Title of Bid: Microsoft Enterprise Agreement - Amendment #1

Dept.: Information Systems  Contact Person: Matthew Seeds  Ext.: 7472

Description (product/service, justification and use):

Last year, the Saint Charles County Council approved an agreement on its May 13, 2019 Consent Agenda with SHI International for Microsoft Enterprise licensing of county computers. The term of this agreement is through May 31, 2022.

At that time, the primary focus of the new agreement was to maintain proper licensing for county computer devices with the understanding that additional security enhancements were also needed but would require time to evaluate which enhancements should be added. That evaluation is now complete and we are recommending the addition of Microsoft Enterprise Mobility + Security E5 licensing to our current agreement. If approved, these enhancements will be in place for the final 2 years of our previously-approved license agreement from 8/1/2020 through 5/31/2022.

The threats faced by IS can be substantially addressed by these additional services. For example Azure Advanced Threat Protection allows IS to identify suspicious user and device activity, protects user identities, and credentials and gives a clear picture of attacks on the system.

A breakdown of the security & licensing enhancements are as follows:
- Microsoft Defender Advanced Threat Protection
- Microsoft 365 Advanced Threat Protection
- Microsoft Azure Advanced Threat Protection
- Azure Information Protection
- Azure Active Directory Premium
- Advanced eDiscovery, Customer Lockbox, Advanced Data Governance, Service Encryption with Customer Key
- Privileged Access Management
- Microsoft Teams Dial-in Calling
- Power BI Pro for all users (Data Analytics report creation such as the COVID Dashboard)

Award to: SHI International  Location: Somerset, NJ

Price: $282,630.60  Contract term (if applicable): August 1, 2020 - May 31, 2022

Bid opening held on:  Opened by:

Account number to be charged for purchase: 3019800-47708

If bid was not awarded to lowest bidder, please explain:

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
FORMAL BID – REQUEST FOR APPROVAL

Additional Bids Received

The following additional bids were received:

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<tr>
<th>Vendor:</th>
<th>Location:</th>
<th>Meets all specifications:</th>
<th>Price:</th>
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For each vendor that doesn’t meet specifications, please explain why:

Vendor: ____________________________
Vendor: ____________________________

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

*Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.*

Department Director/Elected Official Signature

[Signature]

Date 7/17/2020

Approval or Concurrence of Director of Finance

[Signature]

Date 7/17/2020

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See Instructions at the top of pg. 1.

Director of Administration Signature

Date
AMENDMENT #1
TO PROJECT AND PRICE QUOTATION AGREEMENT BETWEEN
ST. CHARLES COUNTY AND SHI INTERNATIONAL CORP
FOR PROCUREMENT OF MICROSOFT LICENSING SERVICES 2019-2022
(ADDITIONAL SERVICES)

THIS AMENDMENT #1 TO PROJECT AND PRICE QUOTATION AGREEMENT
(hereinafter, "Amendment #1") is entered into by SHI International Corp. (hereinafter, "SHI") and
St. Charles County, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, in 2019, the County elected to exercise its right to continue to procure the
Microsoft Licensing and Azure services pursuant to the Cooperative Procurement provisions of
the State of Missouri Office of Administration Contract No. CT160910001 for Statewide PC
Prime Vendor Services awarded by the State of Missouri to SHI International Corp., pursuant to
RFPT30034901600910, (hereinafter “New OA Contract”); and

WHEREAS, on June 13, 2019, the County and SHI entered into a Project and Price
Quotation Agreement Between St. Charles County and SHI International Corp for
Procurement of Microsoft Licensing Services 2019-2022 (hereinafter “Original Project and
Price Quotation Agreement”) for Microsoft Licensing and Azure Services; and

WHEREAS, Paragraph (6) ADDITIONAL SERVICES, of the Original Project and Price
Quotation Agreement provides for the County's right to direct additional Microsoft Enterprise
Licensing Services upon the parties negotiating and executing an Amendment to the Original
Project and Price Quotation Agreement prior to SHI performing the additional services or incurring
any additional cost therefor; and

WHEREAS; the County seeks to purchase additional Microsoft Enterprise services and
SHI is willing to provide said additional services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and
representations contained herein, the parties agree as follows:

1. ADDITIONAL SERVICES DESCRIPTION AND SCOPE: The County hereby
agrees to purchase and SHI hereby agrees to furnish the professional, technical, and other
personnel and the equipment, material and all other things necessary to perform the Microsoft
Licensing Services listed in the Pricing Proposal Quotation # 18895806 for Reference # EA
53464890, attached hereto and made part hereof as Exhibit A and made a part hereof (hereinafter,
"Amendment #1 Pricing Quotation").

2. ADDITIONAL SERVICES PRICING AND TERM: SHI hereby agrees to provide
the additional Microsoft Licensing Services under this Amendment #1 to PPAQ on the firm fixed
unit price basis, and for the covered period under the Coverage Term field, as set forth in Exhibit
A, Amendment #1 Pricing Quotation, accepted by the County. The fees stated in Paragraph (3)
FEES of the Original Project and Price Quotation Agreement are hereby revised to account for the additional services pursuant to this Amendment #1, as follows: the annual amount due to SHI for all Microsoft Licensing Services for the period ending May 31, 2021 is hereby increased by $128,469.60, and the annual amount due to SHI for all Microsoft Licensing Services for the period ending May 31, 2022 is increased by $154,161. The total contract price for all services to be rendered through May 31, 2022 for the Microsoft Licensing and Azure services under the Original Project and Pricing Quotation and this Amendment #1 shall be increased by $282,630.60, for a total anticipated contract price for all three (3) years of $1,840,323.60.

(3) ORIGINAL AGREEMENT: Except as modified, amended or supplemented by this Amendment #1, the terms of the Original Project and Price Quotation Agreement shall remain in full force and effect and shall extend to this Amendment #1 as if restated herein in its entirety.

IN WITNESS WHEREOF, the Parties have entered into this Amendment #1 on the date last written below.

Executed by SHI the 14th day of July 2020.

Executed by the County the _______ day of _________________, 2020.

SHI INTERNATIONAL CORP.                     ST. CHARLES COUNTY, MISSOURI

Signature: Kristina Mann                      Signature: ____________________________

Printed Name: Kristina Mann                   Printed Name: _________________________

Title: Sr. Lead Contracts Specialist         Title: ________________________________

ATTEST:

Signature: ________________________________

Printed Name: Cassie Skelton                 Printed Name: _________________________

Title: Senior Manager - Contracts            Title: ________________________________

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.
Director of Finance

Date
County of Saint Charles

Joe Moll
100 North 3rd Street
Suite 205
St. Charles, MO 63301-0000
United States
Phone: 636-949-7900
Fax:
Email: jmoll@sccmo.org

All Prices are in US Dollar (USD)

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<th>Product</th>
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<td>Note: Year 3 of 3</td>
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<td>Total</td>
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<td>$282,620.60</td>
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Additional Comments

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level. Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4064. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3006549; DUNS# 61-1429481; CCR# 61-243575G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.
Title of Bid: Microsoft Enterprise Agreement Renewal (2019-2022)  
Dept.: Information Systems  
Contact Person: Simon Huang  
Ext.: 7472

Description (product/service, justification and use):

This purchase is made under the State of MO PC Prime vendor contract with SHI. SHI is the reseller for Microsoft products for the State and related agencies utilizing the contract.

Please see attached memo for more detail.

Award to: SHI  
Location: Somerset, NJ

Price: $4,558,654.00  
Contract term (if applicable): 3 years

Bid opening held on:  
Opened by:  
Account number to be charged for purchase: 0910810-47708

If bid was not awarded to lowest bidder, please explain:

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
PROJECT AND PRICE QUOTATION AGREEMENT BETWEEN
ST. CHARLES COUNTY AND SHI INTERNATIONAL CORP
FOR PROCUREMENT OF MICROSOFT LISCENCING SERVICES 2019-2022

THIS PROJECT AND PRICE QUOTATION AGREEMENT (hereinafter, "Agreement") is entered into by SHI International Corp (hereinafter, "SHI") and St. Charles County, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, on May 9, 2016 the County elected to exercise its right to procure the Microsoft services pursuant to the Cooperative Procurement provisions of the State of Missouri Office of Administration Contract No. C211034001 between State of Missouri and the selected Prime Vendor (hereinafter, "Original OA Contract");

WHEREAS, the Information Systems Department procured the Microsoft Licensing and Azure Services under the Original OA Contract for the first year in 2016, (EA Enrollment # 63593241 for Licensing Services and Azure Enrollment # 58649819 for Azure Government Cloud) and sought amended approval of its purchase authorizations for the succeeding two years, and approval to adopt the terms of the Original OA Contract as they existed at the inception of the services in 2016 through the expiration of the Original OA Contract; and

WHEREAS, the Original OA Contract was last extended through, and expired on March 31, 2018, being replaced by the new contract No. CT160910001 for Statewide PC Prime Vendor Services awarded by the State of Missouri to SHI International Corp., pursuant to RFPT300349016000910, with an effective start date of February 9, 2018, (hereinafter “New OA Contract”), and providing the County continued procurement authority for Microsoft licensing and Azure services through its Cooperative Procurement provision.

WHEREAS, the County is exercising its right to continue to procure the Microsoft Licensing Services from SHI through the New OA Contract, under the terms and provisions of the documents listed in the Program Signature Form MO-dbeale12142012 for Agreement number 01E73365 between OA and Microsoft, listing Enterprise Agreement # X20-03196, attached hereto as Exhibit I and made part hereof (hereinafter “OA Master Enterprise Agreement #01E73365”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

1) PURPOSE: Pursuant to the Cooperative Procurement provision of the New OA Contract, the County has requested this Project and Price Quotation (hereinafter “Quotation”) from SHI for Microsoft Licensing Services. The purpose of this Agreement is to document in writing the County’s acquisition of Microsoft Licensing Services pursuant to the OA Master Enterprise Agreement #01E73365 between OA and Microsoft, established under the New OA Contract between OA and SHI setting forth the provisions governing the acquisition of MS products by OA and other government entities through SHI.
(2) SCOPE OF SERVICES: In response to the County’s request to acquire Microsoft Licensing Services, SHI provided the County with the Program Signature Form 304447 for Agreement number 01E73365, listing all Microsoft Licensing Documentation required by Microsoft, attached hereto as Exhibit II and made a part hereof (hereinafter “SCC Enterprise Agreement #X20-10634 / 53464890”), and the Pricing Proposal Quotation # 16913829 for Reference # EA 53464890, attached hereto as Exhibit III and made a part hereof (hereinafter “Pricing Quotation”). SHI hereby agrees to furnish the professional, technical, and other personnel and the equipment, material and all other things necessary to perform the Microsoft Licensing Services under all documentation listed in the SCC Enterprise Agreement #X20-10634 / 53464890 on the firm fixed unit price basis set forth in the Pricing Quotation accepted by the County.

(2) CONTRACT PERIOD: The following time periods apply to the services under this Agreement:

(A) Enterprise Licensing Period: The SCC Enterprise Agreement #X20-10634 / 53464890, which governs the terms of the license granted to the County by Microsoft for the Microsoft Enterprise services, provides for a term duration of the Licensing of 36 months, renewable upon each term expiration date for subsequent 36-month periods. The 36-month Microsoft Enterprise Licensing term being renewed under the SCC Enterprise Agreement #X20-10634 / 53464890, starts June 1, 2019 and ends on May 31, 2022 (hereinafter “Enterprise Licensing Period”). This documentation provides the County with the right to use the licensed Microsoft Enterprise product for a continuous 36 months period, so long as all parties to the agreement comply with all the terms of the MS Renewal.

(B) Procurement Under New OA Contract: Under the New OA Contract, the County has the following options:

1. Original Agreement Period: The current term of the New OA Contract expires on June 30, 2020, and it is renewable by notice from the Missouri Office of Administration (OA) to SHI. Because this Agreement is entered into pursuant to the Cooperative Procurement Authority granted to the County by the New OA Agreement, the Original term of this Agreement shall also expire on June 30, 2020.

2. Automatic Renewals: The County hereby agrees to continue its procurement of the Microsoft Licensing services from SHI under the New OA Contract for as long as the New OA Contract is renewed, is in force and has not otherwise terminated, up to the entire Enterprise Licensing Period. This Agreement is automatically renewed for each and all subsequent renewal periods of time corresponding to each renewal option exercised by the OA under the New OA Contract, and for as long as the SCC Enterprise Agreement #X20-10634 / 53464890 is in force and in place.

(3) FEES: The amount to be paid to SHI by the County as full remuneration for the performance of all services called for in this Agreement is based on the firm fixed unit price rates that are set forth in Exhibit III, attached hereto and made a part of this Agreement. As stated in
Exhibit III, the unit price rates associated with these Microsoft Enterprise Licensing services provided by SHI to the County for the given quantity of units for the entire Enterprise Licensing Period (June 1, 2019 through May 31, 2022), shall be at the annual contract price of $519,231, starting June 1, 2019, for a total anticipated contract price for all three (3) years of $1,557,693.

(4) TERMINATION: Should the New OA Contract terminate at any time within the Enterprise Licensing Period, this Agreement shall also terminate, such termination having the same effective date as the New OA Agreement termination. In such event, all pending projects shall be closed in accordance with the provisions of the New OA Contract governing the same. Should the SCC Enterprise Agreement #X20-10634 / 53464890 terminate by either the County or Microsoft pursuant to the terms therein, this Agreement shall also terminate effective the same date as the SCC Enterprise Agreement #X20-10634 / 53464890 termination date.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of SHI and the County.

(6) ADDITIONAL SERVICES: The County reserves the right to direct additional Enterprise Licensing services not described in Exhibit II, but within the overall scope of work described in the OA New Prime Vendor Agreement, as changed or unforeseen conditions may require. Such direction by the County shall not be a breach of this Agreement. In this event, an Amendment to this Agreement will be negotiated and executed prior to SHI performing the additional or changed services or incurring any additional cost therefor, as provided in Paragraph (5) AMENDMENTS.

(7) GOVERNING PROVISIONS: SHI and the County hereby acknowledge and agree that the contractual relationship established under this Agreement between them is governed by all applicable terms and conditions provided for and contained in the OA New Prime Vendor Agreement, which is hereby made a part of and incorporated into this Agreement through this reference as if specifically set forth in its entirety, and the OA Master Enterprise Agreement #01E73365 attached as Exhibit I and made part hereof. To the extent of conflict between terms in the OA New Prime Vendor Agreement and the OA Master Enterprise Agreement #01E73365, the terms of this Agreement shall govern.

(8) LIST OF EXHIBITS: The referenced exhibits and the documentation contained in each exhibit attached to and made a part of this Agreement are as follows:

SCCMO MS EA 2019-2022 EXHIBIT I
OA Master Enterprise Agreement #01E73365 [19 pages]

- Program Signature Form – Volume Licensing (MO-dbeale12142012 / Agreement number 01E73365) [3 pages]
- Enterprise Agreement – Volume Licensing – State and Local (Document X20-03196) [15 pages]
- Amendment – ID CTM (NEW) [1 page]
SCCMO MS EA 2019-2022 EXHIBIT II
SCCMO Enterprise Enrollment [16 pages]

➤ Program Signature Form 304447 / Agreement number 01E73365 [2 pages]
  ✔ Enterprise Enrollment [10 pages]
  ✔ Amendment to Contract Documents 304447 / M97 / PLSS [1 page]
  ✔ Enterprise Enrollment Product Selection Form – Proposal ID 0850830.003 [2 pages]
➤ Previous Enrollment(s)/Agreement(s) Form [1 page]

SCCMO MS EA 2019-2022 EXHIBIT III
Pricing Quotation [2 pages]

➤ Pricing Proposal Quotation #16988292 / Reference # current EA #63593241 [2 pages]

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]
IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date last written below.

Executed by SHI the 27th day of June, 2019.

Executed by the County the 1st day of July, 2019.

SHI INTERNATIONAL CORP.
Signature: Kristina Mann
Printed Name: Kristina Mann
Title: Sr. Lead Contracts Specialist

ST. CHARLES COUNTY, MISSOURI
Signature: 
Printed Name: Steve Ehlmann
Title: County Executive

ATTEST:

Signature: 
Printed Name: Marc Poole
Title: Lead RFP Specialist

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/25/2021

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Director of Finance

Date