



COMMISSIONERS COURT  
COMMUNICATION

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 11

DATE: 10/1/2024

**SUBJECT: CONSIDERATION OF SECOND AMENDMENT - RFO NO. 2023-104 - ANNUAL CONTRACT FOR MICROSOFT ENTERPRISE LICENSES - #DIR-CPO-5237 - INFORMATION TECHNOLOGY - SHI GOVERNMENT SOLUTIONS, INC.**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider the second Amendment to RFO No. 2023-104, Annual Contract for Microsoft Enterprise Licenses, utilizing the State of Texas Department of Information Resources (DIR) Contract #DIR-CPO-5237, for Information Technology, with SHI Government Solutions, Inc.

**BACKGROUND**

On April 18, 2023, the Commissioners Court, through Court Order #140739, approved RFO No. 2023-104, Annual Contract for Microsoft Enterprise Licenses, for Information Technology, with SHI Government Solutions, Inc.

On April 16, 2024, the Commissioners Court, through Court Order #142996, approved the first amendment for the establishment of an Azure Commercial tenant dedicated to hosting applications and services are not governed by CJIS requirements.

The original award for Microsoft Enterprise Licenses provided for a license model referred to as Microsoft 365 Government G3, a government-focused plan including core security and identity management capabilities.

The Second Amendment is to upgrade to a Microsoft 365 Government G5 plan which features advanced security and compliance capabilities and scalable business analytics.

The term of the contract is thirty-six (36) months, effective through April 30, 2026.

The contract is attached for approval and signature. The Criminal District Attorney’s Office reviewed this contract as to form.

**FISCAL IMPACT**

The requested upgrade results in a net increase of \$588,246.75 for the remaining seven (7) months of Year 2 and \$1,135,719.00 for Year 3.

Funding in the amount of \$1,723,965.75 is available in account 10000-2025 General Fund/1810320000 IT Service Delivery/578025 Software Maintenance and Licenses.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

75

Co# 144028



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SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



Pricing Proposal  
 Quotation #: 25266754  
 Created On: Sep-04-2024  
 Valid Until: Oct-30-2024

**TX-Tarrant County 911 District**

**Microsoft Inside Account Manager**

**Carolyn Bogan**

200 Taylor St  
 Fort Worth  
 TX  
 76196  
 Phone: (817) 212-7473  
 Fax:  
 Email: CJBogan@tarrantcountytx.gov

**Vivien Cruz**

290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 732-868-5926  
 Fax:  
 Email: vivien\_cruz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 M365 G5 GCC SU M365 G3 Per User Microsoft - Part#: AAL-45737 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: Oct-01-2024 – Apr-30-2025 <b>Note:</b> 7 months, Year 2 of 3, invoices upon purchase. Special Pricing	5525	\$129.33	\$106.47	\$588,246.75
2 M365 G5 GCC SU M365 G3 Per User Microsoft - Part#: AAL-45737 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: May-01-2025 – Apr-30-2026 <b>Note:</b> 12 months, Year 3 of 3, invoices May-01-2025. Special Pricing	5525	\$249.60	\$205.56	\$1,135,719.00
			Subtotal	\$1,723,965.75
			Shipping	\$0.00
			<b>Total</b>	<b>\$1,723,965.75</b>

**Additional Comments**

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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

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

## Program Signature Form

MBA/MBSA number

01E73535

7-3AOV2ZRBFA

Agreement number

01E73535

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

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


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

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M667(54362908)
Discount Transparency Disclosure Form	2651671.006 DTFD
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

**Customer**

Name of Entity (must be legal entity name)\* Tarrant County

Signature\* 

---

Printed First and Last Name\* Tim O'Hare

Printed Title Tarrant County Judge

Signature Date\* 10/1/2024

---

Tax ID

\* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	<u>Denisse Martinez Martinez</u>
Printed First and Last Name	Denisse Martinez Martinez
Printed Title	Microsoft Authorized Signatory
Signature Date (date Microsoft Affiliate countersigns)	Sep-06-2024
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

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

\* indicates required field

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

\* indicates required field

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

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

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

## Amendment to Contract Documents

Enrollment Number

54362908

7-3AOV2ZRBFA

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment Special Ramped Pricing Amendment M667

Microsoft is providing Enrolled Affiliate with one-time special ramped pricing for the Products listed in the table below only during the initial term of the Enrollment to help offset deployment and/or dual running costs and better align Enrolled Affiliate's investment with realized business value in those years. Accordingly, the parties agree that during the initial term of this Enrollment, Enrolled Affiliate may not reduce the stated Minimum Seat Quantity for any Product listed in the table below.

Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-45737	M365 G5 GCC SU M365 G3 Per User	5525

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

#### Microsoft Internal Use Only:

(M667)EnrAmend(M365E5SpecialRampedPricing)(VW)(ENG)(Nov2022)(IU).docx		M667	B
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# Microsoft | Volume Licensing

## Discount Transparency Disclosure Form

Date: 9/5/2024  
Program: Enterprise 6  
Enrollment Number: 54362908  
Quote Number: 2651671.006  
Reseller Name: SHI International Corp.  
Reseller Address: 290 Davidson Ave  
Somerset, New Jersey, US, 08873-4145

### Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

### For Ordered Products

Currency	Maximum Resale Price
US Dollar	2,159,170.00

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: SHI International Corp.

Customer: Tarrant County

Signature of Customer's authorized representative: 

Printed name: Tim O'Hare

Printed title: Tarrant County Judge

Date: 10/1/2024

**SECTION 1 - Monthly Subscriptions**

**Ordered Product Pricing & Usage Year 2**

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
<b>Enterprise</b>									
M365 G5 GCC SU M365 G3 Per User	AAL-45737	Adjustable	10/1/2024	Monthly	7	19.40	5,525	United States	750,295.00
<b>Total Year 2 Maximum Price Monthly Subscriptions</b>									<b>750,295.00</b>

**Ordered Product Pricing & Usage Year 3**

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
<b>Enterprise</b>									
M365 G5 GCC SU M365 G3 Per User	AAL-45737	Adjustable	-	Monthly	12	21.25	5,525	United States	1,408,875.00
<b>Total Year 3 Maximum Price Monthly Subscriptions</b>									<b>1,408,875.00</b>

Future Pricing		
Enterprise Online Services		
Product Description	Part Number	Max Price(USD) / Month
Future Monthly - Enterprise Online Services		
M365 G5 GCC SU M365 G3 Per User	AAL-45737	23.10

09162024

APPROVED AS TO FORM:

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

CERTIFICATION OF  
AVAILABLE FUNDS: \$ 1,723,965.75

Kimberly M. Buchanan  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



Pricing Proposal  
 Quotation #: 25266754  
 Created On: 9/4/2024  
 Valid Until: 10/30/2024

**TX-Tarrant County**

**Microsoft Inside Account Manager**

**Carolyn Bogan**

1022 North Calhoun  
 Fort Worth,, TX 76106  
 United States  
 Phone:  
 Fax:  
 Email: CJBogan@tarrantcountytx.gov

**Vivien Cruz**

290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 732-868-5926  
 Fax:  
 Email: vivien\_cruz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
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2 M365 G5 GCC SU M365 G3 Per User Microsoft - Part#: AAL-45737 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 <b>Note:</b> 12 months, Year 3 of 3, invoices May-01-2025. Special Pricing	5525	\$205.56	\$1,135,719.00
		Subtotal	\$1,723,965.75
		Shipping	\$0.00
		<b>Total</b>	<b>\$1,723,965.75</b>

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<Choose Enrollment/Registration>	Document Number or Code
Amendment	M667(54362908)
Discount Transparency Disclosure Form	2651671.006_DTDF
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer
<b>Name of Entity (must be legal entity name)*</b> Tarrant County
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
<b>Signature</b>	<u>Denisse Martinez Martinez</u>
<b>Printed First and Last Name</b>	Denisse Martinez Martinez
<b>Printed Title</b>	Microsoft Authorized Signatory
<b>Signature Date</b> (date Microsoft Affiliate countersigns)	Sep-06-2024
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

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

\* indicates required field

Outsourcer	
<b>Name of Entity (must be legal entity name)*</b>	
<b>Signature*</b>	_____
<b>Printed First and Last Name*</b>	
<b>Printed Title</b>	
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If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

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Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-45737	M365 G5 GCC SU M365 G3 Per User	5525

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

#### Microsoft Internal Use Only:

(M667)EnrAmend(M365E5SpecialRampedPricing)(WW)(ENG)(Nov2022)(IU).docx		M667	B
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# Microsoft | Volume Licensing

## Discount Transparency Disclosure Form

Date: 9/5/2024  
Program: Enterprise 6  
Enrollment Number: 54362908  
Quote Number: 2651671.006  
Reseller Name: SHI International Corp.  
Reseller Address: 290 Davidson Ave  
Somerset, New Jersey, US, 08873-4145

### Discount Details

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### For Ordered Products

Currency	Maximum Resale Price
US Dollar	2,159,170.00

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"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: SHI International Corp.

Customer: Tarrant County

Signature of Customer's authorized representative:

Printed name:

Printed title:

Date:

**SECTION 1 - Monthly Subscriptions**

**Ordered Product Pricing & Usage Year 2**

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
<b>Enterprise</b>									
M365 G5 GCC SU M365 G3 Per User	AAL-45737	Adjustable	10/1/2024	Monthly	7	19.40	5,525	United States	750,295.00
Total Year 2 Maximum Price Monthly Subscriptions									750,295.00

**Ordered Product Pricing & Usage Year 3**

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
<b>Enterprise</b>									
M365 G5 GCC SU M365 G3 Per User	AAL-45737	Adjustable	-	Monthly	12	21.25	5,525	United States	1,408,875.00
Total Year 3 Maximum Price Monthly Subscriptions									1,408,875.00

Future Pricing		
Enterprise Online Services		
Product Description	Part Number	Max Price(USD) / Month
<b>Future Monthly - Enterprise Online Services</b>		
M365 G5 GCC SU M365 G3 Per User	AAL-45737	23.10

09162024

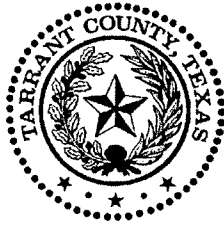
APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



**TAKINGS IMPACT ASSESSMENT CHECKLIST**

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Second Amendment - RFO No. 2023-104 - Annual Contract for Microsoft Enterprise Licenses - #DIR-CPO-5237 - Information Technology - SHI Government Solutions, Inc.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

**I. Stated Purpose**

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

\*\*\*\*\*

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

**II. Potential Effect on Private Real Property**

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes \_\_\_\_\_ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes \_\_\_\_\_ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*