintenance program.

SHI's License Tracking System, combined with the knowledge and experience of our Inside Account Managers, ensure that the Simi Valley School District's orders are processed and reported to the manufacturer accurately. If a customer submits an order to SHI for a product under the incorrect licensing program, your Inside Account Manager will work with the customer to correct the order. In addition, if the customer submits an order for a license that is covered under an Enterprise-type Agreement, your Inside Account Manager will explain to the end user that he is already licensed and how to obtain the media or a download of the product. Simi Valley School District can rely on SHI's expertise with Volume Licensing Agreements to guide your end users through the process.







- d) Describe your familiarity and experience with providing and support the electronic software distribution program for students, faculty and staff in support of Student Option, Work at Home Rights, and Home Use Program**

**SHI Response:**

**Student Option**

SHI is also happy to support Student Option for Simi Valley.

The EES Student Option provides a convenient and cost-effective way for you to license selected software and services for use by your students on a personally owned device or an institution-owned device assigned to the student's exclusive use (for example, a device checked out to a student for the school year). If you choose the three-year subscription, each anniversary order must include at least the same number of student users as in the year 1 order.

**Getting Started with the Student Option**

To get started with EES Student Option, Microsoft requires that you license at least one desktop platform product or Platform Online Service for an organization-wide FTE student count of five (5) or more.

**Work at Home Rights**

Your institution can offer limited Work at Home (WAH) rights to your faculty and staff members only with no additional license charge. These limited rights permit using application, system, and CAL products on a personally owned device for work-related purposes only. You can choose to extend these rights to your faculty and staff members only for licensed products for which you have institutional licenses through your EES.

If you extend WAH rights, your institution accepts responsibility for communicating the terms and conditions to your faculty and staff members. This includes keeping accurate records of licensed product use and distribution and ensuring that your faculty and staff agree to the stated terms and conditions.

For your convenience, we have provided a Faculty/Staff Acceptance Form (provided below) that you may want to have your users sign when granting WAH rights to them.





## Acceptance Form

*When ordering Work at Home (WAH) rights, you and your affiliates must make reasonable efforts to ensure that faculty, staff or other employee users delete such copies from their home computers when the licensed period expires. It is recommended that you copy and distribute the license agreement(s) to your licensed users so they may accept the terms of the licensing agreement in writing when media is distributed. You may create an acceptance form with the information below. This information would then be stored in your database.*

### **Sample Microsoft Enrollment for Education Solutions Work at Home Acceptance Form**

This acceptance form is valid for the Microsoft software products checked below, which shall be referred to collectively herein as the "Software". Software is made available to you because (name of institution) has purchased license coverage for the Software through its Microsoft Enrollment for Education Solutions effective (enter date). (Name of institution) is ordering the right for you to use the Software for **Work-related** purposes at home under its Microsoft Enrollment for Education Solutions. **You are not licensed to use the Software at home for personal purposes.** You do not own the license or the CDs, rather you are authorized to use the Software and associated media pursuant to the terms and conditions of the licensing agreement during the licensed period starting (enter date) and ending (enter date). You will be required to remove the Software from your home machine immediately upon expiration of the licensed period or earlier if your employment by (name of institution) ends. (Note to institution: Non-knowledge workers such as maintenance, groundskeepers, cafeteria and mailroom, etc. are ineligible for Work at Home rights if they were not included in the Full-Time Equivalent (FTE) employee calculation for your Enrollment for Education Solutions software order.)

Work At Home rights have been ordered by (name of institution) for the following product(s) (referred to collectively herein as the "Software"):

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Please initial each statement:

- \_\_\_\_\_ I will read and abide by the license agreement(s) associated with this Software.
- \_\_\_\_\_ I understand that no technical support is provided by Microsoft in association with my work-at-home use.
- \_\_\_\_\_ I understand the minimum specifications to run the Software are listed at <http://www.microsoft.com/products>.
- \_\_\_\_\_ I will remove the Software from my home machine immediately upon the earlier of (a) expiration of the licensed period specified above or (b) the end of my employment by (name of institution).
- \_\_\_\_\_ I understand that I am not licensed to use the Software for personal purposes.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_



Employees who do not use institutional devices, such as maintenance, grounds keeping, and cafeteria staff are excluded from WAH rights if they were not included in the FTE employee count when placing your order.

*\*The school may incur some costs for obtaining and distributing the WAH media.*

#### **Distributing Media for Work at Home Use**

**Electronic software distribution services** are offered by Microsoft's authorized Digital Distribution Service Provider (DDSP). The DDSP sets up a web store for you or your reseller to facilitate delivering software and any keys necessary for activating individual products to your faculty/staff for Work at Home. (You can also use this facility to distribute software to eligible students under the Student Option.) For more information, contact your reseller.

If you do not use this electronic software distribution service, you may distribute software to licensed users in the following ways:

#### **For All Products (Including Those That Require Activation):**

Purchase and distribute one copy of each applicable CD-ROM or disk set to each authorized user. You must purchase these CDs or disk sets (known as "student media") from your reseller in minimum quantities of five (5) per title up to the number of licensed users. You cannot replicate media for Work at Home use.

**Note:** Most products, *including Windows and Microsoft Office suites*, require activation. For those products, you can use the option above which use non-Volume Licensing media and activation keys. You CANNOT distribute Volume Licensing media and Volume License Keys (VLKs) for products that require activation to users for WAH use. *See a complete list of products that require activation.*

#### **For Products That Do Not Require Activation:**

- **Have users bring in their devices for manual installation** by you at a central location that you control using Volume Licensing media acquired from a Microsoft-approved fulfillment source.
- **Use a system of controlled short-term checkout** of applicable Volume Licensing media (acquired from a Microsoft-approved fulfillment source) solely for the purposes of individual user installation.

#### **Home Use Program**

In addition to WAH rights, EES also provides your faculty and staff members access to the Microsoft Office system desktop PC programs to use on their personally owned PC through the Home Use Program (HUP). This is a benefit of Microsoft Software Assurance. With HUP, your faculty and staff members can get the Microsoft Office system programs to use on their home PC for both work and personal use at a nominal cost. Providing the HUP licensed product is easy for the institution, because the institution does not have to handle distributing the software. After your Software Assurance benefits

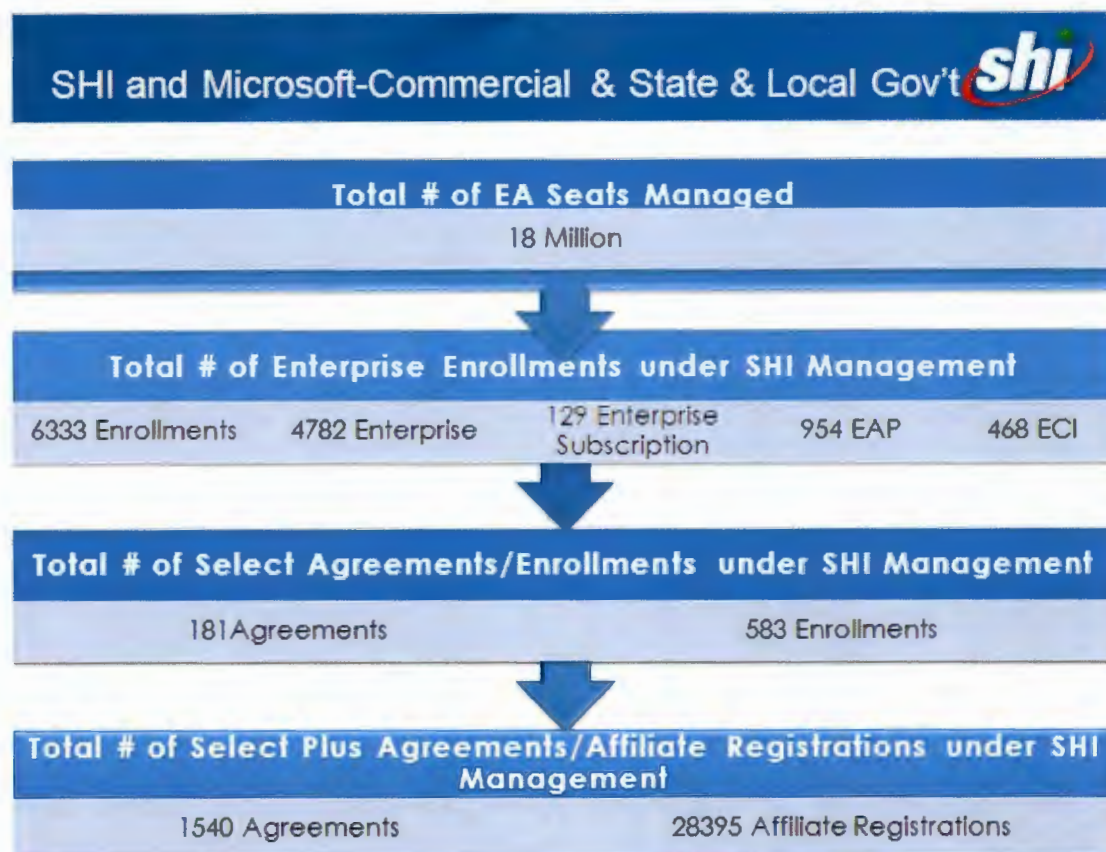




- e) Describe the total Number of like statewide or large programs (not using subcontractors) that match the scope of work specified for this project in the last three years.

**SHI Response:**

Please see below for the current Microsoft enrollments and agreements that are currently being managed by SHI for State & Local Government entity.



- f) Describe the experience and qualifications of your staff that shall be assigned to this project.

**SHI Response:**

Please see the following page for the experience and qualifications of the dedicated sales, sales management, and licensing team that will be assigned to this project. In addition to the team members listed below, SHI is in the process of hiring additional K12 resources (also with appropriate background and qualifications) to further enhance our service levels to K12 customers within the State of California. Note that there will also be many others supporting this agreement behind the scenes. We look forward to serving you!



## Alison Turner

6535 102<sup>nd</sup> Place NE  
Kirkland, WA 98033

425-974-5997  
alison\_turner@shi.com

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*Sales Leadership • Collaboration • Customer Focus*

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Technology sales leader with 19+ years of experience with Public Sector customers. Enjoy leading a team to establish long-term customer relationships and exceed customer expectations.

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### EMPLOYMENT OVERVIEW

**Director West Region, State & Local Government and Education**      **September 2013-Present**  
**SHI, Seattle WA**

Manage a team of field-based Account Executives working with Public Sector accounts in SHI's West Region. Work closely with team, customers, and partners to craft and deliver custom IT solutions for all aspects of customers' environments, from software and hardware procurement to IT asset management and cloud computing. Coordinate resources within SHI and key partners to grow and maintain mutually beneficial customer relationships.

**Senior Licensing Sales Specialist**      **October 2011 – September 2013**  
**Microsoft, Seattle WA**

Entrusted to drive complex software licensing solutions for key Academic customers in the Western U.S. to increase account penetration and exceed sales commitments in excess of \$90 million annually. Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts, and followed through with partners and customers to ensure successful implementation. Led special project on behalf of all Public Sector to close critical deals on time at end of each Half.

**Senior Regional Sales Manager, Software, Major Public Accounts**      **November 2007 – October 2011**  
**Dell, Seattle WA**

Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts (state, local and education customers) across the country, representing over \$600 million annual revenue. Recruited, coached, evaluated, rewarded, and managed staff of up to 15 field Account Executives. Coordinated software proposals, including writing proposal content, which resulted in Dell statewide software contracts in 36 states and numerous additional purchasing agreements. Proactively aligned efforts with other departments within Dell, including core (hardware) sales teams, software inside sales teams, contracts, proposals, legal, finance, and marketing, as well as with external partners. Trusted advisor for state government and education IT and procurement initiatives. Exceeded revenue goals each year in the position.

**Director, State & Local Government and Education**      **May 2007 – November 2007**  
**ASAP Software, Seattle WA**  
And formerly

**National Manager, State & Local Government and Education**      **April 2001 – May 2007**  
**ASAP Software, Seattle WA**

Responsible for segment of the company's business generating over \$100 million annual revenue. Developed and maintained strong key customer relationships, helped state and local government and education customers develop RFPs to determine suppliers, and acted as Project Manager for major software proposals, including writing the proposal content. Managed a team of up to 15 field sales professionals, successfully led this team through organizational change following the acquisition of ASAP Software by Dell, and maintained strong team loyalty and retention during this time. Also led efforts to acclimate customers to the changes following the acquisition and maintained strong customer loyalty and retention throughout changes in internal processes.





**Senior Account Executive, State & Local Government and Education**

**ASAP Software, Seattle WA**

**September 1999 – March 2001**

Field sales representative responsible for all state and local government and academic software sales in a 23-state region. Surpassed revenue goals in excess of \$25 million per year. Regularly met with key customers and prospects and developed long-standing relationships with lasting impact.

**Inside Sales Manager, State & Local Government and Education**

**ASAP Software, Buffalo Grove IL**

**November 1997 – August 1999**

Managed a team of 13 Inside Account Managers. Instrumental in identifying, winning, implementing and supporting long-term statewide software contracts and other purchasing agreements. Developed and implemented operational processes to support customers' needs, and trained sales representatives and managers on these operations.

**Senior Inside Sales Representative**

**ASAP Software, Buffalo Grove IL**

**August 1996 – October 1997**

And formerly

**Inside Sales Representative**

**ASAP Software, Buffalo Grove IL**

**July 1994 – July 1996**

Responsible for all government sales (federal, state, local and academic) in a 4-state territory. Won, implemented and personally managed new software Volume Licensing Agreements for major customers including State of Illinois, State of Indiana, and Wright-Patterson Air Force Base.

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**EDUCATION AND CERTIFICATIONS**

**Masters of Business Administration**

**Marketing Concentration, Washington University, St. Louis MO**

Ranked in top 10% of class

May 1993

**Bachelor of Arts**

**Marketing Major, Kansas State University, Manhattan KS**

Graduated Summa Cum Laude, GPA 3.98/4.0

May 1991

**Microsoft Certified Professional**

June 2011

**Microsoft**  
**CERTIFIED**

*Technology  
Specialist*

Volume Licensing Specialist, Large Organizations

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**RECOGNITION AND AWARDS**

**Microsoft Circle of Excellence**

Recognized for pursuit of excellence with Microsoft's Gold Club Award 2013.

**Dell Rewards & Recognition Program**

Q2 FY11 Silver Award recipient, for outstanding achievement which positively affects the Business Unit's Fiscal Year Initiatives.

**ASAP Software President's Club**

Achieved President's Club Award, ASAP Software's highest sales recognition, in: 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2004, 2005, 2006 and 2007.





## **Rebecca Smith**

(310) 971-8378

rebeccas31@hotmail.com

### **SUMMARY**

**SALES and ACCOUNT MANAGEMENT PROFESSIONAL** with strong presentation, negotiation, and closing skills. Recognized for ability to increase market share, outperform competition and increase profits while providing great customer service and follow-through. Expertise includes:

- Public Sector
- Territory Development
- New Account Development
- Microsoft Licensing
- Building and nurturing client relationships
- Planning and Conducting Presentations
- Creating marketing strategies
- Time Management- Home Office for 11 years

### **PROFESSIONAL EXPERIENCE**

#### **SHI International Corp**

**December 2010 – Present**

*VAR- Value Added Reseller for over 2,000 different IT manufactures for items such as IT hardware, software and services.*

#### **CA K-12 Business Development Manager**

Responsible for California School Districts, Private Schools, Charter Schools and Religious Schools.

- Developed the relationship with CETPA and Secured CAMSA which is the largest Microsoft K-12 Education EES contract in the United States.
- Awarded LAUSD's Microsoft EES Contract for 4 years for over \$15 million.
- Presidents Club Award within the first year of employment and consistently exceeded yearly quotas by well over 200%
- Secured Adobe 3 year contract term for all CA K-12 Districts.

#### **OKI DATA**

**March 2008 – December 2010**

*Printer and Multi-function Manufacturer.*

#### **Account Manager**

Responsible for outside sales for the Western United States (California, Arizona, Nevada, Utah Washington, Oregon and Hawaii) to all Public Sector; State & Local Government, Federal Government, Education (K-12 and Higher Ed), Non-Profit and HealthCare accounts.

- Developed the relationship with LA County that led to OKI being awarded the yearly Printer and Multi-function machine contract.
- Exceeded quarterly sales quota by 160% through establishing new accounts within the territory and expanding the current accounts.
- Awarded a year contract for Printers and Multi-function machines from the NCEPC (North County Educational Purchasing Consortium) which includes over 25 School Districts located in Southern California.

#### **SARCOM**

**February 2006 - March 2008**

*VAR (Value Added Reseller) of IT hardware, software and networking products; including Microsoft Sarcom is a Gold Certified Partner and a LAR..*

#### **Territory Account Manager**

Responsible for Public Sector Outside Sales for the State of California including all State & Local Government and Education (K-12 and Higher Education) as well as several larger corporate accounts.

- Established a relationship with the County of Orange and was awarded a 5 year IT Services contract which included 6 on-site engineers for those 5 years.
- Created the response to the State of California for the CMAS contract award.
- Grew the Disney account from \$50,000 a quarter to over \$100,000 a month.

**INSIGHT****April 2004 – February****2006**

*VAR (Value Added Reseller) that focuses on IT hardware, software and networking products; including Microsoft, Insight is a LAR, AER and certified as Gold Partner.*

**Territory Account Manager**

- Grew the Southern California territory over 25% within the first year.
- Made weekly on-site presentations to C-Level executives within the Public Sector market located in Southern California.

**STERLING COMPUTERS****June 2000 – December 2003**

*8A, Minority, Woman Owned business with a focus on the Public Sector industry.*

**Senior Account Manager**

A mixture of Outside and Inside Sales of IT hardware, software and networking products to the Federal Government, State and Local Government accounts located through out the country.

- Awarded an IT Hardware contract with the USDA.
- Increased monthly sales of the office by 45% within 4 months.

**PC MALL****March 1999 – June 2000**

*Reseller of IT hardware, software and networking products to mainly corporate accounts.*

**Account Executive**

- Developed a client list of 40 purchasing accounts including Royal Caribbean Cruise Line whom purchased all their IT products for 4 new ships with a total purchase of over \$500,000.
- Number 1 on my team of 15 members covering the East Coast part of the Country.
- Generated a book of 35 brand new corporate accounts through cold calling that were individually purchasing \$20,000+ per month.

**MCNALLY MEDIA****January 1995 – March****1999**

*Public Relations Firm that focused on the automobile industry, such as NASCAR Craftsman Truck Series and Peterson Publishing.*

**Special Projects Manager**

Responsible for creating and coordinating all on-air promotions for Craftsman Tools and The NASCAR Craftsman Truck series.

- Wrote press releases for clients such as Peterson publishing and were published in National newspapers and magazines.
- Held events and promotions that promoted our customers to the individual communities that the races were held in.

**SOFTWARE KNOWLEDGE**

Microsoft Office: Outlook, Internet Explorer, Word, Excel and Power Point; CRM; SAP; IBM Software: Lotus Notes; Adobe- Acrobat and Photoshop; Citrix; Sales Force Contact Management/ Database; ACT Contact Management/ Database.





## Jessica L. Olson

1701 Santa Fe Trl Dr. Trinidad, CO 81082

Telephone: 701-386-6883 - Email: [jessica\\_fischer@hotmail.com](mailto:jessica_fischer@hotmail.com)

### EXPERIENCE

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SHI International Corp – Colorado Springs, CO

Oct 2011 – Present

*Licensing Executive Corporate / Licensing Executive Academic and Healthcare*

- Consultation and explanation of Microsoft licensing options with assigned reps and customers in order to drive on time renewals and true-ups. Review of Microsoft licensing programs and cost analysis tools with reps and customers to ensure all programs are thoroughly understood and evaluated
- Responsibilities include – evaluate and review complex Microsoft proposals / amendments, executing & selling customers on net new Microsoft agreements, interpret Microsoft volume license contracts for customers / prospects, proactively assist customers with management of assets through SHI's SAM tools, educate the sales teams on Microsoft programs and best practices for driving new business and Microsoft revenue
- Develop and implement company-wide and client facing training webinars geared toward the latest changes in Microsoft licensing, products, and programs. Work with Marketing team to create relevant and beneficial Blog material reinforcing training of customers and sales reps of updated Microsoft agreements and product guides

APAC – Fargo, ND

May 2009 – Oct 2011

*Outbound Sales Specialist / EDU Territory Account Manager / Consortia Account Manager*

- Focus on Microsoft outbound sales in the education sector. Assisting partners with call-down campaigns to increase sales and establish relationships between schools and the partner supporting the campaign. Engage school representatives in conversation to explore their needs and challenges while examining probable solutions.
- Responsibilities include Solution Selling – analyzing needs, probing for pains, proving value in solutions; job shadowing other teams for increase work development; exceeding monthly goals for revenue and lead count; provide guidance to new teammates regarding outbound sales.
- Focus on Microsoft Education Annuities – ensuring on time renewal rate, technical and licensing assistance with every account; exceeding monthly goals for closed on time annuities and upsell opportunities. Provide guidance to the team on licensing for both new programs and existing licensing solutions. "Go To" team member for training new teammates.
- Assist partners in net new opportunities / cross selling and up selling opportunities from start to finish resulting in \$375,000 in net new revenue in FY12 and \$1M revenue in upsells.

Partners Advantage Insurance Services – Fargo, ND

May 2008 – May 2009

*New Business Case Specialist*

- Responsible for completion and conversion of insurance applications for agents with seven major carriers; Developed program guidelines for new agents to follow for completion of cases with carriers at an increased success rate; Monitored cases daily to expedite the process of "placing" the cases as closed and complete; assist marketers with development of marketing tools.



Sam's Club – Fargo, ND  
*Merchandiser, Marketing, Cake Decorator*

May 2000 – August 2009

- Effectively drove membership numbers with outside sales; Created solid merchandising work areas to drive business and profit; Customer and employee relations; Monitor and ensure health standards; Worked with customers on deadlines and needs; Cross-trained throughout store.

## EDUCATION

Minnesota State Community and Technical College – Moorhead, MN

- Sales Marketing Management

Additional Training & Studies: Retail Management, Accounting, Communications, Sociology, and Ethics.

## MISCELLANEOUS

Previous Affiliations: Member of Postal Credit Union Youth Board, Nokomis Volunteer, and Youth Confirmation Teacher through St. Anthony's Church of Fargo. APAC Star Award winner 2011, AER certified through SHI, MCP

Zach Westpy  
Inside Account Manager  
Phone: 1-800-535-5210  
Email address: CaliforniaEDU@shi.com

### Experience:

- September, 2013 -Present      Inside Account Manager, CA K12
  - Customer Service support
  - Process Microsoft Select and Enterprise Agreement Enrollments
  - Sourcing products
  - Providing price quotes
  - Pre-sales support
- Completed SHI training program
  - Volume Licensing Programs
  - Product Sourcing
  - Customer Service
  - Sourcing and Quoting products
  - Industry-specific skills





Daniel Pinkston  
Inside Account Manager  
Phone: 1-800-535-5210  
Email address: CaliforniaEDU@shi.com

Experience:

- January, 2014 -Present Inside Account Manager, CA K12
  - Customer Service support
  - Process Microsoft Select and Enterprise Agreement Enrollments
  - Sourcing products
  - Providing price quotes
  - Pre-sales support
- Completed SHI training program
  - Volume Licensing Programs
  - Product Sourcing
  - Customer Service
  - Sourcing and Quoting products
  - Industry-specific skills



- g) Describe the training and experience of your sales team, including representatives residing in CA, tele-presence team members available during CA business hours, and Microsoft Licensing and Technical specialists. Describe your sales team's experience Microsoft consortia agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions.**

**SHI Response:**

SHI has established the dedicated Account Team approach as core in executing an effective customer service strategy. SHI customizes the team structure to meet the individual needs of each of our customers. The following positions would be included in direct support for Simi Valley School District:

**Regional Director, Public Sector West**— Alison Turner maintains the senior level sales position that ensures that customer objectives are being met and that world class support is being provided to all entities serviced by SHI's Public Sector West sales team. Alison is an escalation point for resolution of customer service and contract issues. The California SLED sales team which is managed by Alison consists of 6 SLED AEs supporting (3 Education and 3 SLG), and with plans to hire 2 additional AEs for K12 in California by the end of 2014.

Alison's contact information:

Email address: Alison\_Turner@shi.com

Telephone: 425-974-5997

Alison's California SLED Sales Team:

Rebecca Smith – CA K12

TBH November 2014 – CA K12 (So Cal)

TBH December 2014 – CA K12 (Nor Cal)

Erin Lupo – CA Higher Education

Lynda Olander – CA Higher Education

Julie Gabele – CA State Government

Guillermo Ortiz – CA Local Government

Debbie Bieber – CA Local Government

**Account Executive**—Rebecca Smith handles the direct sales related position for California K12 with a mission of developing relationships with the appropriate representatives within Simi Valley School District. Responsibilities include establishing a customized service and support plan, resolving licensing issues, and constructing a pricing strategy and other topics critical to account development.

Rebecca's contact information:

Email address: Rebecca\_Smith@shi.com

Telephone: 310-402-9905



**Manager, Inside Sales Support**—Terrance Bridgers coordinates, maintains, and manages the activities of the Inside Account Managers.

Terrance's contact information:

Email address: Terrance\_Bridgers@shi.com

Telephone: 732-652-6598

**Inside Account Manager (IAM)**—Zach Westpy and Dan Pinkston maintain direct relationships with the customers and has the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of his daily activities. The Team executes the plan established by the Account Executive for a customer.

Inside Sales Team: Zach Westpy and Dan Pinkston

Phone: 1-800-535-5210

Email address: CaliforniaEDU@shi.com

**Microsoft License Executive** – Jessica Olson is available to assist you with managing your Microsoft Agreements and determine the right solution to fit your needs. SHI's Licensing Executives have unmatched experience and offer objective interpretation of licensing usage and rights, and can provide assistance with understanding industry trends, licensing strategy, financial impact.

Jessica is an experience LE having started several statewide / consortia agreements across the nation – WY, NM, TX, OK, AR, SC, NH, VT, FL, WI, and GA. Although not starting the CA statewide agreement, Jessica has assisted with the growth in CA both on the Higher ED and the K12 side. Jessica along with her colleagues on the Microsoft Team at SHI have completed change of channel partners as well as having work with the California State University system, and State of LA. Jessica has worked as a team member on the Breadth Team at Microsoft for 3 years before joining SHI's licensing team as a Licensing Executive, which involved working with licensing and sales. Jessica is AER and MCP certified having taken both AER tests for the US and for Canada. As the Senior Education LE at SHI, she has also worked as a non-titled trainer for new LE's and for Microsoft's Breadth Team. On a monthly basis SHI's LE's are required to complete various trainings – licensing, product / solution areas, programs which Microsoft releases. Jessica's office hours are 7:00 AM-4:00 PM MT Monday – Friday; however, when the need arises, she does work from 7:00 AM until the business at hand is completed. During end of month / end of quarter / end of fiscal year) end of fiscal year she is available 24/7. In addition to assisting customer's needs, Jessica also submitted the applications for the last two years with the aid of our marketing team to win the award for EDU LAR of the year for Microsoft. SHI has been awarded this accomplishment for the last 3 consecutive years.





Jessica's contact information:

Email address; Jessica\_Olson@shi.com

Telephone: 701-388-6883

### **SHI Certified Microsoft Resources**

SHI provides dedicated and certified resources to our customers to assist with managing their Microsoft Select Plus and Enterprise Agreements. All of these resources are available both to you and your account team to provide support and answer any of your Microsoft questions.

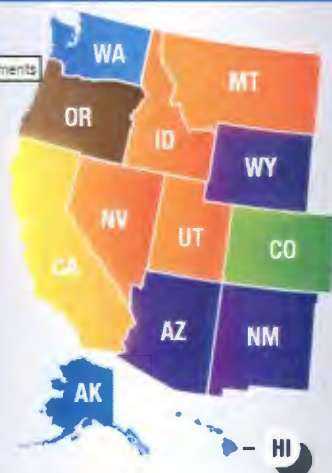
- ▶ *Microsoft Enterprise Solution Group* – SHI has a team dedicated to delivering the right solutions to customers by focusing on customers' needs first. SHI has classified our solutions, products, and services into 3 distinct Practices: End User Computing, Datacenter and Infrastructure, and Security. We reference End User Computing to include the systems and tools that enable Knowledge Workers to Create, Communicate, Collaborate, Consume, and Compute. Datacenter implies the operations and Infrastructure that enables the core IT systems to provide services to End Users. Finally, Security will focus on protecting the End User systems and the infrastructure that enables them.
- ▶ *Microsoft License Executives* – are available to assist you with managing your Microsoft Agreements and determine the right solution to fit your needs. SHI's Licensing Executives have unmatched experience and offer objective interpretation of licensing usage and rights, and can provide assistance with understanding industry trends, licensing strategy, financial impact.
- ▶ *Microsoft Contracts Team*– Helps guide our Customers, Licensing Executives, and Account Executives on completion and execution of contractual documents, provides pre and post-sales support for the contract process, and performs compliance checks on the contract package prior to submission to Microsoft. These steps expedite the contract process and reduce the risk of error.
- ▶ *Microsoft Operations Team* – Manages all license transactions: True-up Orders, Additional Orders, Credits, Select Plus License Purchases, etc. SHI's Microsoft Operations Team has O365 dedicated resources for license reservation and reconciliation support.
- ▶ *Microsoft Support Team* –consists of certified Licensing and Product Specialists and assists SHI's Account Executives and our customers with product licensing, product key, volume licensing questions and more. The team includes Specialists in the areas of: Developer Tools, Unified Communications/Cloud Computing & Online Services/Desktop Licensing, Core Infrastructure/Application Platform/Security Services and Enterprise Applications.
- ▶ *Microsoft Software Assurance Benefits Advisors* – Additional resource clients can leverage in order to realize the full benefits of the EA and return on investment. SA Benefit Advisors assists customers in understanding benefits awarded, best practices, as well as how to activate and utilize their benefits.



# Public Sector, Government/Education West

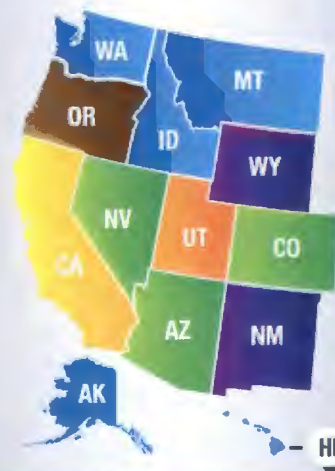


vents: View file attachments



- State** Julie Gabele
- Local (NorCal)** Debbie Bieber
- Local (SoCal)** Guillermo Ortiz
- S&L** Andrea Keno
- S&L** Dan Pressley
- S&L** Amelia Jakubczyk
- S&L** Lynn Farmer
- S&L** Brandon Barkley

- K12/HE** Brandon Barkley
- HE** E. Lupo/L. Olander
- K12** Rebecca Smith
- K12/HE** Angelo Krakoff
- K12/HE** Amelia Jakubczyk
- K12/HE** Dan Pressley
- K12/HE** Lynn Farmer



HEALTHCARE



Healthcare Sean Whalen

**Alison Turner**

Regional Director, Public Sector  
425-974-5997  
Alison\_Turner@SHI.com

**Stephanie Kedziora**

Public Sector Marketing Director  
732-868-8728  
Stephanie\_Kedziora@SHI.com

**Debbie Bieber**  
Account Executive  
408-222-0856  
Debbie\_Bieber@SHI.com

**Brandon Barkley**  
Account Executive  
503-569-8183  
Brandon\_Barkley@SHI.com

**Lynn Farmer**  
Account Executive  
902-515-3436  
Lynn\_Farmer@SHI.com

**Julie Gabele**  
Account Executive  
916-704-8425  
Julie\_Gabele@SHI.com

**Amelia Jakubczyk**  
Account Executive  
303-723-5256  
Amelia\_Jakubczyk@SHI.com

**Andrea Keno**  
Account Executive  
425-457-2462  
Andrea\_Keno@SHI.com

**Angelo Krakoff**  
Account Executive  
425-802-7900  
Angelo\_Krakoff@SHI.com

**Erin Lupo**  
Account Executive  
312-545-3208  
Erin\_Lupo@SHI.com

**Guillermo Ortiz**  
Account Executive  
619-446-8100  
Guillermo\_Ortiz@SHI.com

**Lynda Olander**  
Account Executive  
916-203-5643  
Lynda\_Olander@SHI.com

**Dan Pressley**  
Account Executive  
801-230-9584  
Dan\_Pressley@SHI.com

**Rebecca Smith**  
Account Executive  
961-589-4882  
Rebecca\_Smith@SHI.com

**Sean Whalen**  
Account Executive  
872-202-9025  
Sean\_Whalen@SHI.com

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- h) Describe your history with providing similar sized Piggybacking contracts of this same size and scope.

**SHI Response:**

SHI is willing and currently supports the piggybacking agreement contracts of our customers. SHI works with current works with some of the largest Education Consortiums in Higher Education, such as NERCOMP, Inter-University Council of Ohio, and Independent Colleges of Washington as well as supports many K-12 procurement and contract offices such as: TX Department of information Resources (DIR), Montana Office of Public Instruction, Northeast Wyoming BOCES, South Dakota Bureau of Information and Telecommunications, Illinois Learning Technology Purchasing Program (ILTPP), CT RESC Alliance, California Educational Technology Professionals Association (CAMSA Agreement), Maryland Education Enterprise Consortium (MEEC), and Virginia Information Technologies Agency. While we work with these consortiums as a whole, we also support the needs of each individual district, school or government entity that utilizes these contract vehicles.

Within the State of California and for K12 specifically, SHI is experienced in administering Piggybacking agreements of similar size and scope under the umbrella of the California Educational Technology Professionals Association (CETPA) / CAMSA Agreement, and we look forward to working with Simi Valley to ensure the resulting agreement meets your needs in this regard.

**Examples of Current Statewide/Consortia Microsoft Contracts Managed by SHI**

State	Offering	State	Offering
Arkansas	K12/HE	New Mexico	K12
California	K12/HE	Oklahoma	K12/HE
Connecticut	K12/HE	South Carolina	K12/HE
Florida	K12/HE	South Dakota	K12/HE
Georgia	K12	Texas	K12/HE
Kentucky	K12	Utah	HE
Massachusetts	K12/HE	Virginia	K12/HE
Michigan	HE	Vermont	K12
New Hampshire	K12	Washington	HE
New Jersey	K12	Wisconsin	K12/HE
North Carolina	K12/HE		





### **3.3 Service:**

- a) Describe your Help Desk operations, including hours of operation, expected response time, and staffing levels.**

#### **SHI Response:**

##### **Help Desk Operations-Pre Sales Support**

Putting the people in place to support the customer is not enough. SHI believes that the members of the Account Team must be empowered and have the autonomy to respond to all customer requests. We have ensured that all sales personnel have the training and resources they need to immediately provide the customer with accurate, up-to-date information. Your Inside Account Managers has the autonomy to execute service issues such as expedites, returns and re-ships, invoices, and special price requests. With many of our competitors, the sales representative must submit a quote and information request to another department, resulting in a long delay for the customer.

At SHI, your Inside Account Managers will respond to quote requests within 4 business hours.

Simi Valley's dedicated Microsoft Licensing Executive Jessica Olsen is an additional resource that is available to assist you with managing your Microsoft Agreements and determining the right solution to fit your needs.

##### **Hours of Operation**

Your dedicated sales team will be available from 8:00 AM to 5:00 PM PST. SHI's website, [www.SHI.com](http://www.SHI.com) is available to our customers 24/7/365.

##### **Staffing Levels**

Your dedicated sales team is empowered to provide world class support to Simi Valley School District. Your Account Executive will engage with Simi Valley School District for Quarterly Business Review Meetings to ensure that world class support is being provided. While SHI will cover any topics that Simi Valley School District would like covered, areas typically include Executive Overview, Review of Customer spend, Review of SLA's, Major Accomplishments in area of cost savings, and setting of newly realized Goals/SLA's moving forward. In addition to Quarterly Business Reviews, your Account Executive is willing to meet with the Simi Valley School District additionally as needed. The SHI sales management team regularly reviews our volume and response time so that we can act quickly to enhance staffing levels as needed. We will ensure the training and qualifications of all staff prior to introducing them onto the contract.





**b) Describe your Ordering Process.**

**SHI Response:**

Customers can send an order to SHI through your on-line catalog at SHI.COM, or via Email or fax to your Inside Account Managers.

Once the customer submits the Manual Purchase Order (PO) to SHI, your Inside Account Managers reviews the PO to ensure that it is complete and meets the customer's requirements, i.e. that all approvals have been received or that the product conforms to the standards list. Once your Inside Account Manager deems that the order is correct and complete, he will enter the order into SHI's Order Management System. For those orders that are received via electronic procurement, the order is loaded in SHI's order management system and submitted to the Inside Account Manager for review. If the order passes this review, the Inside Account Manager sends the order for processing. If SHI is unable to fulfill the order because of missing or incorrect information, or any other reason, your Inside Account Manager will contact the buyer within 4 business hours.

Upon processing, the SHI Microsoft Licensing Department receives a report of all purchases and will send the customer order to Microsoft in accordance with Microsoft's requirements.

**c) Describe the level of service and support available to District and other public agencies participating in this contract.**

**SHI Response:**

As previously mentioned and detailed within our responses to sections 3.2.f and 3.2.g of this proposal, SHI provides a dedicated sales team to support Simi Valley School District's needs. In addition to SHI's CA K12 team, SHI also has a State & Local Government sales team to provide assistance to other public agencies under the Contract. Both the CA K12 and State & Local Government sales team will be managed by the sales inside sales manager to ensure uniformity in support and compliance with the contract.



- d) Describe all other value added services to be provided to the District and other public agencies that may choose to purchase off of this piggyback contract.

**SHI Response:**

SHI offers a wide range of value-add services around managing your Microsoft Licensing Agreements.

**Polaris License Consolidation Report:**

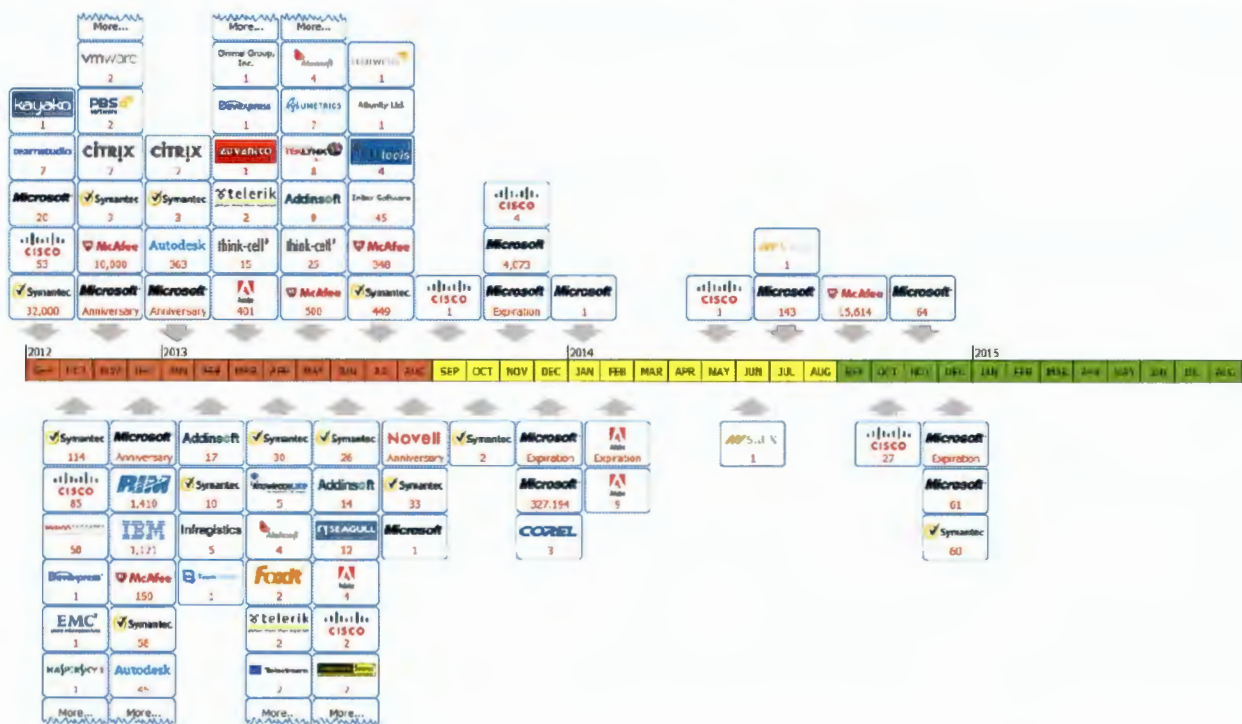
Provided at no charge, the License Consolidation Report (LCR) provides a summary of your purchases through the volume license programs (i.e. Microsoft Open, Select, or EA, etc.), with the appropriate entitlements and product use rights applied. This report provides a concise, easy to read format of your entitlements. The LCR provides:

- Clarity and control over your license investment
- Reduction in software costs by improving your license utilization
- Information regarding your software assets
- Insight into your license compliance before a Publisher audit
- A solid foundation for an ongoing SAM program

Polaris License Consolidation Report <span>View All</span>				
Manufacturer	Product	Qty	OnMaintenance	ExpiresOn
Microsoft	Core CAL (Device)	390	390	Sep-30-2015
Microsoft	Office Professional Plus 2013	390	390	Sep-30-2015
Microsoft	Windows Enterprise 8	390	390	Sep-30-2015
Microsoft	Exchange Standard CAL (Device) 2010	325	0	
Microsoft	Sharepoint Standard CAL (Device) 2010	325	0	
Microsoft	System Center Configuration Manager Client ML (Device) 2012	325	0	
Microsoft	Windows Server CAL (Device) 2008	325	0	
Microsoft	Windows Remote Desktop Services CAL (Device) 2012	225	225	Sep-30-2015
Microsoft	Windows Server CAL 2000	186	0	
Microsoft	Windows Terminal Services CAL 2000	95	0	

**Renewals Management Services**

SHI understands it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: Polaris Renewal Organizer (PRO). Available at no charge, PRO compiles your technology renewals in a centralized, rolling three year on-line timeline for simplified budgeting and renewal management.



## SHI will keep Simi Valley School District informed

SHI understands the importance of maintaining open communication with our customers and ensuring that you always have the most up-to-date and, even more importantly, correct information available. We provide several vehicles through which we ensure that our customers have the information they need to manage their Microsoft Licensing Agreements.





**Microsoft Newsletter**—delivered via email with links to the full newsletter, these quarterly updates provide the latest information regarding the Microsoft Licensing Programs and products.



Full cloud platforms and hybrid cloud solutions give customers a chance to discover hidden business potential and explore new initiatives. Thanks to [Microsoft's Cloud solutions](#) like [Azure](#), our customers are able to take their existing data center to the next level by migrating into the cloud. More specifically, the simplicity and flexibility of integrating on-premises apps with the cloud allows many organizations to accomplish more in less time, resulting in increased productivity and significant cost savings.

But having "anywhere, anytime" access to the information and functionality of those apps is what the cloud is all about.

When it comes to [accessing](#) [SaaS](#) and [Microsoft](#) ability to access business data on-the-go, [building a mobile cloud](#) has paths and challenges for building a mobile cloud.

For more Microsoft or cloud webcast in newsletter and reach out to your SHI Ac.

### Featured Promotions

Office 365 Volume Offer  
Office 365 for Nonprofits Offer  
CloudShare for Business with Office Online

### Resources

Product Free Trials (PFT)  
Product List  
Volume Licensing Benefits  
Licensing Hotline  
Microsoft Volume Licensing Service Center  
Microsoft Volume Licensing (VLS) Activation Instructions  
VLS Activation Assistance  
VLS Location Assistance

### Licensing Information

**Microsoft Office 365 Price Change: What Every Customer Needs to Know**  
Effective August 1, Microsoft increased pricing by 15 percent on its Office 365 Service Plans E1, E3 and E4, aligning them with the pricing offered back in May 2012.

**Microsoft SharePoint Purchases Will No Longer Receive Physical Media**  
As of August 18, new or renewing MSPH purchases will no longer receive physical media shipments. Current subscribers who receive MSPH physical media will continue to receive shipments for the remainder of their subscription term only.

**Now the Retirement of Microsoft's Select Plus Volume Lic**  
With the introduction of cloud services such as Office 365 a licensing model continued to grow more complex and gain terms. For that reason, Microsoft introduced its new volume Microsoft Product and Services Agreement (MPSA).

**Microsoft Will Discontinue MapPoint, Streets & Trips and**  
After December 31, customers with active three-year agreements upon signing may add more licenses until the end of their a

### Products and Solutions

**Microsoft Releases Out Release Candidate**  
Microsoft has released Visual Studio 2012 a "go-live" release. It is expected to be in beta in the next month or two.

### Upcoming SHI/Microsoft Events

**Just Announced! Microsoft Fall 2014 Webinar Series**  
SHI and Microsoft have been collaborating for a decade on various webinar series, providing thousands of procurement and IT professionals with the product and licensing options they need to support their end users. Check out our lineup of [Microsoft webinars](#) and register for the ones that best fit your needs!

**Upcoming Topics Include:**  
[Streamline the Value of Business Intelligence through SQL](#) – September 9 at 2:00PM EDT  
[Benefits of Migrating to Windows Server 2012](#) – September 16 at 2:00PM EDT  
[Take a Closer Look at Windows 8.1 – Including Mobile Devices](#) – September 23 at 2:00PM EDT

**Microsoft Spring 2014 Webinar Series Event Recordings**  
Each spring, SHI and Microsoft collaborate on a series of webinars designed to educate procurement and IT pros about the newest Microsoft product and licensing options. If you missed this year's webinars or are looking for a refresher, check out the event recordings with topics such as:  
[Software Asset Management](#)  
[Migrating to Office 365](#)  
[BYOD License Scenarios](#)

Click to see the [full list](#) of available recordings.

**SHI & Microsoft, Building a Mobile Cloud Solution Strategy That Works**  
Join SHI and Microsoft for a webcast as we discuss the potential paths and challenges when building a mobile cloud strategy that works for your business.  
October 13, 2014 – 11:00AM EDT [Register Here](#)

### Licensing News

**SHI Earns Microsoft's Operational Excellence Award for 11**  
SHI is proud to announce it has won Microsoft's Operational Excellence Award for 11th consecutive year, and 13th time overall. This honor is bestowed on organizations that demonstrate "market-leading operational excellence" in solutions and services.

### Hardware

**Scalpt Ergonomic Desktop**  
Microsoft's Scalpt Ergonomic Desktop is built on advanced ergonomic principles giving the user true comfort for lasting productivity. By providing a relaxed, comfortable computing experience, it enables you to work without the stress, strain or discomfort you may have felt with other keyboards.

Click [here](#) if you don't wish to receive these messages in the future



**Microsoft Specific Web Seminar Presentations**—SHI hosts a series of Web Seminars. These seminars cover a variety of topics relevant to the Microsoft Agreements and Technology. Current schedule is shown below. Register here: <https://analytics.clickdimensions.com/shicom-amoci/pages/etkdn4beeo3ggbqvqcasa.html>

**Which would you like to attend? \***

- ☐ Microsoft Server Cloud Enrollment (SCE) 1/23 at 2pm EST
- ☐ Reasons to Migrate to Windows 8.1 2/6 at 2pm EST
- ☐ Open Value and Open Business 2/20 at 2pm EST
- ☐ Software Asset Management 3/6 at 2pm EST
- ☐ Academic EES 3/20 at 2pm EST
- ☐ Licensing 101 4/3 at 2pm EST
- ☐ Office 365 4/17 at 2pm EST
- ☐ Mobile Devices with Windows 8.1 5/1 at 2pm EST
- ☐ BYOD (Bring Your Own Device) Licensing Scenarios 5/8 at 2pm EST
- ☐ Intune and Azure 5/15 at 2pm EST
- ☐ Migrating to Office 365 5/22 at 2pm EST
- ☐ How can Azure help your business? 5/29 at 2pm EST

**Microsoft Specific Marketing Pieces**—SHI will provide marketing pieces to key contacts within your organization. The marketing pieces will include those that we receive from Microsoft, those that SHI creates for a general audience, and those that SHI creates specific to you.



Dear Mrs. Smith,

SHI International Corp is excited about the opportunity to assist you in the implementation of your Microsoft Enterprise Agreement (EA). As a leading Microsoft ESA, SHI provides tremendous value in the execution, maintenance and administration of your Enterprise Agreement.

The table below highlights some of the Software Assurance (SA) benefits that have been awarded to your organization under your new EA agreement(s)\*.

Customer Name: ABC Corp.

Start Date: 7/1/2013

Enrollment Number: 1234567

End Date: 6/30/2016

SA Benefit	Eligible	Activated
Training Voucher	Yes	No
Planning Services	Yes	No
Home Use Program	Yes	No
E-Learning	Yes	No
24x7 Problem Resolution Support	Yes	No
TechNet Plus Direct	Yes	No
TechNet SA Subscription Services	Yes	No

**Need Assistance with your SA Benefits?**

**SHI Can Help!**

SHI has a dedicated Software Assurance team that can:

- Explain the benefits you have been awarded
- Assist with benefit activation
- Provide guidance with user administration
- Support VLSC site navigation

Contact me today to set up an SA Benefit and VLSC site discussion!





**SHI Blogs**—are short news articles to keep our customers up to date on the latest changes and trends impacting the IT industry.

Wednesday, September 18, 2013

## EAP, ECI, EWA, and SCE: The evolving landscape of Microsoft volume licensing

Posted by [Blake Gollnick](#) at 11:21 AM



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Remember the good old days when you likely had a simple choice between two volume licensing programs to license your Microsoft software: Select Agreement or Enterprise Agreement? Over the past three years, Microsoft has introduced new volume licensing program options that have provided organizations with more flexibility, but have also added another layer of complexity to the decision-making process. Most recently, [Microsoft announced a new program called Server and Cloud Enrollment](#) (SCE) slated for availability in the fourth quarter 2013, adding even more choices to its volume licensing pool.

SCE is designed to simplify the program terms, pricing, requirements, and decision points for organizations interested in committing to the products and technologies offered under this enrollment. As with any significant change, it is important to understand how organizations currently procure their licenses and

Subscribe to and read our most current blogs here: <http://blog.shi.com/>

### Software Asset Management Services-Polaris

In addition to the no cost services described above, SHI offers a suite of fee-based Software Asset Management Services. The cost of these services will be quoted based on the requested statement of work. SHI would welcome the opportunity to discuss these services in more detail with you.





### **Polaris Baseline**

Take control of your IT assets and manage them properly by upgrading your License Consolidation Report (LCR) to SHI's fee-based best practice SAM Baseline. SHI is extending a unique offer to its Microsoft volume license customers, allowing you to leverage our Full-Service Polaris Baseline service at a fraction of the services cost. Leveraging SHI's volume license expertise, dedicated SAM License Analysts and Discovery Engineers, and our experience with industry best practices, SHI compiles, analyzes, and shares with our customers their entitlements and usage information.

The Polaris Baseline is a one-time assessment of a single publisher of your choice identifies license surpluses and deficiencies that can be rectified. Based on the results of the baseline, we focus on the areas of greatest risk to your organization: products that are under or over licensed.

- **Install Position:** provides a concise view of the software deployed across your organization. Using inventory data collected from SHI's Discovery tools or inventory tools you have in place, the Install Position process de-duplicates and normalizes data for a precise report of your deployed software.
- **License Position:** provides a dynamic snapshot of your purchases and entitlements, taking into consideration the volume license agreements, maintenance agreements, contract amendments, license types, manufacturer mergers, product transitions. SHI's SAM-certified specialists analyze software entitlement-altering factors to ensure all products, licenses, and customer-specific agreements are addressed. The result: greater control, increased license compliance, and cost-savings/avoidance opportunities.
- **Gap Analysis:** combines SHI's Software Asset Management (SAM) certified experts, licensing specialists and best-in-class systems and tools to help you identify compliance risks and uncover surplus license opportunities. Results are confidential and securely published to SHI's Polaris Portal where you can access, sort, filter and download reports so that management has the facts they need to make strategic business decisions.
- **Polaris Portal:** The Software Asset Management Reports are accessible through SHI's secure Polaris Web Portal. These reports can be easily filtered, sorted, and downloaded as needed.

***Renewal portfolio*** – is a guide to help our customers you understand the specific Microsoft Volume Licensing Program that is currently being purchased under. This is a comprehensive report to outline the renewal process for the Microsoft EES subscription agreement. We are including a sample Renewal portfolio with this RFP response to give you an idea of the type of service we can provide to help simplify the process for you. Please see the attachments.

- e) **Specify your warranty for the software. Note: Contractor must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the District for a period of one year.**

### **SHI Response:**

As an authorized Microsoft partner, SHI will pass along Microsoft's warranty to the Simi Valley.





### 3.4 Pricing:

- a) Provide price for the Volume Licensing Product List Education for Enrollment Solutions software and services identified in paragraph 1.1 above, including all taxes and fees in the format specified below. Note: Costs not identified by the Contractor in the bid submission shall be borne by the Contractor and will not alter the requirements identified in this solicitation. Because other public agencies in the State of California may purchase items pursuant to the resulting contract, Contractor should provide any pricing based upon the volume of licenses sought (tiered pricing). The "price" category will be decided primarily by the prices submitted in response to the products listed below. However, the District will base a portion of its pricing score on prices submitted for the remaining products in the Volume Licensing product line.

Note: All pricing below is dependent upon Simi Valley entering into Microsoft Enrollment for Education Solutions under the CAMSA agreement. If Simi Valley enters into a 3-year enrollment term, pricing for products on the initial order will be maintained over that 3 year term as provided within the Microsoft Campus and School Agreement and Enrollment for Education Solutions. Note that our offer to Simi Valley School District is comprehensive for all Microsoft licensing and not just the items specified below; however unit prices for products outside of the EES initial order may change over time and will be priced according to the then-current Microsoft price list at the time of purchase.

The District currently utilizes Microsoft products. It is requesting pricing on the items and quantities for the Microsoft products listed below listed below:

Part Number	Item Name	Quantity	Unit Price
M6K-00001	Off365PA2 ShrdSvr ALNG SubsVL MVL PerUsr – Student	50000	\$0.00
5XS-00002	Off365ProPlusA ShrdSvr ALNG SubsVL MVL PerUsr – Student	50000	\$0.00
2UJ-00003	Acad Mvl All Lang 1 Yr Lic/Sa Pk Dt Education D Ent Cal Faculty-A	1	\$48.80
54R-00098	CS-MSITAcademy ALNG SubsVL MVL Srvc	1	\$1,332.500

In addition, to compare pricing, the District would like to get pricing for the additional products listed below. The District's exact numerical requirements for these additional items has not yet been established so please provide unit pricing:

Part Number	Item Name	Quantity	Unit Price
2UJ-00001	DsktpEdu ALNG LicSAPk MVL CoreCAL	1	\$41.60
2UJ-00003	DskpEdu ALNG LicSAPk MVL EntCAL	1	\$48.80
M6K-00001	Off365PA2 ShrdSvr ALNG SubsVL MVL PerUsr	1	\$0.00
5XS-00001	Off365ProPlusA ShrdSvr ALNG SubsVL MCL PerUsr	1	\$22.40
M7K-00018	Off365PA3 ShrdSvr ALNG SubsVL MVL AddOn fromCoreCAL/ECAL/OffPropls	1	\$24.60
M7K-00019	Off365PA3 ShrdSvr ALNG SubsVL MVL AddOn fromOffProPlus	1	\$30.75
P71-07280	WinSvrDataCtr ALNG LicSAPk MVL 2Proc	1	\$263.09
P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc	1	\$43.54
T6L-00237	SysCtrDatactr ALNG LicSAPk MVL 2Proc	1	\$199.38



T9L-00222	SysCtrStd ALNG LicSAPk MVL 2Proc	1	\$73.19
FUD-00936	CISDataCtr ALNG LicSPAk MVL 2Proc	1	439.36
YJD-01075	CISStd ALNG LicSAPk MVL 2Proc	1	\$110.95
UTD-00017	SQLParallelDtaWrhs ALNG LicSAPk MVL 2Lic CoreLic	1	\$3,584.96
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	1	\$1,139.72
D2M-00366	SQLSvrBsnssIntelligence ALNG LicSAPk MVL	1	\$712.29
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	1	\$297.17
228-04437	SQLSvrStd ALNG LicSAPk MVL	1	\$74.41
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	1	\$1,200.00

Part Number	Item Name	Quantity	Unit Price	Discount %	Piggybacking Option
CW@-00279	WinEntforSA ALNG UpgrdSAPk MVL	1	\$14.90	N/A	yes
2FJ-00001	OfficeProPlusEdu ALNG LicSAPk MVL	1	\$19.40	N/A	yes
54R-00098	CS-MSITAcademy ALNG SubsVL MVL Srvcs	1	\$1,332.50	N/A	yes
2UJ-00001	DsktpEdu ALNG LicSAPk MVL CoreCAL	1	\$41.60	N/A	yes
2UJ-00003	DsktpEdu ALNG LicSAPk MVL EntCAL	1	\$48.80	N/A	yes
M6K-00001	Off365PA@ ShrdSvr ALNG SubsVL MVL PerUsr	1	\$0.00	N/A	Yes
5XS-00001	Off365ProPlusA ShrdSvr ALNG SubsVL MVL PerUsr	1	\$22.40	N/A	Yes
M7K-00018	Off365PA3 ShrdSvr ALNG SubsVL MVL AddOn fromCoreCAL/ECAL/OffProPls	1	\$24.60	N/A	Yes
M7K-00019	Off365PA3 ShrdSvr ALNG SubsVL MVL AddOn fromOffProPlus	1	\$30.75	N/A	Yes
P71-07280	WinSvrDataCtr ALNG LicSAPk MVL 2Proc	1	\$263.09	N/A	Yes
P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc	1	\$43.54	N/A	Yes
6QK-00001	AzureMonetaryCommit SHrdSvr ALNG SubsVL MVL Commit	1	\$1,200.00	N/A	yes





### 3.5 References:

Contractor Name:	SHI International Corp.
Contractor shall provide information on at least one (1) and preferably a minimum of three (3) ACTIVE contracts within the last three years similar in size, scope, and technical complexity to the Scope of Work of this RFP. The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer.	

#### ACTIVE CONTRACT REFERENCE 1

Name of Client:	San Joaquin County Schools Data Processing Center
Name of Contact:	Randy G. Gibbs
Address:	2901 Arch-Airport Road Stockton, CA. 95206
Phone Number:	209-468-4869
Annual Dollar Value of Contract:	\$96,256
Start Date:	5-24-12
Completion Date:	Ongoing
Description of Service:	Microsoft licensing
Justification of Similar Size and Scope:	Current Microsoft CAMSA EES customer

#### ACTIVE CONTRACT REFERENCE 2

Name of Client:	Modesto City Schools
Name of Contact:	Cindy Minter Senior Director, Information and Technology Services (ITS)
Address:	1017 Reno Ave, Bldg A Modesto, CA 95351-2631
Phone Number:	209.550.3300 x5024
Annual Dollar Value of Contract:	\$189,312
Start Date:	6-1-13
Completion Date:	Ongoing
Description of Service:	Microsoft licensing
Justification of Similar Size and Scope:	Current Microsoft CAMSA EES customer



<u>ACTIVE CONTRACT REFERENCE 3</u>	
Name of Client:	Chino Valley Unified School District
Name of Contact:	Beverly Beemer, Director of Technology
Address:	5130 Riverside Drive Chino, California 91710
Phone Number:	(909)628-1201 ext. 1350
Annual Dollar Value of Contract:	\$135,522
Start Date:	5-19-14
Completion Date:	Ongoing
Description of Service:	Microsoft Licensing
Justification of Similar Size and Scope:	Their FTE # is similar to Simi's it is 1989 and they are utilizing the same CAMSA licensing products that Simi does & is mentioning in the RFP.

<u>ACTIVE CONTRACT REFERENCE 4</u>	
Name of Client:	Duarte USD
Name of Contact:	Sheri Callen Senior Director of Information Technology
Address:	1620 Huntington Drive Duarte CA 91010
Phone Number:	
Annual Dollar Value of Contract:	\$17,225
Start Date:	5/23/13
Completion Date:	Ongoing
Description of Service:	Microsoft Licensing
Justification of Similar Size and Scope:	Duarte USD is also using the CAMSA agreement, Office 365 and the Desktop Core Cal which is mentioned in the RFP.



#### Inactive References

Contractor Name:	SHI International Corp.
<p>Contractor shall provide information on at least one (1) and preferably a minimum of two (2) INACTIVE contracts within the last three years similar in size, scope, and technical complexity to the Scope of Work of this RFP.</p> <p>The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer.</p>	

<u>INACTIVE CONTRACT REFERENCE 1</u>	
Name of Client:	Cherry Creek School District
Name of Contact:	Jason Koenig, CIO
Address:	5416 S. Riveria Way, Centennial CO 80015
Phone Number:	720-554-5595
Annual Dollar Value of Contract:	\$260k
Start Date:	06/28/2010
Completion Date:	06/08/2014
Description of Service:	SHI managed Cherry Creek School District's Campus enrollment starting June 2010. The District moved to an EES in July 2011 and we managed the enrollment until losing the award due to cost June 2014.
Justification of Similar Size and Scope:	Prior customer for Microsoft EES licensing
Justification for Inactivity:	Price-only solicitation

Thank you for your consideration of our offer!