



Softchoice Proposal

**KINGS COUNTY OFFICE OF EDUCATION**  
**MICROSOFT PRODUCTS – COE-WIDE**  
PROJECT NO. 2024-04

**Submitted to: Edward Bonham, Chief Technology Officer**

**Email: [edwardb@kingscoe.org](mailto:edwardb@kingscoe.org)**

**Deadline: May 22, 2024, 10:00 am**

**Softchoice Point of Contact:**

**William Miller, Territory Sales Leader – Public Sector**

**Telephone: (312) 752-3216**

**Address: 314 W. Superior St., Suite 400, Chicago, IL, 60654**

**Email: [william.miller@softchoice.com](mailto:william.miller@softchoice.com)**

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## Softchoice Proposal

### Response to 3.1: General

a) State whether you are Microsoft-authorized Licensing Solutions Provider (LSP).

#### *Softchoice Response*

Yes, Softchoice is an authorized Microsoft Licensing Solutions Provider (LSP) and Enterprise Software Advisor (ESA), collectively referred to as a Microsoft LSP, as the two authorizations of ESA and LSP combined are commonly referred to as LSP status.

Softchoice Microsoft Certification Level:

- Gold Messaging
- Gold Software Asset Management
- Gold Communications
- Gold Collaboration and Content
- Gold Cloud Platform
- Gold Datacenter
- Gold Cloud Productivity
- Gold Small and Midmarket Cloud Solutions

These Gold Certifications allows Softchoice to deliver solutions and services for:

- Microsoft Certified Solution Expert: Cloud Platform and Infrastructure (Azure)
- Microsoft office Specialist (includes O365)
- Microsoft Certified Solutions Expert: Messaging (Exchange).

Additionally, our Microsoft services catalog includes:

- Workload Assessment
- Enterprise Mobility & Security (EMS) Assessment
- Teams Accelerator
- Productivity Readiness Assessment
- Office 365 Accelerator
- Managed Office 365
- Managed Cloud
- Data Center Technology Review

- Licensing Assessment
- Public Cloud Accelerator
- Microsoft CSP Services
- Adoption and Change Management Services
- Remote Access (Windows Virtual Desktop)

**Why Softchoice?**

- We are a Microsoft Gold Partner with over 30 years of experience in delivering Microsoft solutions to customers across North America.
- We have a team of over 200 Microsoft-certified experts who can help you design, deploy, manage, and optimize your Microsoft environment.
- We have a dedicated Microsoft Licensing Practice that specializes in helping you navigate the complex and ever-changing Microsoft licensing landscape.
- We offer a range of Microsoft licensing services, including assessments, audits, renewals, migrations, optimization, and compliance.
- We have access to exclusive Microsoft programs and incentives that can help you save costs, enhance security, and increase productivity.

Please see an Attestation Letter from Microsoft on the following pages:

Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399

Tel 425 882 8080  
Fax 425 706 7329  
www.microsoft.com



May 16, 2024  
Kings County Office of Education  
PROJECT NO. 2024-04 MICROSOFT PRODUCTS – COE-WIDE

To whom it may concern,

On July 18, 2023, the Microsoft Partner Network was renamed to the Microsoft AI Cloud Partner Program. In the Microsoft Partner Network, a partner's technical capabilities in Microsoft products or technologies were demonstrated by attaining silver and gold competencies.

For the purposes of in-progress Request For Proposal (RFP), this letter confirms that the partner named below did hold the legacy Microsoft Partner Networks competencies listed below and is still able to receive the benefits associated with them.

Softchoice (Partner ID: 1018856)  
314 W. Superior St  
Suite #400  
Chicago, IL - 60654-3538  
United States

**Legacy competencies :** Demonstrate technical capabilities in Microsoft products or technologies.

- Gold Messaging
- Gold Application Integration
- Gold DevOps
- Gold Data Analytics
- Gold Data Platform
- Gold Enterprise Resource Planning
- Gold Project and Portfolio Management
- Gold Communications
- Gold Application Development
- Gold Collaboration and Content
- Gold Cloud Platform

Microsoft Corporation is an equal opportunity employer.

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- Gold Datacenter
- Gold Cloud Productivity
- Gold Small and Midmarket Cloud Solutions
- Gold Enterprise Mobility Management
- Gold Windows and Devices
- Gold Security

In the new Microsoft AI Cloud Partner Program, competencies are no longer offered. Instead, partners can attain Solutions Partner designations to showcase their organization's technical capabilities, experience, and ability to deliver successful customer outcomes aligned to the Microsoft Cloud.

Softchoice is currently doing business with Microsoft in the following locations:

- Softchoice LP, CA, Oakville (Oakville) (Partner ID: 514557)
- Softchoice Corporation, US, Seattle (Seattle) (Partner ID: 547346)
- Softchoice Corporation, US, Mclean (Mclean) (Partner ID: 639645)
- Softchoice, US, La Jolla (La Jolla) (Partner ID: 658604)
- Softchoice LP, CA, TORONTO (TORONTO) (Partner ID: 667319)
- Softchoice, US, Chicago (Chicago) (Partner ID: 761738)
- Softchoice Corporation, US, Portland (Portland) (Partner ID: 881339)
- Softchoice Corporation, US, Denver (Denver) (Partner ID: 907408)
- Softchoice Corporation, US, San Francisco (San Francisco) (Partner ID: 920670)
- Softchoice Corporation, US, Indianapolis (Indianapolis) (Partner ID: 968487)
- Softchoice Corporation, US, Los Angeles (Los Angeles) (Partner ID: 968491)
- Softchoice LP, CA, Vancouver (Vancouver) (Partner ID: 985939)
- Softchoice LP, CA, Montreal (Montreal) (Partner ID: 985944)
- Softchoice LP, CA, TORONTO (TORONTO) (Partner ID: 985946)
- Softchoice LP, CA, Ottawa (Ottawa) (Partner ID: 987058)
- Softchoice, US, St. Louis (Saint Louis) (Partner ID: 993438)
- Softchoice LP, CA, Calgary (Calgary) (Partner ID: 1472006)
- Softchoice Corporation, US, Orlando (Orlando) (Partner ID: 1891274)
- Softchoice LP, CA, Fredericton (Fredericton) (Partner ID: 4450765)
- Softchoice LP, CA, Quebec (Quebec) (Partner ID: 4450770)
- Softchoice Corporation, US, Tampa (Tampa) (Partner ID: 4787609)

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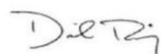
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399

Tel 425 882 8080  
Fax 425 706 7329  
www.microsoft.com



- Softchoice Corporation, US, Philadelphia (Philadelphia) (Partner ID: 4787610)
- Softchoice Corporation, US, New York (New York) (Partner ID: 4787612)
- Softchoice Corporation, US, Minneapolis (Minneapolis) (Partner ID: 4787615)
- Softchoice Corporation, US, Overland Park (Overland Park) (Partner ID: 4787616)
- Softchoice LP, CA, Halifax (Halifax) (Partner ID: 4787619)
- Softchoice Corporation, US, Cleveland (Cleveland) (Partner ID: 4787622)
- Softchoice Corporation, US, Norcross (Norcross) (Partner ID: 4788053)
- Softchoice Corporation, US, Columbus (Columbus) (Partner ID: 4788056)
- Softchoice Corporation, US, Dallas (Dallas) (Partner ID: 4788059)
- Softchoice Corporation, US, Houston (Houston) (Partner ID: 4788060)
- Softchoice Corporation, US, Irvine (Irvine) (Partner ID: 4788061)
- Softchoice Corporation, US, Milwaukee (Milwaukee) (Partner ID: 4788064)
- Softchoice Corporation, US, Phoenix (Phoenix) (Partner ID: 4788069)
- Softchoice Corporation, US, Midvale (Midvale) (Partner ID: 4788074)
- Softchoice Corporation, US, Tempe (Tempe) (Partner ID: 4788075)
- Softchoice Corporation, US, Norwalk (Norwalk) (Partner ID: 4788078)
- Softchoice Corporation, US, Quincy (Quincy) (Partner ID: 4788085)
- Softchoice Corp, CA, TORONTO (TORONTO) (Partner ID: 5189324)
- Softchoice Corp, CA, TORONTO (TORONTO) (Partner ID: 5189325)

Best Regards,



Dan Rippey  
Program Director for the Microsoft AI Cloud Partner Program

Microsoft Corporation

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b) Number of years as a Microsoft-authorized Licensing Solutions Provider (LSP).

*Softchoice Response*

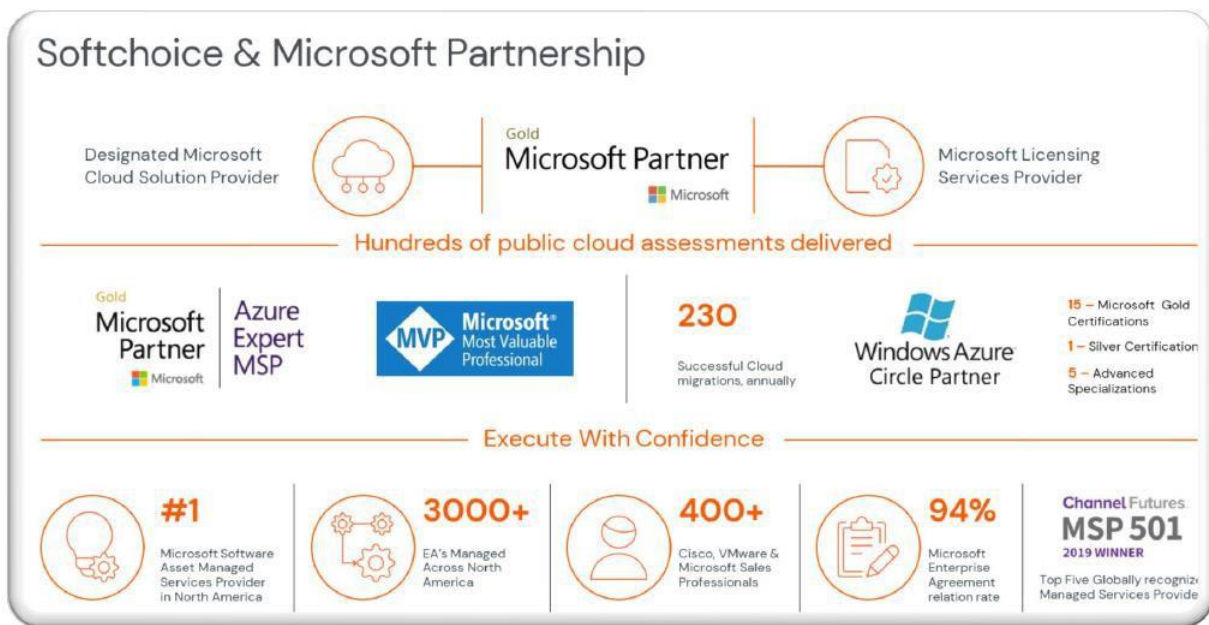
Softchoice has been a Microsoft-authorized LSP for 25+ years.

c) Describe your relationship with Microsoft.

*Softchoice Response*

Softchoice has been an authorized reseller, partner and Licensing Solution Provider (LSP) for Microsoft products and services for over 25 years. Softchoice has kept its accreditation for over 25 years and is continually represented at the Microsoft Operational Excellence Awards. Softchoice is trusted with managing over 3,000 Microsoft Agreements, spanning across both the Public and Private sectors of the United States and Canada.

As a Gold Certified Microsoft Partner, Softchoice is ranked among the top 5 LSPs in North America and #8 in the world. Additionally, we are the #1 worldwide Azure Consumption Partner.



As a leader among LSPs, Softchoice manages more Enterprise Agreements than any other company in North America. Our team of Microsoft experts utilize deep knowledge and a broad base of expertise to deliver our customers an optimized solution that both meets needs and exceeds expectations. These unique capabilities complement Softchoice’s existing Microsoft reseller credentials and allows Softchoice to provide Microsoft Volume



Licensing agreements to organizations of all types and size, whether they are in commercial, healthcare, academic or government sectors. When you partner with us, the benefits you receive by working with Softchoice as your LSP, include the following:

- Strategic Alignment with Microsoft
  - Proactively positions Microsoft, Microsoft products and Microsoft licensing in a positive manner within your organization.
  - Supports all licensing and maintenance programs offered by Microsoft, for which Softchoice is authorized to sell.
  - Sets realistic and appropriate expectations with you regarding Microsoft products and licensing.
  - Collaborate with your Microsoft Account Management Team.
  - Coordinates and hosts local Microsoft centric seminars, such as Office 365 and Azure Boot Camps.
- Licensing Sales Readiness & Microsoft Product Knowledge
  - Maintains a high level of product knowledge suitable to support Microsoft product/solution and volume licensing programs.
  - Accurately assesses your product needs for licensing purposes.
  - Maintains a commitment to continued Microsoft product/solution training.
- Extensive Microsoft Licensing Knowledge
  - Conducts sales profiling of customer eligibility and maintains strict adherence to Microsoft licensing rules/qualification requirements for all license types.
  - Provides a consultative approach, helping you determine which licensing program(s) and solutions best fits their needs.
  - Answers pre- and post-sales licensing inquiries.
  - Answers questions regarding the appropriateness of specific actions within the context of Microsoft licensing agreements (e.g., concurrency, work at home, contractor's use, etc.)
  - Staffs a licensing help desk.
  - Maintains a commitment to continued Microsoft licensing training.
  - Proactively executes product and solution awareness programs and events.

- Pricing
  - Conducts regular licensing summaries to ensure accurate pricing quotes, true-ups and license compliance for you.
  - Provides customers with accurate and timely price files and quotes using the latest Microsoft authorized prices.
  - Maximizes the value of license choices by apprising customers of all appropriate Microsoft promotions.
- Contract Management
  - Provides customer assistance with the entry of order and agreement information.
  - Timely, accurate completion and submission of all Government orders into Microsoft.
  - Provides timely and accurate submission of contracts and amendments into Microsoft.
- License Reporting and Invoicing
  - Tracks and report license purchases as required by you.
  - Establishes a system for timely and accurate invoicing to you.
- Value Add & Post-Sales
  - Answers questions regarding Microsoft standard contracts and documents.
  - Provides asset management services and historical purchase information for you.
  - Answers questions regarding media and volume license keys.
- Software Assurance Benefits Awareness & Guidance
  - Facilitates a review of SA Benefits, earned by and specific to the needs of you.
  - Walks customer through the on-line enrolment, activation and consumption of SA Benefits once purchased.
- Deployment
  - Supports customer deployment planning and implementation.

**Microsoft Awards:**

- **Microsoft Canada Partner of the Year (2020):** Softchoice's outstanding contributions were acknowledged with the prestigious Microsoft Canada Partner of the Year award in 2020.
- **Microsoft US West Partner of the Year (2017):** Our excellence in the US West region earned us the Microsoft Partner of the Year award in 2017.
- **Microsoft Operational Excellence Award:** Softchoice has consistently demonstrated operational excellence, receiving the Microsoft Operational Excellence Award multiple times (2003-07, 2009-17).

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

**Softchoice Response**

Softchoice is trusted with managing over 3,000 Microsoft Agreements, spanning across both the Public and Private sectors of the United States and Canada – this is more than any other LSP in North America. In addition, Softchoice successfully manages large Microsoft Framework Agreements for various organizations upwards of 30,000+ people throughout the United States and Canada which include some of the most advanced and complex Microsoft agreements in the world.

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

**Softchoice Response**

Our experience includes some of the largest Microsoft framework agreements within the Government & Education sector. This is best exemplified by the CITE and Microsoft Strategic Alliance (CAMSA) awards we received in 2019. We collaborate closely with the California IT in Education (CITE) and Microsoft teams to align their annual goals and strategies to achieve CITE objectives. Since we took over that contract, we have added 75+ new schools and the contract has doubled in size, adding more than \$12.6 million in revenue. This has been done by working closely with the California IT in Education (CITE) and Microsoft teams to align on annual goals and motions to hit those goals, and then having weekly meetings with all involved stakeholders to ensure that those motions are being followed and SLAs are being hit.

Some other comparable Microsoft framework agreements include:

- **Microsoft contract supporting the State of Oklahoma Office of Management & Enterprise Services (OMES)** – Managing the Microsoft Agreement for 140,000 users and 140 departments, the first full year generated 20 million in revenue. OMES has is now working with Softchoice to help build/navigate a multi-cloud environment.
- **North Dakota** – Mandatory Statewide Contract for a reseller of Microsoft products and Services for the State agencies and institutions (K-12, Political subs)
- **North Carolina K-12 EES State Contract** – Since 2017, Softchoice has managed over 65 K-12 School Boards generating over 10 million in Microsoft revenue yearly.
- **Arizona** – Softchoice has won the NASPO Software Value Added Reseller Contract led by the state of Arizona in the general software category & is authorized to sell all eligible software (except Microsoft & Oracle) in Arizona & states across US who have signed a participating addendum.
- **OETC** – Microsoft M365 Licensing contract with over 175,000 faculty.

f) Describe your experience with public agency projects, including public school districts.

### *Softchoice Response*

Softchoice has extensive experience managing large agreements for public agencies, including the State of Oklahoma, State of North Carolina Department of Public Instruction, State of California, and the State of North Dakota. We have a team that specifically focuses on the public sector within the United States, and within that, we've dedicated resources to those contracts to ensure that it is managed in a way that both supports its existing enrollments and markets to the other eligible organizations. Our rich experience and streamlined process has enabled us to fulfill our customers' needs within the required service level agreements.

Relevant contracts include:

- **CITE and Microsoft Strategic Alliance (CAMSA)** – Since awarded in 2019, we have added 80 new schools and grown the contract by more than \$5 million in revenue.
- **Microsoft contract supporting the State of Oklahoma Office of Management & Enterprise Services (OMES)** – Managing the Microsoft Agreement for 140,000 users and 140 departments, the first full year generated 20 million in revenue. OMES has is now working with Softchoice to help build/navigate a multi-cloud environment.
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Softchoice has made numerous investments into the contract framework. As the contracts have grown, Softchoice has devoted more Account Executives to support each contract to ensure that each participant is getting the attention needed. Softchoice has also added a quoting/ordering team specifically dedicated to these contracts to ensure that protocols are followed and all proposed SLAs are met.

## Response to 3.2: Experience

a) State the number of similar projects maintained by your firm in the past five (5) years.

### *Softchoice Response*

Over the past five years, Softchoice has managed more than 1500 EES agreements. Softchoice currently manages the Microsoft agreement for 44 of the 58 California County Offices of Education and an additional 450 EES agreements within the State of California.

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

### *Softchoice Response*

Softchoice has extensive experience with comparable projects within the K-12 market. As noted previously, we current hold the following relevant contracts:

- **CITE and Microsoft Strategic Alliance (CAMSA)** – Since awarded in 2019, we have worked directly with CITE to add 80 new schools and grown the contract by more than \$10 million in revenue. This contract currently includes 513 enrollments for California educational institutions.
- **North Dakota** – Mandatory Statewide Contract for a reseller of Microsoft products and Services for the State agencies and institutions, which includes both the State of North Dakota agreement, as well as the licensing for all public K-12 districts.
- **OETC** – Since 2022, Softchoice has worked with the OETC organization to support 497 Microsoft enrollments for educational organizations (both K-12 and higher education) across eight states.

- **North Carolina** – Softchoice has worked directly with the State Department of Public Instruction since 2017 to manage the Microsoft licensing for all applicable public school districts.

c) Describe your familiarity and experience with sales, support, management and reporting services required to process and account for requests for Microsoft software products and LSP services under a Microsoft Academic Volume Licensing program.

### *Softchoice Response*

As part of this contract with you, Softchoice assumes the responsibility to perform administrative duties and processes, such as contract EES Renewal and Day-to- Day contract maintenance.

## **Sales**

### **Contacting your Account Team**

At Softchoice, all employees can be reached from local phone numbers, or from our toll-free number; 1-800-268-7638. Specific individuals can be reached directly by entering their extension number when prompted, or by following the voice prompts for redirection to their personal lines. Because of this, you will be able place a toll-free call to any member of their Softchoice Account Team from the above number. Also, orders can be received via email at your convenience through the [CAMSA@softchoice.com](mailto:CAMSA@softchoice.com) email, which the entire California Support Team has access to.

In respect to your Microsoft EES agreement, questions can be placed either as a phone call or via email. As a Microsoft LSP, Softchoice will promptly address any related questions, such as regarding the products and capabilities, the licensing, pricing on the EES agreement, as well as questions relating to the Microsoft Volume License Service Center (VLSC) or Microsoft 365 Admin Portal.

Your Softchoice Account Executive is the front-line support for all account related issues, but questions and enquiries can also be placed directly with Richard Nice for Microsoft licensing specific questions. Most questions or requests are answered within the initial phone call or replied to relatively immediately. If the question asked is not one that can be immediately answered, a variety of internal or external resources can be engaged to provide an accurate response, usually within 24 to 48 hours. If the answer is still unclear after that time, the client will be contacted and made aware that the question has been escalated.

## Support

### Microsoft Licensing Support

You can rely on Softchoice's 75+ Microsoft experts, who collaborate with your Softchoice Account Executive, to help you optimize your Microsoft investment at every stage.

With technology licensing always changing and these products being essential for your enterprise, it is vital for you to have a clear understanding of the licensing implications of every change. We will work with you to ensure that your staff are aware of the “licensing basics” and who they can reach out to for more questions. Often those who use these products do not have a deep understanding (or interest in the licensing behind them).

We believe that it is important to stress the importance of having an accurate understanding of licensing for those who use the products because you are accountable for ensuring that it is compliant in its licensing. For instance, a server administrator who does not know the license rights may create a virtual server farm without considering virtualization, fail-over and short-term migration of licenses and thus expose you to a risk of non-compliance.

We will work directly with your staff so they comprehend the licensing basics, and we will provide a “Licensing 101” session from time to time as licensing and personnel changes, or for those who need a refresher.

### Softchoice’s Microsoft Enterprise Sales and Licensing Team

Softchoice’s Microsoft Enterprise Sales and Licensing Team consists of 50+ people dedicated to being experts in the field of Microsoft Product Use Rights and Licensing. This group of Microsoft Licensing experts work collectively toward ensuring our customers receive all Microsoft updates quickly after they are publicly announced and understand the potential impact of these changes to their specific Microsoft position.

### Softchoice’s Microsoft Licensing Operations Team

Softchoice’s Microsoft Licensing Operations Team consists of an additional 25+ people tasked with ensuring accuracy and audit on our order and contract submissions to Microsoft. The benefit to you is getting things done the first time, accurately, and no “back and forth” that may result in costly delays.

### Dedicated Microsoft Licensing Specialist

Your dedicated Microsoft Licensing Specialist will be integral in supporting all your Microsoft Product and License related inquiries and discussions. Many of our Licensing Specialist has over 15 years of direct experience in working with Microsoft Volume Licensing customers.

## Management

### Day-to-Day Contract Administration

Throughout the contract period, and beyond what has already been discussed above, we will facilitate any additional contract related issues and items. These issues may include:

- Providing updated software license pricing and quotation.



- Purchase Order placement for software license requirements
- Making adjustments or amendments to the initial contract
- Agreement Contacts information updates
- Volume Licensing Services Centre portal guidance
- Media selection issues
- Assistance with Volume License Keys for software installs
- Purchase History and Licensing Summary reporting, when required
- Continual coordination of efforts, activities, and communications between you, Softchoice and the Microsoft Account Management team.

### **Transition in and Transition out**

Should Softchoice be chosen as the LSP because of this process, Softchoice will coordinate the above required logistics with the current LSP(s), to ensure a smooth transition. Similarly, at the end of this contract, should another provider of LSP services be chosen to replace Softchoice, we will in turn cooperate with the newly chosen LSP during the transition period.

## **Reporting**

### **Microsoft License Reporting**

The most complicated part of any Microsoft Volume Licensing Agreement is the ability to know exactly what the organization has legal rights to use for licensing. Softchoice wants to ensure that our Microsoft Volume Licensing customers have an accurate view of what Microsoft software assets they have procured for their organization. To help facilitate this, Softchoice can provide guidance for COE, around the management and administration of their Microsoft software license assets and related benefits through a powerful set of online tools.

### **Volume Licensing Services Centre (VLSC) Portal**

Microsoft provides a secure, online portal to assist their customers monitor and manage the participation of every asset, user and associated organization enrolled in a Microsoft Volume License program. This portal is known as the Volume Licensing Services Centre (VLSC). The VLSC provides a central repository of purchase history and resources applicable to a client's specific Agreements. VLSC can aid greatly in understanding exactly what Microsoft software licenses are legally owned, therefore providing a baseline for software procurement and legal compliance. Through VLSC, most reports generated are exportable to Microsoft Excel for easy analysis.

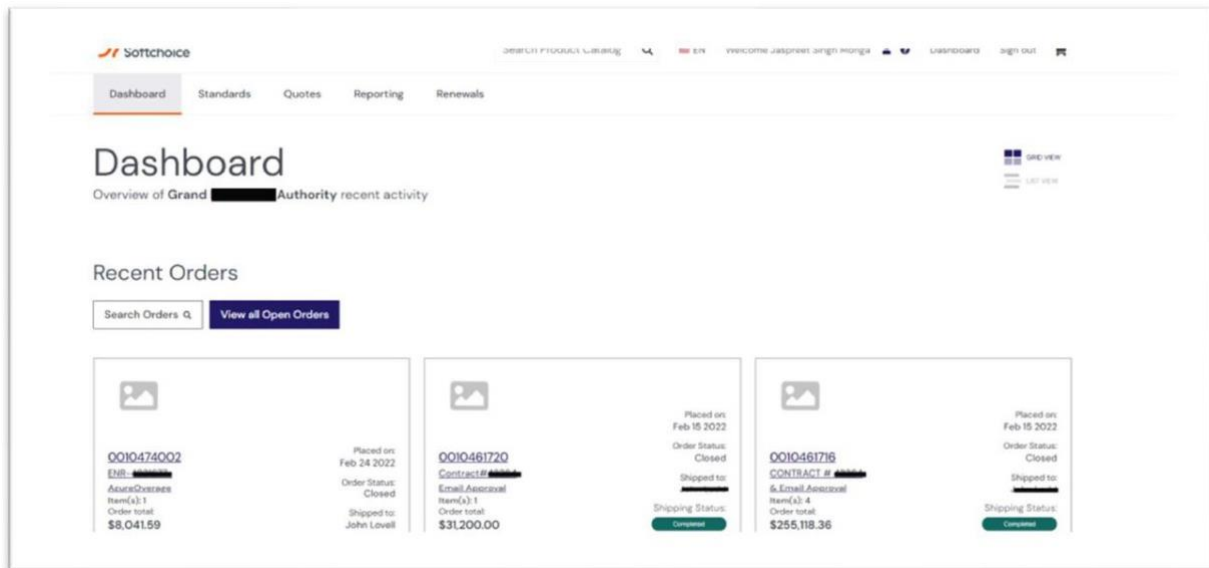
Within the VLSC is the ability for COE to view the details of each order, posted to a section of the VLSC entitled Order Confirmations. This section provides the ability to view the items purchased on each purchase order received for a specific agreement. The benefit of having these Order Confirmations available online, is that it becomes the central repository of purchase history for all of a client’s Microsoft Volume Licensing agreements for the past, present and future. Therefore, the orders shown within the VLSC Order Confirmation section can be used as a form of License Certificate for licensing compliance.

In addition, Softchoice is pleased to offer COE our full suite of reporting functionality available on Softchoice.com. Softchoice’s systems were built to facilitate long term, easily accessible, accurate reporting and as such it is one of our biggest strengths. In addition to that, we customize many publisher reports and other purchase data metrics to meet the needs our clients’ needs. Finally, we excel when held to a stringent set of performance metrics and can provide reporting for review in many areas.

### Reporting

One of the many features Softchoice can provide through their secure customer portal is reporting. Our customers can set up their account on Softchoice.com to track technology purchases and requested quotes through their Microsoft Contract. The dashboard offers a view into Recent Orders, Active Quotes, Order History and more. Examples of these reports are:

#### Recent Orders




Active Quotes

Dashboard Standards **Quotes** Reporting Renewals

## Active Quotes

List of active single-purchase quotes

Search Quotes

Quote #	Quote Name	Created	Expiry Date	Total	Supplier	
Q-794657		Oct 21 2021	Aug 4 2022	\$5,153.40 USD		<a href="#">View and Order</a>

Order Reporting

## Order Reporting

Orders placed will show in Reporting the following day

Order Summary Report Item Details Report

Start date: 9/1/2020 End date: 3/15/2021 [Show Report](#) [Export](#)

Search term: Optional Fieldname: 

- All Fields
- All Fields
- Order #
- Order Total
- Currency
- Customer PO
- Order Status
- Buyer
- Ship To Address
- Ship To Contact
- Payment Terms

Order #	Order Total	Customer PO	Order Status	Buyer	Ship To Address	Ship To Contact	Terms
001002338	\$28.06	THIS IS A TEST	Completely Processed	Matt Masucci	20 MOWAT AVE, TORONTO, ON, M2P 1S1	Matt Masucci	NET 45 DAYS
001002030	\$28.29		Completely Processed	John Palumbo	20 MOWAT AVE, TORONTO, ON, M2P 1S1	John Palumbo	PREPAID
0010007642	\$13.38		Completely Processed	John Palumbo	20 MOWAT AVE, TORONTO, ON, M2P 1S1	John Palumbo	PREPAID
0010007328	\$20.21		Completely Processed	John Palumbo	20 MOWAT AVE, TORONTO, ON, M2P 1S1	John Palumbo	PREPAID
0010007030	\$13.44		Completely Processed	John Palumbo	20 MOWAT AVE, TORONTO, ON, M2P 1S1	John Palumbo	PREPAID

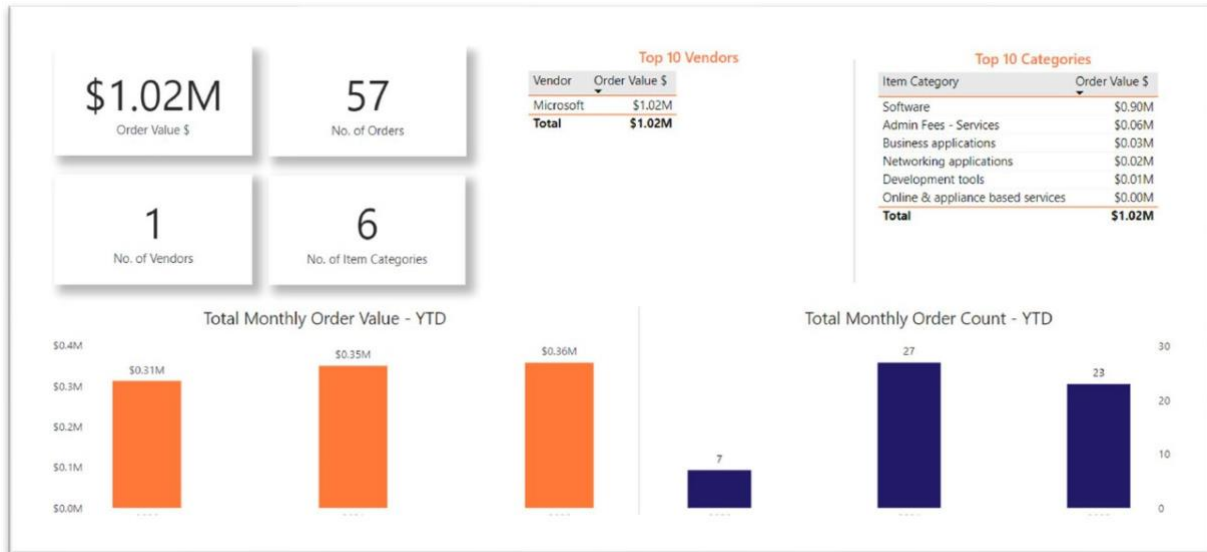
### BI (Business Intelligence) Reports Available

COE can request reporting from Softchoice’s BI tool. Examples of these reports include but are not limited to:

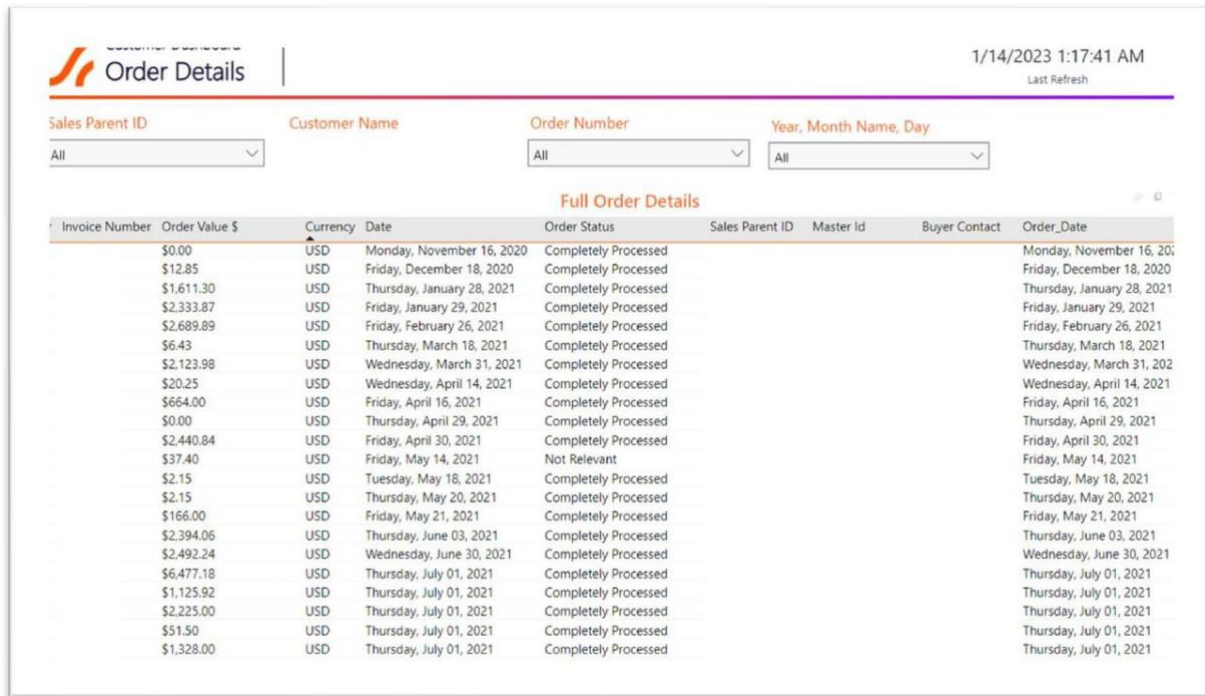
#### Year to date spent on Orders



#### Year over year spend on Orders



Full Order Details



Invoice Number	Order Value \$	Currency	Date	Order Status	Sales Parent ID	Master Id	Buyer Contact	Order_Date
	\$0.00	USD	Monday, November 16, 2020	Completely Processed				Monday, November 16, 2020
	\$12.85	USD	Friday, December 18, 2020	Completely Processed				Friday, December 18, 2020
	\$1,611.30	USD	Thursday, January 28, 2021	Completely Processed				Thursday, January 28, 2021
	\$2,333.87	USD	Friday, January 29, 2021	Completely Processed				Friday, January 29, 2021
	\$2,689.89	USD	Friday, February 26, 2021	Completely Processed				Friday, February 26, 2021
	\$6.43	USD	Thursday, March 18, 2021	Completely Processed				Thursday, March 18, 2021
	\$2,123.98	USD	Wednesday, March 31, 2021	Completely Processed				Wednesday, March 31, 2021
	\$20.25	USD	Wednesday, April 14, 2021	Completely Processed				Wednesday, April 14, 2021
	\$664.00	USD	Friday, April 16, 2021	Completely Processed				Friday, April 16, 2021
	\$0.00	USD	Thursday, April 29, 2021	Completely Processed				Thursday, April 29, 2021
	\$2,440.84	USD	Friday, April 30, 2021	Completely Processed				Friday, April 30, 2021
	\$37.40	USD	Friday, May 14, 2021	Not Relevant				Friday, May 14, 2021
	\$2.15	USD	Tuesday, May 18, 2021	Completely Processed				Tuesday, May 18, 2021
	\$2.15	USD	Thursday, May 20, 2021	Completely Processed				Thursday, May 20, 2021
	\$166.00	USD	Friday, May 21, 2021	Completely Processed				Friday, May 21, 2021
	\$2,394.06	USD	Thursday, June 03, 2021	Completely Processed				Thursday, June 03, 2021
	\$2,492.24	USD	Wednesday, June 30, 2021	Completely Processed				Wednesday, June 30, 2021
	\$6,477.18	USD	Thursday, July 01, 2021	Completely Processed				Thursday, July 01, 2021
	\$1,125.92	USD	Thursday, July 01, 2021	Completely Processed				Thursday, July 01, 2021
	\$2,225.00	USD	Thursday, July 01, 2021	Completely Processed				Thursday, July 01, 2021
	\$51.50	USD	Thursday, July 01, 2021	Completely Processed				Thursday, July 01, 2021
	\$1,328.00	USD	Thursday, July 01, 2021	Completely Processed				Thursday, July 01, 2021

COE requests for Softchoice.com portal demo or requests for Softchoice BI Reports can be made directly by contacting your Account Executive.

- d) Describe your familiarity and experience with providing and supporting the electronic software distribution program for students, faculty and staff in support of student options, work at home rights, and home use program.

*Softchoice Response*

Softchoice realized a long time ago that the only way we can succeed as a Microsoft LSP is by helping our clients succeed in understanding available Microsoft solutions, and how to manage their Microsoft Volume Licensing assets. We do this in many ways, and we have found that this is truly the core value add that Softchoice can provide COE better than any other LSP out there. Some of the ways of realizing “knowledge transfer” to COE are described below.

**Microsoft Licensing Support**

We will work with COE to ensure that the necessary staff are aware of the “licensing basics” and who they can turn to for additional questions. We feel that it is important to highlight the importance of having an accurate understanding of licensing for those using the products because COE is ultimately liable that they are compliant in their licensing. As new staff are hired by COE, we will work directly with them so they understand

the licensing basics and will offer a “Licensing 101” session from time to time as licensing and personnel changes, or for those who simply need a refresher.

Softchoice can also arrange for Licensing Portal guidance. For example, we will gladly provide the guidance and assistance COE requires to effectively manage their Microsoft Volume Licensing Service Centre (VLSC). This may include training for new individuals inheriting the role of VLSC Administrator, or individuals who have been trained on VLSC previously, but may require a refresher.

### **Status Meetings**

Softchoice will coordinate regular monthly, quarterly, and annual meetings with the appropriate stakeholders from COE. These meetings will address traditional account management activities such as current engagements and activities, as well as Microsoft product roadmaps, end of life transition recommendations, new technologies and announcements.

### **Product Demonstration and Evaluation Services**

Softchoice will work closely with COE staff in uncovering which products or technologies may be worth a closer look. Often a new release of a product triggers a request for deeper investigation. When a product has garnered some interest, Softchoice will work with Microsoft to arrange a demonstration. We will act as intermediaries to coordinate the demo session and pursue any follow-up activities should further testing or a Proof-of-Concept be required.

Our consultants are also available on a pre-sales capacity to demo and discuss Microsoft technologies in which we house expertise, such as with Office 365.

### **Microsoft Related Communications and Collateral**

Softchoice will supply regular communications and resources to keep them informed on information related to Microsoft Volume Licensing. There are variety of resources we can provide, including: Licensing Updates, Price Change Notifications, Microsoft Navigator Blog, and Event Invitations.

Softchoice will also supply key Agreement Administrator’s electronic copies of reference material to keep on hand for future reference. Examples include:

- Technology Licensing Guides
  - Ex: SQL Server Licensing Guide
- Licensing Whitepapers and Briefs
  - Ex: Licensing Microsoft Server Products for Use in Virtual Environments
- User Guides
  - Ex: Microsoft Volume Licensing Service Center (VLSC) User Guide
- Licensing Program Guides
  - Ex: Enrolment for Education Solutions (EES) Program Guide

With the high volume of material available from Microsoft, having a partner that can quickly and easily navigate to the right information is important. With the complexities in some of the licensing scenarios, having licensing references available for quick distribution can be a benefit to staff.

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

### *Softchoice Response*

Relevant contracts include:

- **Microsoft contract supporting the State of Oklahoma Office of Management & Enterprise Services (OMES)** – Managing the Microsoft Agreement for 140,000 users and 140 departments, the first full year generated 20 million in revenue. OMES has is now working with Softchoice to help build/navigate a multi-cloud environment.
- **CITE and Microsoft Strategic Alliance (CAMSA)** – Since awarded in 2019, we have worked directly with CITE to add 80 new schools and grown the contract by more than \$10 million in revenue. This contract currently includes 513 enrollments for California educational institutions.
- **North Dakota** – Mandatory Statewide Contract for a reseller of Microsoft products and Services for the State agencies and institutions, which includes both the State of North Dakota agreement, as well as the licensing for all public K-12 districts.
- **OETC** – Since 2022, Softchoice has worked with the OETC organization to support 497 Microsoft enrollments for educational organizations (both K-12 and higher education) across eight states.
- **North Carolina** – Softchoice has worked directly with the State Department of Public Instruction since 2017 to manage the Microsoft licensing for all applicable public school districts.
- **Arizona** – Softchoice has won the NASPO Software Value Added Reseller Contract led by the state of Arizona in the general software category & is authorized to sell all eligible software (except Microsoft & Oracle) in Arizona & states across US who have signed a participating addendum.



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

### *Softchoice Response*

## **Single Point of Contact - Account Executive**

Your account executive, Bis Fremichael, is your single point of contact for any and all account activity with you. Bis is the front-line support dedicated to building relationships to communicate all details and processes of the Microsoft Contract while understanding your full needs and priorities. The Account Executive team will work closely with the COE for the majority of the day-to-day support including, but not limited to, the following:

- Establish relationship as your Microsoft Partner.
- Communicate timelines and vehicles for delivering new Microsoft Contract details.
- Gather all information needed to set up established account with Softchoice.
- Communicate detailed process for renewing current or creating new Microsoft EES agreements.
- Establish relationship for use of Softchoice's Microsoft Specialist.
- Communicate ordering process for current license renewal and any future license order.
- Determine current state of M365 implementation and future road mapping.
- Communicate detailed value-added benefits of partnering with Softchoice.
- Schedule detailed meeting with Softchoice resources including Microsoft Quarterly Reviews.
- Communicate Microsoft/Contract/Technology insights and updates.
- Point of contact for all customer service needs

### **William Miller – Public Sector Sales Leader – Public Sector**

William Miller is the leader of the Softchoice US SLED West team. William has been at Softchoice for over nine years in a variety of roles supporting public sector agencies in education, state and local government and Federal agencies. In his current role, his primary responsibilities include the CAMSA contract for supporting Microsoft for California K-12 education. This contract consists of managing over 450 school districts' Microsoft Enterprise Agreement for Education. In addition, the team also supports state and local agencies in California on the CCISDA contract for Microsoft. In his previous roles, William supported our corporate customers as a Microsoft Licensing Specialist and managed the Federal Government team. William reports to Dave Tomke.

**Dave Tomke – Director, US Public Sector**

Dave has been with Softchoice since 2010 and has spent his entire tenure working within the public sector. He took over the US Public Sector Team in 2014 and has expanded it to three sales teams and an operations team. During that time, Softchoice has won, grown and maintained some of the largest Microsoft education contracts in the United States, including the CAMSA contract in California, the OETC contract based out of Oregon, and the State of Oklahoma contract. Dave reports to Tim Taylor.

**Tim Taylor – VP, Public Sector Sales North America**

Tim Taylor is the VP of our new Public Sector North America division created in 2023. Based on Tim's twenty+ year history at Softchoice working with some of our largest Education customers, his knowledge and breadth of experience makes him the perfect executive sponsor/point of escalation for immediate customer satisfaction, with a sharp focus on what it takes to successfully deliver IT to the Public Sector. Tim has a team of Territory Directors and Executives who have all been part of Softchoice's history of success in Public Sector Education.

**Account Management**

Your Softchoice AE, Bis Fremichael, is supported by a contract delivery team designed to provide you with the best-in-class Licensing support which has earned Softchoice numerous industry and Microsoft awards.

**Contract Delivery Team****Shirion Simmons – Sr. Administrator, Public Sector Contracts**

Shirion Simmons brings a wealth of knowledge to the field. Her impressive career includes more than 20 years in public sector leadership, where she has made significant contributions across various technology domains including Service Desk, Data Center, Applications, Project Management, Infrastructure, and Procurement. Before joining Softchoice, Shirion held the prestigious position of Chief Technology Officer (CTO) at the Riverside University Health System in California. Shirion possesses a deep understanding of the unique business needs and challenges faced by public sector entities. Her insights into government processes and regulations allow her to tailor technology solutions that align with organizational goals. For many years, Shirion served as the primary contact for the Microsoft Enterprise Agreement within the County of Riverside. Shirion has been an integral part of the Softchoice team for nearly 5 years.

**Richard Nice – Team Lead, Microsoft Solution Specialist**

Richard Nice has over 15 years in the software industry, with most of that specific to Microsoft. In his role, Richard works directly with clients to help navigate the complexities of Microsoft and licensing, as well as working directly with Microsoft in various capacities to ensure fluidity to our customer base. As your dedicated Microsoft Solution Specialist, and Softchoice badged, Richard will be supporting you through day-to-day questions, along with recurring strategy meetings with the various entities.

### **Benny Mattathil – Microsoft Solution Specialist**

Benny Mattathil, with over a decade of experience in the public sector realm at Microsoft, spanning roles in account management and presales, is currently the dedicated Microsoft Solution Specialist supporting CAMSA. Benny brings a wealth of expertise in navigating the complexities of the public sector space and optimizing Microsoft solutions to meet the unique needs of Academic institutions. Given Softchoice's strong relationship with Microsoft, we are committed to ensuring that our customers maximize the benefits available to them through their Microsoft agreements.

### **David Butkiewicz – Contracts Program Manager**

David has over 15 years of experience within the US Public Sector spread out between US Federal Government, State, and Local Government, and K-12 + Higher ed space. David has worked directly with cross-functional IT teams to provide assistance and guidance over the creation of streamlined Sales Reporting processes and Contract Management. David has designed highly flexible and customizable systems, which allow Softchoice to easily stand-up internal programs that can ensure accuracy and compliance for any number of requirements.

### **Microsoft Contract Order Management Team**

Softchoice has resources focusing on Order Management for all Softchoice US Public Sector Microsoft Contracts focusing on placing and managing orders with Microsoft:

- Roma Javid- US Public Sector – Microsoft Contract Order Manager
- Pratik Patel – US Public Sector – Microsoft Contract Order Manager

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

### *Softchoice Response*

Softchoice prides itself on our Microsoft expertise. All new employees go through a series of training programs that focus on Microsoft licensing. New hires spend upwards of two weeks at our headquarters learning from our own licensing specialists. This is designed to provide a strong base of Microsoft Licensing knowledge, but the learning and training does not end there. The nature of software licensing means that enrollment programs are constantly being updated, and changes implemented by Microsoft. Our sales teams continue to receive additional Microsoft training as changes occur.

At least once a week, sales teams meet with a different resource to continue their ever-evolving knowledge of Microsoft. Topics range from new licensing types to brand new features now being included with certain products. The idea is to ensure our sales teams are always up to speed on what is new with Microsoft so they can pass this knowledge on to our customers. Because of the complexity of Microsoft licensing, Softchoice also

employs teams of licensing specialists that continuously maintain their licensing certifications. This ensures Softchoice is always providing our customers with the most up to date information and insights into the Microsoft licensing ecosystem.

All the team members listed in the previous response will be available during California business hours. All members listed will be tele-present except for Shirion Simmons who resides in California. Additional team members can and will be assigned, with the possibility of additional members being located in the State of California.

Richard Nice and Benny Mattathil will continue to be the dedicated Microsoft Solution Specialists assigned to COE. Richard and Benny have a combined 25+ years of working with Microsoft Licensing and the Public Sector. Both are well versed in the public sector space when it comes to Microsoft. Since Softchoice has such a close relationship with Microsoft, one of the commitments that we can make to our customers is that we will do everything we can to ensure you are taking full advantage of all the benefits allotted to you through your Microsoft agreement. In our experience many customers are not being informed on how to take advantage of some of these benefits and end up letting them lapse without ever knowing they were even available. Through Richard and Benny's extensive Microsoft experience, they and our sales teams will continue to ensure that COE is fully aware of all benefits available and will be updated on the progress in implementing those benefits during quarterly reviews.

## Response to 3.3: Service

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

### *Softchoice Response*

## Urgent Inquiries

Toll-free support line with a maximum 4-hour response time: 1-800-268-7638

This number is accessible from anywhere in the world from 7:00 am to 7:00 pm Pacific Time, Monday through Friday.

## Standard Inquiries

Email, phone, and web-based support are also available, with inquiries addressed within one business day of receipt.

Email: [CAMSA@softchoice.com](mailto:CAMSA@softchoice.com)

Phone: 1-800-268-7638

## Escalation Path

### Level 1: Account Manager

Each enrollment will have an account manager that will be their first point of contact for any questions, requests, or updates. This representative, as well as the assigned Microsoft Licensing Specialist, should be able to resolve most issues.

### Level 2: Account Team

The Team email ([CAMSA@softchoice.com](mailto:CAMSA@softchoice.com)) will be provided to every member institution. It will be monitored by all COE account representatives, a Microsoft Licensing Specialist, and a Manager. If the first point of contact is not able to assist, or cannot be reached, the team representatives will be made aware to step in and assist within the given SLAs.

### Level 3: Sales Management

Dave Tomke, US Public Sector Sales Director, will be the escalation point for anything that cannot be resolved at Level 2. He can be reached directly at [dave.tomke@softchoice.com](mailto:dave.tomke@softchoice.com) or by phone at (312) 702-2982.

b) Describe your Ordering Process.

### *Softchoice Response*

Once the customer has submitted an order to Softchoice, their Account Manager will review the Purchase Order to ensure that it is complete and meets any previously stated requirements. Once the Account Manager has completed the pre-check and the order is clear of errors or omissions, they will then enter a sales order into Softchoice's system for processing over to Microsoft by the Microsoft Order Management team.

If for any reason Softchoice is unable to fulfill the order, whether because of missing or incorrect information or for any other reason, your Account Manager will contact the original submitter of the Purchase Order within 4 business hours.

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

### *Softchoice Response*

Softchoice has assigned the key personnel noted in our response to 3.2 f), who are described briefly here. There are additional teams and resources that will be available to support COE and all the public agencies included in the contract, which are described below.

## Key Personnel Supporting COE & Other Public Agencies

### Account Team

This team holds responsibility to ensure all aspects of the Agreement are documented and our internal systems are accurately updated and managed to support the COE's specific agreement strategies and pricing levels.

**Bis Fremichael**, Account Executive – Public Sector, has been supporting Public Sector agencies in a variety of roles at Softchoice for over seven years. The Account Executive team will work closely with COE and public agencies for the majority of the day-to-day support including, but not limited to, the following:

- Establish relationship as your Microsoft Partner.
- Communicate timelines and vehicles for delivering new Microsoft Contract details.
- Gather all information needed to set up established account with Softchoice.
- Communicate detailed process for renewing current or creating new Microsoft EES agreements.
- Establish relationship for use of Softchoice's Microsoft Specialist.
- Communicate ordering process for current license renewal and any future license order.
- Determine current state of M365 implementation and future road mapping.
- Communicate detailed value-added benefits of partnering with Softchoice.
- Schedule detailed meeting with Softchoice resources including Microsoft Quarterly Reviews.
- Communicate Microsoft/Contract/Technology insights and updates.
- Point of contact for all customer service needs

### Microsoft Sales Specialist Team

This team consists of 50+ people dedicated to being experts in the field of Microsoft Product Use Rights and Licensing. This group of Microsoft Licensing experts work collectively toward ensuring our clients receive all Microsoft updates quickly after they are announced and understand the potential impact of these changes to their specific Microsoft position.

The COE will be supported by **Richard Nice**, Team Lead, Microsoft Solution Specialist, and **Benny Mattathil**, Microsoft Solution Specialist. They and the broader team are available to assist with any technical questions and concerns, or any questions pertaining to the specifics of a client's agreement, including:

- Technical & Product Recommendations.
- Licensing Program Expertise.
- Provision of Cost Analysis Scenarios.
- Assistance with Renewals and True-Up Processes.
- Provides reporting and insights back to COE/public agency.

## Softchoice Programs Team

This team specializes in the Public Sector, directly assisting customers with key contract management including maintaining contact information, reporting details (historical, current, and future) and agreement administration. The COE will be supported specifically by **Shirion Simmons**, Sr. Administrator, Public Sector Contracts, and **David Butkiewicz** – Contracts Program Manager. They can help the COE deal with any contract specific information, including:

- Financial Reporting.
- VOR Information

## Additional Resources

Specialized technical resources will assist the Account Executive Team with the strategic direction of Microsoft licencing as it relates to the COE. These can be brought in as needed:

- **Senior Microsoft Solutions Architect**
  - Technical Assistance with Microsoft Technology.
  - Product Road-mapping sessions.
  - Executive Briefing Sessions.
  - Specialist in M365, Microsoft Teams, Microsoft PowerApps.
- **Principal Architect**
  - Technical planning.
  - Long-term strategist.
  - Specialist in Cloud migrations, application modernization.

## Broader Public Sector Team

In addition to the key personnel assigned to COE, Softchoice already has a large team dedicated to the US Public Sector.

Softchoice employees can be reached from local phone numbers, or from our toll-free number; 1-888-607-7638. Specific individuals can be reached directly by entering their extension number when prompted, or by following the voice prompts for redirection to their personal lines. The COE will be able place a toll-free call to any member of their Softchoice Account Team from the above number. Members can of course also be reached via email.

In respect to Microsoft Contractual Agreements (Agreements) inquiries can be directed to the team either as a phone call or via email. As the Microsoft LSP, Softchoice must promptly address any related questions regarding the products and capabilities, licensing questions, pricing, as well as questions relating to the Microsoft Admin Center (MAC) or Microsoft 365 Admin Portal.



### **Softchoice’s Microsoft Licensing Operations Team**

This team consists of 25 people tasked with ensuring accuracy and audit on our order and contract submissions to Microsoft. This team prepares the Microsoft Contracts and acts as an additional layer of review before contracts are processed with Microsoft. This team helps ensure our clients save time and money by properly submitting and managing the contract process.

### **Softchoice’s Post-Sales Licensing Support Team**

Microsoft is one of the largest and most complex vendors. With online services being their core business drivers, new portals, agreements, and support lines are emerging for end-users to utilize. The growing use of these constantly changing services often pose challenges to our clients.

Softchoice has created this unique team specializing in non-technical Microsoft Licensing questions. Our Post-Sales team offers a reliable and consistent support service from which all clients can benefit. The Post-Sales Services is a complimentary service to our Microsoft Agreement clients such as COE. As the name denotes, the areas of specialization for this team are focused on activities typically taking place after the purchase is made, which includes:

- Managing customer contact information on applicable contracts and completing updates as needed
- Portal assistance, including the Microsoft Volume Licensing Services Centre (VLSC), the Microsoft 365 Admin portal, the Visual Studio Admin portal, and the Microsoft Business Centre (MBC).
- License Reservation assistance
- EA invoicing issue escalation and resolution
- Tenant related issues

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

### ***Softchoice Response***

By partnering with Softchoice, you will be able to leverage exemplary industry skills necessary to help in the planning, design, implementation and support of your current and future technology requirements for all facets of Microsoft technologies.

The table below is a representation of value-added services provided to Softchoice customers as compared to competing LSP entities.

Role	Activities	Softchoice	LSP
Licensing Help Desk	• Product Roadmaps/ Solution design	✓	
	• Program/ Contract related questions	✓	✓
	• Basic product licensing	✓	✓
	• Advanced product licensing	✓	
	• Cost modeling and Analysis	✓	
	• Negotiations/Market Insights	✓	
SAM Services	• License Audit Assessments	✓	✓
	• IT Asset Management as a Service	✓	
	• Cost Containment Consulting	✓	
	• Entitlement Management (Reporting)	✓	
	• SAM Process Engineering	✓	
Contract Admin & Support	• Contract(s) and order processing	✓	✓
	• SA Benefits Administration	✓	✓
	• MVLS Site Administration and Support	✓	
	• House keeping	✓	✓

Please see below for descriptions of the Value Adds we will make available to the COE.

### Microsoft Service Credits

In addition to our regular services, Softchoice is prepared to invest in the mutual success of this program. While providing the licenses is the baseline, we know that implementation and adoption services are key to maximizing your return on Microsoft licensing. Therefore, Softchoice has set aside the following funding to help schools leverage their licensing:

1. Softchoice will invest up to \$25,000 in services credits to help enable qualified schools maximize their investment in CoPilot for Microsoft 365.
  - a. There will be \$1,000 funding available for every 10 seats/school up to a \$5000 maximum/school (50+ seats).
  - b. These seats must be sold to a single school district. For example, 3 seats at one district and 7 at another would not jointly qualify for this funding.
2. Softchoice will invest up to another \$50,000 to help enable schools to implement and adopt their Microsoft 365 A5 security licensing.
  - a. Softchoice will make \$1,000 available in services credits for every 150 seats of M365 A5 licensing that a school purchases up to a maximum of

\$10,000/school (1,500+ seats) OR \$500 funding for every 150 seats of A5 Security that a school purchases up to a maximum of \$5000.

- b. These seats must be sold to a single school district. For example, 50 seats at one school and 100 seats at another would not jointly qualify for this funding.
3. All purchases must be processed by June 30, 2025, to qualify.
  - a. All services must be completed by December 31, 2025.

### **Office Hours Meetings**

Softchoice will host monthly Office Hours Meetings for Kings County and other Districts under the CAMSA program. These meetings will cover Microsoft Product News, End-of-Life Announcements, and key services from Softchoice in support of the Microsoft Technology. Districts will have the opportunity to get answers to general questions about the Microsoft Suite of products.

### **Software Asset Management+ (SAM+) Services**

- License Audit Assessments
- IT Asset Management as a Service
- Cost Containment Consulting
- Entitlement Management (Reporting)
- SAM+ Process Engineering

### **Asset Optimization Assessment (AOA)**

As part of our commitment to helping customers maximize ROI, Softchoice offers a fully funded Asset Optimization Assessment (AOA) for our customers. This Windows based fully funded assessment provides data driven insights that identify opportunities to reduce costs, eliminate redundancies, identify gaps in security, and maximize ROI.

Customers that complete installation & data collection will receive a personalized delivery call presented by a Softchoice Assessment Consultant, followed by access to their live data for the balance of the 90-day software license.

## Cloud Readiness Review

The Cloud Readiness Review is a fully funded offer that provides customers with a business justification to move to the cloud based on TCO of operating enterprise workloads like Windows Server, SQL, and VMWare in Cloud. It is intended to accelerate cloud migration opportunities (especially Windows and SQL) by providing customers with the data they need to make these decisions. Our Cloud Readiness Review is currently available for customer's considering:

- AWS
- Microsoft Azure
- Google Cloud

Note: At this time, the Cloud Readiness Review will only be run for one platform at a time (no bake-offs).






Softchoice will review the customer's business objectives and work with them to collect their On-premises inventory, monitor consumption of resources, and provide pricing/optimization options available to them in the cloud. All data collection is performed by the customer with guidance provided by Softchoice (Tool Deployment/Configuration screen sharing sessions). Depending on what Cloud the customer is considering, there are differences in what tools will be used and the overall process.

### Deliverables

- **Presentation of Findings (PPTX):** Provides Cloud TCO and cost saving estimates to help further customer's business case for moving workloads to cloud. The purpose is to show the customer how their current licensing position affects cloud economics, provide additional ways to optimize in cloud (Right-sizing, Reservations), and opens the discussion of vendor funding for a migration.
- **Cloud Readiness Summary (XLSX spreadsheet):** Contains details of data gathered on a per-server basis (i.e., Costs, IaaS mappings, inventory, performance metrics.)

## Cloud Architecture Review

The Cloud Architecture Review is a fully funded offer that provides our customers with a set of recommendations on improving their cloud infrastructure. Our Cloud Architecture Review is based on the Well-Architected Framework from AWS and Microsoft. Both vendor's pillars are identical, though Microsoft focuses on general infrastructure while AWS focuses on individual workload (application) architecture and operations. Google has their own version called the Cloud Architecture Framework with pillars that are almost identical.

	Amazon Web Services	Microsoft Azure	Google
Framework	Well Architected	Well Architected	Cloud Architected
	Operational Excellence	Operational Excellence	Operational Excellence
	Security	Security	Security, Privacy, Compliance
	Reliability	Reliability	Reliability
	Performance Efficiency	Performance Efficiency	Performance
	Cost Optimization	Cost Optimization	Cost Optimization

**Key Deliverables**

Powered by VMWare CloudHealth, the Cloud Architecture Review delivers a set of observations designed to provide data driven insights that identify opportunities for you to improve operations, reduce costs, increase reliability, identify gaps in security, and optimize performance for the cloud. This engagement connects to management APIs in the cloud, which have no performance impact on cloud resources.

The recommendation report provides a priorities list of recommendations discovered within the Customer cloud environment. Recommendations are accepted or rejected by the customer, reprioritized based on customer use, and a plan of action is created to identify how to execute the recommendations. Results will be reviewed with the customer by our dedicated Cloud Architecture team.

**Customer Immersion Experience (CIE)**

In partnership with Microsoft, Softchoice provides access to Customer Immersion Experiences (CIEs). CIEs are facilitated hands-on sessions that allow participants to test-drive Microsoft Office 365 solutions in a live environment. Each CIE is focused on one of these three topics: Security and Compliance, Teams/Productivity and Surface devices.

**Microsoft FastTrack Ready Partner Program**

Softchoice is a Microsoft FastTrack Ready Partner which means that Softchoice has a team of FastTrack advisors on staff to provide the Office 365 FastTrack guidance benefit and framework of adoption to deliver successful Office 365 implementations. This advisory service is at no additional cost for customers who have over 150 licenses of O365/M365.

The combination of Softchoice FastTrack advisor, Softchoice Professional Services and FastTrack Velocity data migration services, provides a true program for success.

- 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 COE for a period of four (4) years.

*Softchoice Response*

Softchoice is not the manufacturer of the software Products contemplated herein. Softchoice will pass through applicable warranties from Microsoft to the COE, provided that such transfer is permitted by Microsoft. In purchasing the Products, COE will be relying on the Microsoft's specifications only.

## Pricing Sheet

### Response to 3.4: Pricing

- a) Provide price for the software and services identified in paragraph 1.2 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 COE will base a portion of its pricing score on prices submitted for the remaining products in the Volume Licensing product line.

#### *Softchoice Response*

Please see the Pricing Sheet on the following page.



Enrollment for Education Solutions					
<p>This is a sample of the Microsoft Products to be submitted during the RFP response. Reseller will be required to sell all products eligible under the Enrollment for Education Solutions with the same level of discounts for each SKU below Microsoft's published or agreed upon on price. This is not an all-inclusive list of eligible SKUs sold within this program.</p> <p>*Note: any incremental discounts directly from Microsoft must be transferred to the customer.</p>		2% Admin Fee to Owner	% LSP Margin	Level C Price**	Level D Price**
Cost + Margin					
N/A	Cost + Margin on all SKUs included in the program	2%	-1.5%		
Baseline packages					
AAD-38391	M365 EDU A3 ShrdSvr ALNG SubsVL MVL Per User	2%	-1.5%	\$49.20	Level C Only
AAD-38400	M365 EDU A5 ShrdSvr ALNG SubsVL MVL Per User	2%	-1.5%	Level D Only	\$96.00
AAD-38401 *	M365 EDU A5 Step-up From ShrdSvr ALNG SubsVL MVL Per User	2%	-1.5%	Level D Only	\$49.44
Service Options **					
9GS-00495	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic	2%	-1.5%	\$58.84	\$58.84
9GS-00128	CISSteDCCore ALNG LicSAPk MVL 16Lic CoreLic	2%	-1.5%	\$470.68	\$470.68
9GA-00006	CISSteStdCore ALNG LicSAPk MVL 2Lic CoreLic	2%	-1.5%	\$14.23	\$14.23
9GA-00308	CISSteStdCore ALNG LicSAPk MVL 16Lic CoreLic	2%	-1.5%	\$112.97	\$112.97
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	2%	-1.5%	\$37.50	\$37.50
9EA-00271	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic	2%	-1.5%	\$300.08	\$300.08
9EM-00265	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic	2%	-1.5%	\$47.14	\$47.14
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	2%	-1.5%	\$5.91	\$5.91
359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL	2%	-1.5%	\$18.57	\$18.57
228-04437	SQLSvrStd ALNG LicSAPk MVL	2%	-1.5%	\$80.18	\$80.18
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	2%	-1.5%	\$1,228.91	\$1,228.91
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	2%	-1.5%	\$320.46	\$320.46
Services					
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	2%	0%	\$1,224	\$1,224
N/A	Consumed Azure Services	2%	3%	5%	5%
	M365 Co-Pilot	2%	-1.5%	\$361.69	\$361.69

## References

Contractor Name:	Softchoice Corporation
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 Office of Education
Name of Contact:	Tyler Orick
Address:	2707 Transworld Dr. Stockton, CA 95206
Phone Number:	209-468-9094
Annual Dollar Value of Contract:	\$300,000
Start Date:	8/1/2019
Completion Date:	Ongoing
Description of Service:	Providing and Supporting Microsoft Products and Professional Services
Justification of Similar Size and Scope:	Managing Microsoft EES Agreement for a California COE

ACTIVE CONTRACT REFERENCE 2	
Name of Client:	Inyo County Office of Education
Name of Contact:	Justin Norcross
Address:	166 Grandview Road Bishop, CA 93514
Phone Number:	760-878-2426
Annual Dollar Value of Contract:	\$32,000
Start Date:	8/1/2019
Completion Date:	Ongoing
Description of Service:	Providing and Supporting Microsoft Products and Professional Services
Justification of Similar Size and Scope:	Managing Microsoft EES Agreement for a California COE

ACTIVE CONTRACT REFERENCE 3	
Name of Client:	Downey Unified School District
Name of Contact:	Chris Nezzar
Address:	11627 Brookshire Ave. Downey, CA 90241
Phone Number:	562-469-6901
Annual Dollar Value of Contract:	\$240,000
Start Date:	8/1/2019

Completion Date:	Ongoing
Description of Service:	Providing and Supporting Microsoft Products and Professional Services
Justification of Similar Size and Scope:	Managing Microsoft EES Agreement for a California Unified School District

Inactive References

Contractor Name:	Softchoice Corporation
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. The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer.	

<b>INACTIVE CONTRACT REFERENCE 1</b>	
Name of Client:	Idaho Department of Health and Welfare
Name of Contact:	Clint Walker
Address:	450 W State FL 9, Boise, ID 83720
Phone Number:	208-334-0624
Annual Dollar Value of Contract:	\$450,000
Start Date:	5/1/2019
Completion Date:	5/1/2024
Description of Service:	Providing and Supporting Microsoft Products and Professional Services
Justification of Similar Size and Scope:	Managing Microsoft Enterprise Agreement for Government State Agency
Justification for Inactivity:	Client required to move to statewide contract vehicle

<b>INACTIVE CONTRACT REFERENCE 2</b>	
Name of Client:	Alaska Native Tribal Health
Name of Contact:	Ron Maurer
Address:	4000 Ambassador Dr. Anchorage, AK 99508
Phone Number:	907-729-2611
Annual Dollar Value of Contract:	\$1,200,000
Start Date:	5/1/2013
Completion Date:	5/1/2022
Description of Service:	Providing and Supporting Microsoft Products and Professional Services
Justification of Similar Size and Scope:	Managing Microsoft Enterprise Agreement for the Native Tribal Health Consortium
Justification for Inactivity:	Client consolidated their procurement contracts with a single partner

## Acknowledgement of Amendments to RFP

Contractor hereby acknowledges receipt of any and all amendments to the RFP.

Amendment No.	Date Published	Date Received
Amendment 1	May 8, 2024	May 8, 2024
Amendment 2	May 10, 2024	May 10, 2024
Amendment 3	May 21, 2024	May 21, 2024

By: 

Date: May 24, 2024

Name: David Butkiewicz

Title: Manager, Public Sector Contracts

Name of Contractor: Softchoice Corporation

## Contractor Certification

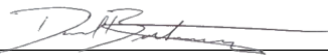
### CONFLICT OF INTEREST REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Contractor with the authority to submit a Proposal on behalf of the Contractor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete BID and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Contractor certifies that no employee of its firm has discussed, or compared the Proposal with any other Contractor or COE employee, and has not colluded with any other Contractor or COE employee.
- If the Contractor's Proposal is accepted by the COE, the Contractor will enter into a contract with the COE to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to the COE and the Contractor.

THE COE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

I hereby certify that I am submitting the attached Proposal on behalf of [*Specific Entity Submitting Proposal*]. I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Contractor understands and does not dispute any of the contents of the BID (except as may be noted in the Proposal).

  
 \_\_\_\_\_  
 Signature of Authorized Official

May 24, 2024  
 \_\_\_\_\_  
 Date

David Butkiewicz  
 \_\_\_\_\_  
 Printed Name of Authorized Official

Manager, Public Sector Contracts  
 \_\_\_\_\_  
 Title of Authorized Official

Contractor Name: Softchoice Corporation Address: 314 W Superior Suite 400, Chicago, IL 60654  
 Telephone: (312) 655-9040 Fax: N/A E-  
 Mail: David.Butkiewicz@softchoice.com


NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

## Piggyback Clause

Pursuant to Public Contract Code section 20118, other public agencies in the State of California may purchase identical items under the price, terms and conditions of this bid for the term specified by the Kings County Office of Education.

OPTION GRANTED: X\_\_\_\_\_

OPTION NOT GRANTED: \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Authorized Official

May 24, 2024  
\_\_\_\_\_  
Date

David Butkiewicz  
\_\_\_\_\_  
Printed Name of Authorized Official

Manager, Public Sector Contracts  
\_\_\_\_\_  
Title of Authorized Official

## Non-Collusion Declaration

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID


The undersigned declares:

I am the Manager, Public Sector Contracts of Softchoice Corporation, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 24, 2024 [date], at Chicago, IL [city],[state].

  
\_\_\_\_\_  
Signature of Authorized Official

May 24, 2024  
\_\_\_\_\_  
Date

David Butkiewicz  
\_\_\_\_\_  
Printed Name of Authorized Official

Manager, Public Sector Contracts  
\_\_\_\_\_  
Title of Authorized Official



## Debarment Certification


### CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Softchoice Corporation \_\_\_\_\_ [Firm Name/Principal] Certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not, within a three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.
- 5) If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

THE PRIMARY PARTICIPANT Softchoice Corporation / David Butkiewicz \_\_\_\_\_ Firm Name/Principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

  
\_\_\_\_\_  
Signature of Authorized Official

May 24, 2024  
\_\_\_\_\_  
Date

David Butkiewicz  
\_\_\_\_\_  
Printed Name of Authorized Official

Manager, Public Sector Contracts  
\_\_\_\_\_  
Title of Authorized Official

## Drug Free Workplace Certification

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
  - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the COE determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor: Softchoice Corporation

A handwritten signature in black ink, appearing to read 'David Butkiewicz', written over a horizontal line.

Signature

David Butkiewicz

Print Name

May 24, 2024

Date

Manager, Public Sector Contracts

Title

## W-9

Please see of copy of Softchoice Corporation's W-9 on the following page.



**KINGS COUNTY OFFICE OF EDUCATION**

**NOTICE OF AMENDMENT**

RFP NO. 2024-04

MICROSOFT PRODUCTS: COE WIDE

Please take notice that this Amendment shall modify Section 2.2 as follows:

<b>Event</b>	<b>Details</b>	<b>Date</b>
Last Day to Submit RFIs/Questions	Edward Bonham Chief Technology Officer, 443 Greenfield Ave. Hanford, CA 93230 edwardb@kingscoe.org	May 17, 2024 (10:00 a.m.)
Responses to RFIs/Questions	COE website > 72 hrs. prior to Bid Open	May 20, 2024
Proposal submission deadline		May 22, 2024 (10:00 a.m.)
Intent to Award posted	COE website	May 31, 2024
Protest Deadline	5:00 p.m. on 3rd business day following bid opening date	June 6, 2024 (5:00 p.m.)
Board of Education Action		June 12, 2024

All other provisions of the RFP shall remain the same.

**KINGS COUNTY OFFICE OF EDUCATION**

**NOTICE OF SECOND AMENDMENT**

RFP NO. 2024-04

MICROSOFT PRODUCTS: COE WIDE

Please take notice that this Amendment shall modify Section 2.2 as follows:

<b>Event</b>	<b>Details</b>	<b>Date</b>
Last Day to Submit RFIs/Questions	Edward Bonham Chief Technology Officer, 443 Greenfield Ave. Hanford, CA 93230 edwardb@kingscoe.org	May 17, 2024 (10:00 a.m.)
Responses to RFIs/Questions	COE website > 72 hrs. prior to Bid Open	May 22, 2024
Proposal submission deadline		May 27, 2024 (10:00 a.m.)
Intent to Award posted	COE website	May 31, 2024
Protest Deadline	5:00 p.m. on 3rd business day following bid opening date	June 6, 2024 (5:00 p.m.)
Board of Education Action		June 12, 2024

The modification in schedule will allow more time for Vendors to pose questions and have them answered by KCOE. All other provisions of the RFP shall remain the same.



**KINGS COUNTY OFFICE OF EDUCATION**

**NOTICE OF THIRD AMENDMENT**

RFP NO. 2024-04

MICROSOFT PRODUCTS: COE WIDE

Please take notice that this Amendment shall make two modifications to the RFP, First, Section 2.2 will be changed to provide an additional day for a Proposal to be submitted, as indicated below:

<b>Event</b>	<b>Details</b>	<b>Date</b>
Last Day to Submit RFIs/Questions	Edward Bonham Chief Technology Officer, 443 Greenfield Ave. Hanford, CA 93230 edwardb@kingscoe.org	May 17, 2024 (10:00 a.m.)
Responses to RFIs/Questions	COE website > 72 hrs. prior to Bid Open	May 22, 2024
Proposal submission deadline		May 28, 2024 (10:00 a.m.)
Intent to Award posted	COE website	May 31, 2024
Protest Deadline	5:00 p.m. on 3rd business day following bid opening date	June 6, 2024 (5:00 p.m.)
Board of Education Action		June 12, 2024

Second, when COE responds to the RFIs/Questions on May 22, 2024, COE shall also provide a copy of the Reseller Agreement.

All other provisions of the RFP shall remain the same.

# Kings County RFP Project 2024-04

## RFP Question & Response

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We appreciate your engagement with the KCOE Microsoft RFP 2024-04. To ensure transparency, we have gathered all inquiries from every participant as they were originally presented to us. Consequently, you may notice some repetition in the questions, reflecting the shared interests of multiple parties. Thank you for your understanding.

## Licensing Questions

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### RFP Question #1

- **QUESTION: Does Kings County Office of Education currently have any other Microsoft tenants, i.e. Dev/Test tenant, that they manage outside of the main production tenant, and licenses, listed in the RFP?**
  - *ANSWER: No. Keep in mind this is a piggybackable bid to serve CA LEAs, therefore it goes beyond the scope of what KCOE will be purchasing.*

### RFP Question #2

- **QUESTION: In addition to the three-year term proposed under Section 1.4, is KCOE open to a three-year term for its Azure Commit, 6QK-00001, as well?**
  - *ANSWER: Yes, but KCOE may be interested in expanding or modifying its licenses through the tenant. Keep in mind this is a piggybackable bid to serve CA LEAs, therefore it goes beyond the scope of what KCOE will be purchasing*

## CASA & EES Questions

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### RFP Question #3

- **QUESTION: It is assumed that The Kings County Office of Education has its own Microsoft Master Campus and School Agreement (CASA) in place with Microsoft. Can you confirm if that is correct and if so, can you provide the Master Campus and School Agreement (CASA) number and a copy of the current agreement, including any custom terms and conditions and pricing discount amendments that are in place under the current agreement with Microsoft?**

- *ANSWER: No, KCOE does not have its own Microsoft Master Campus and School Agreement. KCOE is running the bid for its own purchase through the CITE and Microsoft Master Campus and School Agreement and to make it piggybackable for other CA LEAs.*

#### RFP Question #4

- **QUESTION: If The Kings County Office of Education has its own Microsoft Master Campus and School Agreement (CASA), how many individual EES enrollments are associated with the Master Campus and School Agreement (CASA)?**
  - *ANSWER: KCOE does not have its own Microsoft Master Campus and School Agreement. KCOE is running the bid for its own purchase through the CITE and Microsoft Master Campus and School Agreement and to make it piggybackable for other CA LEAs. Currently over half of California LEAs purchase through the agreement.*

#### RFP Question #5

- **QUESTION: For any individual EES enrollments under the Master Campus and School Agreement (CASA), do they all align to the same start and end dates, or are the dates for each individual EES enrollment different? If different, please confirm the date range.**
  - *ANSWER: KCOE does not have its own Microsoft Master Campus and School Agreement. KCOE is running the bid for its own purchase through the CITE and Microsoft Master Campus and School Agreement and to make it piggybackable for other CA LEAs. If you are referring to the CITE and Microsoft Master Campus and School Agreement, it is our understanding that enrollment windows are utilized and the enrollments will have different start and end dates within these preset windows.*

#### RFP Question #6

- **QUESTION: Can The Kings County Office of Education provide the contact information for their Account Executive with Microsoft?**
  - *ANSWER: KCOE does not have an assigned Microsoft Account Executive, KCOE uses the Microsoft Account Executive assigned to the CITE and Microsoft Master Campus and School Agreement.*

#### RFP Question #7

- **QUESTION: What is the estimated contract value for all licensing agreements to be renewed under the newly awarded contract?**
  - *ANSWER: KCOE does not have its own Microsoft Master Campus and School Agreement. KCOE is running the bid for its own purchase through the CITE and*

*Microsoft Master Campus and School Agreement and to make it piggybackable for other CA LEAs. KCOE does not have this information at this time.*

### RFP Question #8

- **QUESTION:** On page 5, Section 1.5, it mentions “piggy backing”. How many public agencies currently purchase off of the existing Microsoft LSP reseller agreement? Does each agency/school submit an individual purchase order to the LSP?
  - *ANSWER: KCOE does not have its own Microsoft Master Campus and School Agreement. KCOE is running the bid for its own purchase through the CITE and Microsoft Master Campus and School Agreement and to make it piggybackable for other CA LEAs. Currently over half of California LEAs purchase through the agreement.*

### RFP Question #9

- **QUESTION:** Can you provide the annual volume of the existing Microsoft LSP reseller agreement?
  - *ANSWER: KCOE does not have its own Microsoft Master Campus and School Agreement. KCOE is running the bid for its own purchase through the CITE and Microsoft Master Campus and School Agreement and to make it piggybackable for other CA LEAs. Currently over half of California LEAs purchase through the agreement.*

### RFP Question #10

- **QUESTION:** Is there a Microsoft amendment in place? If so, can this be provided ?
  - *ANSWER: KCOE does not have its own Microsoft Master Campus and School Agreement. KCOE is running the bid for its own purchase through the CITE and Microsoft Master Campus and School Agreement and to make it piggybackable for other CA LEAs. It is our understanding that there are no pending amendments to the current agreement.*

## Support Questions

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### RFP Question #11

- **QUESTION:** On page 4, Section 1.3 (e), it states that the LSP will provide “reporting services”. Can you elaborate on the “reporting services” that are being requested?

- *ANSWER: Reporting services refer to monthly, quarterly and annual reports on the sales, service and customers. Additional details are available in the Reseller Agreement that has been attached for your reference.*

## RFP Question #12

- **QUESTION: On page 4, Section 1.3 (f), it mentions, the LSP will “assign a dedicated sales team specific to the COE, including representative residing in California, tele-presence team members available during California business hours and Microsoft licensing and technical specialists.” Is the having a representative reside in California a mandatory requirement? Since there are no volumes stated in the RFP, how large is the team that supports this agreement today?**
  - *ANSWER: For the purposes of this RFP, KCOE shall interpret this clause to mean that having a representative reside in California is preferable, but not mandatory. The team currently supporting the program consists of 9 on the sales team and 8 on the operations and support team.*

## RFP Question #13

- **QUESTION: On page 5, Section 1.3 (j), states that the LSP will “generate and issue electronic and paper copy “Order Confirmation Reports” for each software product ordered by the COE and authorized users”. Microsoft sends out an order confirmation to the purchasing school after each order has been processed. Are you looking for something other than this?**
  - *ANSWER: Microsoft sends out an order confirmation to the purchasing school after each order has been processed. We are not looking for anything additional.*

## RFP Question #14

- **QUESTION: On page 10, Section 3.3 (a), the RFP asked us to describe our help desk operations. Can you provide your definition of help desk services and your expectations for what is covered and provided? What help desk services are being offered under the current contract? Are there additional charges for these services?**
  - *ANSWER: Adequate sales support is required, at no additional cost. The scope and type of services will be laid out in the Reseller Agreement, which we have attached to this Question and Answer Response.*

## Reseller Agreement Questions

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### RFP Question #15

- **QUESTION: Can you provide a copy of the draft Reseller Agreement?**
  - *ANSWER: Yes. This will be provided as an attachment to the Q/A*

### RFP Question #16

- **QUESTION: Can The Kings County Office of Education provide a copy of the draft reseller agreement referenced in Section 1.1 at the bottom of page #1 of the RFP?**
  - *ANSWER: Yes. One will be provided with the Q/A*

### RFP Question #17

- **QUESTION: On page 1, Section 1.1, it mentions a “copy of the draft reseller Agreement is available upon request”. Can this be provided for review?**
  - *ANSWER: Yes. This will be provided as an attachment to the Q/A*

## General RFP Questions

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### RFP Question #18

- **QUESTION: Is the intent with this RFP to award to a single LSP vendor or to award to multiple LSP vendors?**
  - *ANSWER: Yes, it is the current intention to award to one LSP, however, we reserve the right to award to more than one LSP.*

### RFP Question #19

- **QUESTION: Can you elaborate on what COE is expecting as a response for question 3.1e? Our team has a few interpretations on how we understand the question and are looking for further guidance.**
  - e). Describe any experiences you have had with other companies as their reseller. Your answer should include the identification of the name of the company for which you served as the reseller and your duration as a reseller.
    - *ANSWER: We are asking for your references.*

## RFP Question #20

- **QUESTION:** I would like to request an electronic copy of the specifications or any other documents associated with this project. If a fee is required, please inform me beforehand.
  - *ANSWER:* All documents pertaining to the RFP have been shared with all bidding parties. Additionally, all documents are available on our Kings County Office of Education website found here: <https://www.kingscoe.org>.

## Timelines & Extension Questions

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### RFP Question #21

- **QUESTION:** Due to the importance of this RFP, the current tight timeline, and the hardcopy submission requirement, is The Kings County Office of Education willing to extend the RFP deadline by an additional two weeks?
  - *ANSWER:* KCOE intends to extend the submission deadline to May 28, 2024 at 10:00am. KCOE is not currently considering an extension beyond May 28, 2024 at 10:00am.  
*Additionally, KCOE has waived the requirement for proposals to be in hardcopy format. KCOE will accept digital submissions.*

### RFP Question #22

- **QUESTION:** The proposal submission is due on May 27, 2024 at 10AM which is the Memorial Day Holiday. In addition, the time between when responses to RFP questions will be received and when we need to send our hardcopy response (to ensure receipt by the due date) is very short. Would Kings County Office of Education consider extending the proposal submission deadline by two weeks?
  - *ANSWER:* KCOE intends to extend the submission deadline to May 28, 2024 at 10:00am. KCOE is not currently considering an extension beyond May 28, 2024 at 10:00am.  
*Additionally, KCOE has waived the requirement for proposals to be in hardcopy format. KCOE will accept digital submissions.*

### RFP Question #23

- **QUESTION:** Can you clarify if COE will be releasing answers to vendor questions as they are received? Or, are you waiting until 5/20 to release all answers?
  - *ANSWER:* We will answer questions as promptly as practicable, but no later than May 22, 2024, per the amended RFP timeline.



## RFP Question #24

- **QUESTION:** On page #1, it states that “All written requests for clarification regarding the scope of work or contract terms and conditions as stated in the RFP must be received in writing before May 8, 2024 at 10:00 am.” However, later in the RFP listed under the “Calendar of Events” it states that the “Last Day to Submit RFPs/Questions is May 10, 2024 at 10 AM.” Can you confirm which is correct for the last day for a vendor to issue RFPs/questions related to this RFP, please?
  - *ANSWER: The timeline has been extended by subsequent amendments, these updates were all shared via email. The amended final submission is May 28, 2024.*

## RFP Question #25

- **QUESTION:** Per the paragraph 6 of the RFP, “all written requests for clarification regarding the scope of work or contract terms and conditions as stated in the RFP must be received in writing before May 17 (revised from May 8 due to extension of Q&A), 2024 at 10:00 am”, however, we will not receive a copy of the reseller agreement in order to review terms until 5/22. Can we reserve the right to negotiate terms upon award? Or, if we can provide exceptions to the reseller agreement with our response, can you please extend the due date by 1 business week in order to allow vendors time to review all terms and conditions and provide a compliant response?
  - *ANSWER: The Reseller Agreement is provided as an attachment to this document in draft form. It is not intended to be signed and submitted with this bid. The necessary parties will be able to discuss once the bid has closed and been awarded.*

## Bid Pricing Questions

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## RFP Question #26

- **QUESTION:** On page #3 of 20 of the RFP, under "Services" it lists 3 line items. For the "Consumed Azure Services" line item listed, it's assumed that the school district is seeking a response from vendors for a markup above cost for any Azure cloud services consumed beyond the initial Azure Monetary Commitment prepayment amount. Can you confirm if that is what the Kings County Office of Education is seeking for this line item?
  - *ANSWER: Please include a markup range and a detailed SKU listing would be great as well, but not required*

## RFP Question #27

- **QUESTION:** On page #3 of 20 of the RFP, under "Services" it lists 3 line items. For the "M365 Co-Pilot" line item listed, there are multiple M365 Copilot licensing options that Microsoft has available through the EES licensing program. Is there a specific Microsoft part number that the Kings County Office of Education would like for responding vendors to include for pricing? Or should responding vendors include pricing for all Microsoft M365 Co-Pilot licensing options available under the EES licensing program in response to the pricing portion for M365 Co-Pilot in response to pricing portion of the RFP?
  - *ANSWER: Please include a markup range and a detailed SKU listing would be great as well, but not required*

## RFP Question #28

- **QUESTION:** On page 12, the pricing table, one of the columns at the top says "2% admin fee to Owner". We did not see any other reference to this in the RFP or explanation of this fee. Can you please provide additional information? Is this paid to the schools, to COE or someone else? How often is this paid? What is the 2% on, all Microsoft sales into the COE schools?
  - *ANSWER: KCOE is running the bid for its own purchase through the CITE and Microsoft Master Campus and School Agreement and to make it piggybackable for other CA LEAs. CITE receives the 2% administration fee, as the "Owner", to conduct all administrative duties associated with the program. Details of the administrative duties are defined in the Reseller Agreement (attached to this response)*

## RFP Question #29

- **QUESTION:** Can you please provide clarification for the 4 columns requiring information?
  - **For 2% Admin Fee to Owner:** Are you looking for the reseller to just agree to a 2% admin fee?
  - **For % LSP Margin:** Should we just include a % for the reseller margin?
  - **For Level C and Level D Price:** Are you expecting to see a final price for that specific level? Are you looking for 2 prices?
- *ANSWER: KCOE is running the bid for its own purchase through the CITE and Microsoft Master Campus and School Agreement and to make it piggybackable for other CA LEAs.*
  - *CITE receives the 2% administration fee, as the "Owner", to conduct all administrative duties associated with the program. Details of the administrative duties are defined in the Reseller Agreement (attached to this response).*

- *Yes, please provide the discount % for the LSP margin*
- *After accounting for the above percentages, we would like to see the total price offering for Level C and Level D pricing, in their respective columns*

\*\*\* Proof of Publication \*\*\*

The Sentinel  
SM California News Media Inc.  
P.O. Box 9  
Hanford, CA 93232  
Phone 559-582-0471 <+1-559-582-0471>  
billing@hanfordsentinel.com

TREESINEU MCDANIEL  
6300 WILSHIRE BLVD SUITE 1700  
LOS ANGELES CA 90048

ORDER NUMBER 338422

Publication- The Hanford Sentinel

State of California

County of Kings

I am a citizen of the United States and a resident of the county foresaid; I am over the age of eighteen years, and not a part to or interested in the above entitled matter, I am the principal clerk of The Hanford Sentinel, a newspaper of general circulation, printed and published daily in the city of Hanford, County of Kings, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Kings, State of California, under the date of October 23, 1951, case number 11623.

That I know from my own personal knowledge the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspapers and not in any supplement thereof on the following dates, to wit:

Section: Legals  
Category: 201 Public Notices  
PUBLISHED ON: 05/08/2024

TOTAL AD COST: 151.99  
FILED ON: 05/08/2024

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Kings County, California

This Day 8 of May, 2024

Signature [Signature]

Ad text : AD#338422

## NOTICE INVITING PROPOSALS

Kings County Office of Education (hereinafter "COE") seeks an authorized Licensing Solutions Provider ("LSP") to be awarded and administer a Microsoft Academic Volume Licensing program. The COE will receive bids until 10:00 a.m. on May 22, 2024, and invites proposals from Microsoft-authorized LSPs to provide specified Microsoft Products and Professional Services. Copies of the Request for Proposals (RFP) containing further details may be obtained by contacting Edward Bonham at [edwardb@kingscoe.org](mailto:edwardb@kingscoe.org)

All proposers are required to read and completely familiarize themselves with the terms and conditions of the RFP, and to submit all necessary paperwork as specified in the RFP. All forms must be completed, signed, and returned with the bid. The RFP contemplates a "piggyback" contract and, as a result, other public agencies may make orders based on the contract. The COE reserves the right to postpone the opening of proposals, accept or reject any and all proposals, and to waive any informality in any proposal, all as the COE deems to be in its own best interests.

Interested parties may obtain a copy of the bid package from the COE office, 1144 W. Lacey Blvd. Hanford, CA 93230 or via email request to [edwardb@kingscoe.org](mailto:edwardb@kingscoe.org).

No forms transmitted via the internet, email, facsimile, or any other electronic means will be considered.

The Board of Trustees reserves the right to waive irregularities and to reject any and all bids.

The deadline for submitting proposals shall be May 22, 2024, at 10:00 a.m.

**\*\*\* Proof of Publication \*\*\***

The Sentinel  
SM California News Media Inc.  
P.O. Box 9  
Hanford, CA 93232  
Phone 559-582-0471 <+1-559-582-0471>  
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TREESINEU MCDANIEL  
6300 WILSHIRE BLVD SUITE 1700  
LOS ANGELES CA 90048

ORDER NUMBER 340079

Publication- The Hanford Sentinel

State of California

County of Kings

I am a citizen of the United States and a resident of the county foresaid; I am over the age of eighteen years, and not a part to or interested in the above entitled matter, I am the principal clerk of The Hanford Sentinel, a newspaper of general circulation, printed and published daily in the city of Hanford, County of Kings, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Kings, State of California, under the date of October 23, 1951, case number 11623.

That I know from my own personal knowledge the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspapers and not in any supplement thereof on the following dates, to wit:

Section: Legals  
Category: 201 Public Notices  
PUBLISHED ON: 05/15/2024

TOTAL AD COST: 151.99  
FILED ON: 05/15/2024

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Kings County, California

This Day 15 of May, 2024

Signature 

Ad text : AD#340079

## NOTICE INVITING PROPOSALS

Kings County Office of Education (hereinafter "COE") seeks an authorized Licensing Solutions Provider ("LSP") to be awarded and administer a Microsoft Academic Volume Licensing program. The COE will receive bids until 10:00 a.m. on May 22, 2024, and invites proposals from Microsoft-authorized LSPs to provide specified Microsoft Products and Professional Services. Copies of the Request for Proposals (RFP) containing further details may be obtained by contacting Edward Bonham at [edwardb@kingscoe.org](mailto:edwardb@kingscoe.org)

All proposers are required to read and completely familiarize themselves with the terms and conditions of the RFP, and to submit all necessary paperwork as specified in the RFP. All forms must be completed, signed, and returned with the bid. The RFP contemplates a "piggyback" contract and, as a result, other public agencies may make orders based on the contract. The COE reserves the right to postpone the opening of proposals, accept or reject any and all proposals, and to waive any informality in any proposal, all as the COE deems to be in its own best interests.

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No forms transmitted via the internet, email, facsimile, or any other electronic means will be considered.

The Board of Trustees reserves the right to waive irregularities and to reject any and all bids.

The deadline for submitting proposals shall be May 22, 2024, at 10:00 a.m.



# KINGS COUNTY BOARD OF EDUCATION REGULAR MEETING

TRUSTEE AREA 1



MARLENE "MICKEY" THAYER

TRUSTEE AREA 2



MARY GONZALES-GOMEZ

TRUSTEE AREA 3



TAWNY ROBINSON

TRUSTEE AREA 4



ADAM T. MEDEIROS

TRUSTEE AREA 5



ALICIA RAMIREZ

Monday, June 10, 2024  
Kings County Office of Education  
1144 W. Lacey Blvd. Hanford, CA, 93230  
4:00 PM

1. Call to Order ~ President Robinson
2. Pledge of Allegiance ~ President Robinson
3. **COMMENTS FROM THE PUBLIC**  
*Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comment to no more than 3 minutes and the total time for public input on an agenda item shall not exceed 20 minutes.*

## PUBLIC HEARING

1. PUBLIC HEARING: 4:00 PM ~ 2024 - 2025 Local Control Accountability Plan (LCAP) - Joy Santos
2. PUBLIC HEARING: 4:00 PM ~ 2024 - 2025 Kings County Office of Education Budget - Jamie Dial

## CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and may be enacted by one motion. Any consent calendar item may be removed at the request of any board member and made part of the regular meeting. Items removed from the Consent Calendar will be voted on in the order they appear.

<p><b>1</b></p> <p>Consider the Minutes of the May 8, 2024 Regular Meeting - President Robinson</p>	<p><b>2</b></p> <p>Consider Board Policy 3460: Financial Reports and Accountability (2nd Read) - Jamie Dial</p>	<p><b>3</b></p> <p>Consider Board Policy with Administrative Regulation 5113.1: Chronic Absence and Truancy (2nd Read) - Joy Santos</p>	<p><b>4</b></p> <p>Consider Board Policy with Administrative Regulation 6171: Title I Programs (2nd Read) - Joy Santos</p>
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## ACTION ITEMS

1. Consider Bid Proposal from Softchoice - Edward Bonham
2. Consider Resolution A061024 - Resolution Regarding The Education Protection Account - Jamie Dial
3. Consider the *Dream Center* Lease Agreement - Jamie Dial
4. Consider Prop 28 - Arts and Music in Schools Annual Report for 2023-2024 - Jamie Dial
5. Consider the Annual System of Support Report - Joy Santos

## INFORMATION ITEMS

1. Review the Annual Preschool Program Self-Evaluation Report - Joy Santos
2. Review the JCM California Community School Partnership Program Implementation Plan - Joy Santos
3. Review the Disposal of Fixed Assets - Jamie Dial

## SUPERINTENDENT'S REPORT

## COMMENTS FROM THE BOARD

### UPCOMING EVENTS

Upcoming Regular Meetings of the Kings County Board of Education: Wednesday, June 12, 2024  
Candidate Information Meeting - Kings County Elections Department : Wednesday, June 19, 2024



Any writings or documents that are public record are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection at the Kings County Office of Education located at 1144 W. Lacey Blvd., Hanford, CA 93230 during normal business hours.

Any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent in writing.



**Kings County Board of Education  
Regular Meeting  
June 10, 2024**

**Kings County Office of Education, 1144 W. Lacey Blvd., Hanford, CA 93230  
4:00 PM**

**CALL TO ORDER:** President Tawny Robinson convened the regular meeting of the Kings County Board of Education at 4:00 p.m. member Thayer led the audience in the Pledge of Allegiance.

**MEMBERS PRESENT:** Board members in attendance included: President Tawny Robinson, , Mrs. Mickey Thayer and Mrs. Mary Gonzales-Gomez. Mr. Adam T. Medeiros arrived at 4:02 pm. Vice President Alicia Ramirez arrived at 4:16 pm.

**OTHER PARTICIPANTS:** Mrs. Jamie Dial, Mrs. Brooke Warkentin, Mr. Edward Bonhan, Mrs. Joy Santos, Mrs. Therese Westfall, and Mrs. Karen Ormsby of the Grand Jury.

**COMMENTS FROM THE PUBLIC:** None.

**PUBLIC HEARING 4:00 PM - 2024-2025 LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)** Mrs. Joy Santos presented the Public Hearing 4:00 PM - 2024-2025 Local Control Accountability Plan (LCAP). The presentation provided insight to the planned efforts that are being implemented at J.C. Montgomery School. Members of the public were offered the opportunity to provide feedback on the plan. There was no feedback provided at this time.

**PUBLIC HEARING 4:00 PM - 2024-2025 KINGS COUNTY OFFICE OF EDUCATION BUDGET** Mrs. Jamie Dial presented the Public Hearing 4:00 PM - 2024-2025 Kings County Office of Education Budget. The presentation gave oversight to how the County Office plans to use funding in 2024-2025. Members of the public were offered the opportunity to provide feedback on the plan. There was no feedback provided at this time.

**APPROVAL OF CONSENT CALENDAR:** President Robinson presented the Consent Calendar with the following items:

- Consider the Minutes of the May 8, 2024 Regular Meeting - President Robinson
- Consider Board Policy 3460: Financial Reports and Accountability (2nd Read) - Jamie Dial
- Consider Board Policy with Administrative Regulation 5113.1 Chronic Absence and Truancy (2nd Read) - Joy Santos
- Consider Board Policy with Administrative Regulation 6171: Title I Programs (2nd Read) - Joy Santos

On motion by Adam Medeiros, second by Mickey Thayer the Consent Calendar was approved as follows:

**AYES: 5 Robinson, Ramirez, Medeiros, Thayer, Gonzales-Gomez  
NOES: 0  
ABSENT: 0**

**CONSIDER BID  
PROPOSAL FROM  
SOFTCHOICE:**

Mr. Edward Bonham presented the Bid Proposal from Softchoice.

On motion by by Adam Medeiros, second by Mary Gonzales-Gomez, the Bid Proposal from Softchoice was approved as follows:

**AYES: 5 Robinson, Ramirez, Medeiros, Thayer, Gonzales-Gomez**  
**NOES: 0**  
**ABSENT: 0**

**CONSIDER RESOLUTION  
A061024 - RESOLUTION  
REGARDING THE  
EDUCATION  
PROTECTION ACCOUNT:**

Mrs. Jamie Dial presented Resolution A061024 - Resolution Regarding the Education Protection Account.

On motion by Mickey Thayer, second by Vice President Ramirez, Resolution A061024 - Resolution Regarding the Education Protection Account was approved as follows:

**AYES: 5 Robinson, Ramirez, Medeiros, Thayer, Gonzales-Gomez**  
**NOES: 0**  
**ABSENT: 0**

**CONSIDER THE DREAM  
CENTER LEASE  
AGREEMENT:**

Mrs. Jamie Dial presented the Dream Center Lease Agreement.

On motion by Mary Gonzales-Gomez, second by Mickey Thayer, the Dream Center Lease agreement was approved as follows:

**AYES: 5 Robinson, Ramirez, Medeiros, Thayer, Gonzales-Gomez**  
**NOES: 0**  
**ABSENT: 0**

**CONSIDER PROP 28 -  
ARTS AND MUSIC IN  
SCHOOLS ANNUAL  
REPORT FOR 2023-2024:**

Mrs. Jamie Dial presented the Prop 28 - Arts and Music in Schools Annual Report for 2023-2024.

On motion by Adam Medeiros, second by Mickey Thayer, Prop 28-Arts and Music in Schools Annual Report for 2023-2024 was approved as follows:

**AYES: 5 Robinson, Ramirez, Medeiros, Thayer, Gonzales-Gomez**  
**NOES: 0**  
**ABSENT: 0**

**CONSIDER THE ANNUAL  
SYSTEM OF SUPPORT  
REPORT:**

Mrs. Joy Santos presented the Annual System of Support Report.

On motion by Mary Gonzales-Gomez, Second by Alicia Ramirez, the Annual System of Support Report was approved as follows:

**AYES: 5 Robinson, Ramirez, Medeiros, Thayer, Gonzales-Gomez**  
**NOES: 0**  
**ABSENT: 0**

**REVIEW THE ANNUAL  
PRESCHOOL PROGRAM  
SELF EVALUATION  
REPORT:**

Mrs. Joy Santos presented the annual preschool program self evaluation report. This item was brought to the Board for information only and requires no further action at this time.

**REVIEW THE JCM  
CALIFORNIA COMMUNITY  
SCHOOL PARTNERSHIP  
PROGRAM  
IMPLEMENTATION PLAN:**

Mrs. Joy Santos presented the JCM California Community School Partnership Program Implementation Plan. This item was brought to the Board for information only and requires no further action at this time.

**REVIEW THE DISPOSAL  
OF FIXED ASSETS:**

Mrs. Jamie Dial presented the Disposal of Fixed Assets. This item was brought to the Board for information only and requires no further action at this time.

**SUPERINTENDENT'S  
REPORT**

Superintendent, Todd Barlow presented the following state and local updates:

- Photos of the Shelly Baird Olympic event
- Photos of Shelly Baird Graduation
- Budget update reviewing legal language of AB 154 and the three year budget cycle
- JC Montgomery Golden State Pathways Implementation Plan

**COMMENTS FROM THE  
BOARD**

Member Gonzales-Gomez reported:

- She attended the Kings County Excellence in Education Awards and commended the staff on a well hosted event.
- She attended the Community Connect event, she enjoyed seeing so many agencies come together to network and discuss ways to support students. She shared that she hopes it becomes an annual event.
- She shared about her experience attending the last SARB meeting for Corcoran Unified School District.
- She attended the Mental Health Awareness walk/run at Corcoran High School which had a turn out of almost 200 people.
- She attended the Corcoran Veteran's Memorial Service at which the Corcoran High School band director was invited to play an instrument.
- She attended a pizza social and feedback night, hosted for the community by the Superintendent of Corcoran Unified.

Member Thayer reported:

- She reminded the board to reach out to local businesses that might be interested in donating goods that represent Kings County that can be included in a raffle basket that will be presented at the County Board Member Services Conference in September.

Member Medeiros reported:

- He was also in attendance at the Kings County Excellence in Education event, and complemented the hors d'oeuvres style event.
- He attended the Kings River-Hardwick Graduation, which honored 101 graduates, the largest graduating class in the school's history.
- He successfully passed out over 1,400 pocket constitutions to all Hanford schools in the 23/24 school year, and is looking forward to continuing the service next year.
- He was honored to speak at the Memorial Day event at the Armona Cemetery.

Vice President Ramirez reported:

- She attended the Kings County Excellence in Education event and complemented the turn out of the event.
- She also attended the Community Connect event and would also like to see it become an annual event.
- The CDCR will be providing a small grant to Kings Lake School in Corcoran to fund the continuation of equine therapy for the students.

President Robinson reported:

- She attended both the Excellence in Education and Community Connect event and shared that she enjoys when the Board is able to go out into the community and attend events as a collective.
- She also attended Shelly Baird Graduation.
- She submitted a letter of support for JC Montgomery School in regards to the Golden Bell Award and their work with the Stories with Style program.
- She has submitted a proposal for a screening of The Truth About Reading for the County Board Member Services Conference and the upcoming CSBA conference. She also noted that in the future, she would like to assist in writing proposals to highlight other programs being run through the County Office.
- She shared that she will be attending the County Board Member Services Conference in September and encouraged all board members to attend.

There were no other comments from the board.

There being no further business, the meeting adjourned at 5:35 PM.

Sincerely,

A handwritten signature in cursive script, appearing to read "Todd Barlow", written over a horizontal line.

Todd Barlow  
Ex Officio Secretary

**RESELLER AGREEMENT**  
**Between Kings County Office of Education and Softchoice Corporation**

This Reseller Agreement (“Agreement”) is made and entered into as of July 31, 2024, between the Kings County Office of Education, (“COE”) a public agency organized under the laws of California, and Softchoice Corporation, a corporation, organized under the laws of the State of New York, (“Contractor”) for the purpose of implementing a software purchase and license program for the public agencies. Contractor and COE may singularly be identified as “Party” and collectively referred to as “Parties”.

**RECITALS**

**WHEREAS**, COE wishes to obtain software licenses from Microsoft for the use and benefit of its faculty, staff (and students); and

**WHEREAS**, COE wishes to enter into a Volume Licensing Agreement with Microsoft for Volume Licensing Agreement software licenses; and

**WHEREAS**, Pursuant to the Volume Licensing Agreement with Microsoft, COE is required by Microsoft to retain an authorized reseller (“Reseller”) for the procurement of the software licenses and licensing support; and

**WHEREAS**, COE further desires the assistance of a Reseller in the implementation and administration of license procurement and licensing support; and

**WHEREAS**, COE published a Request for Proposal for a Reseller and selected Contractor as the successful candidate; and

**WHEREAS**, Pursuant to Public Contract Code section 20118 and the terms of this Agreement, other public agencies in the State of California may "piggyback" this agreement under the same terms and conditions found herein; and

**NOW THEREFORE, FOR GOOD AND SUFFICIENT CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

1. **Purpose of the Agreement**: Contractor shall procure licenses for Microsoft products and provide assistance to COE in support of these purchases.
2. **Definitions**: The following terms, as used herein, shall have the following meanings:
  - a. “Effective Date of the Agreement” shall mean the date when the Agreement has been fully executed by the Parties.
  - b. “Manufacturer” will mean Microsoft Corporation.
  - c. “Piggybacking of Contract” shall mean the ability of a school COE or eligible public agency to participate in the contract pursuant to the provisions of Public Contract Code section 20118.

3. **Documents Incorporated Into this Agreement**: The following documents shall be deemed incorporated and shall be referenced as being part of this Agreement:
  - a. COE's Request for Proposals
  - b. Pricing Schedule
4. **Term of Agreement**: The term of this Agreement shall be for three (3) years, commencing from the Effective Date of the Agreement. The parties may extend this Agreement by an additional two (2) terms of one (1) year each term.
5. **Pricing Information**: Contractor agrees that pricing provided in the Pricing Schedule shall not change for the term of this Agreement. Changes in Manufacturer's product selection are to take effect immediately upon the effective date of the Manufacturer's changes. Other changes to price lists and postings will take effect on the dates set by COE and the Contractor.
6. **Account Manager/Staffing**: Contractor will provide a regularly assigned Account Manager and adequate staffing to service and manage all aspects of the account in a timely and efficient manner.
7. **Account Staff Quality**: Members of the Contractor support team shall be thoroughly trained and experienced in the requirements and processes related to Microsoft agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions. At COE's request, Contractor shall provide additional training as needed to ensure adequate support is provided to COE.
8. **Full Scope Software Support**: Contractor shall provide and support the electronic software distribution program for students, faculty, and staff, in support of student option benefits, Office Pro Plus benefit and other qualifying academic licensing benefits.
9. **Microsoft Authorized Reseller**: It shall be a condition of this Agreement that the Contractor is and shall remain a Microsoft-authorized Reseller ("Reseller"). The failure of the Contractor to remain a Microsoft-authorized Reseller shall be a material breach of the Agreement and the COE may terminate the Agreement.
10. **Initial Microsoft Implementation**: Contractor shall execute the numerous enrollment options available from Microsoft. Contractor shall thoroughly review the provisions of the Microsoft agreement, submit an executed Enrollment Agreement and obtain an Enrollment Number, prior to placing an order under this Agreement.
11. **Initial Customer Enrollment**: Contractor shall work closely COE and ensure the required documentation is in place as needed. Contractor shall be responsible for servicing and administering enrollment under the agreement, ensuring prompt processing of enrollment forms, and insuring enrollment conforms to the requirements of the Microsoft agreement.

**12. Piggybacking, E-Rate and K12 Voucher:** Contractor shall be conversant in assisting COE to make contracts or payments under the alternative processes listed below:

- a. *Piggybacking*: Public agencies who elect to participate contractually in the Program through a contract process called “Piggybacking.”
- b. *E-Rate*: COE may also attempt to receive further discounting through the E-Rate process. Contractor will assist COE in modifying the Program to reflect the Piggybacking and E-Rate processes. Contractor shall have, at the time this contract is signed, a current USAC Service Provide Identification Number (“SPIN”) and agree to keep their SPIN current for each year of the term of this Agreement.

**13. Incidental and Accessory Duties:** Contractor shall perform all other necessary incidental and accessory duties as needed to fulfill its duties under this Agreement.

**14. Indemnity and Warranty Disclaimer:** Each party, as indemnitor, agrees to indemnify, defend, and hold harmless the other party and its affiliates and their respective officers, directors, trustees, agents, servants and employees with respect to all losses, damages, costs, charges, demands and expenses (including attorney’s fees), arising out of or resulting from a third-party claim, suit or proceeding based on: (i) such Party’s breach of any representation or warranty set forth in this Agreement; or (ii) Any such Party’s breach of any obligation under this Agreement. An indemnifying party shall not be required to indemnify any Party who is determined by final judgment to be solely at fault. COE acknowledges that Contractor has no control over the technology of the Manufacturer, and therefore cannot indemnify COE for claims that the software infringes any patent, copyright, trademark, trade secret or other intellectual property right. Contractor will pass through to COE any indemnities provided to Contractor by the Manufacturer, provided that such transfer is permitted by the Manufacturer. COE acknowledges that Contractor is not the manufacturer of the products and the only warranties offered are those that may be offered by the Manufacturer. Contractor shall pass through to COE any warranties provided to Contractor by the applicable Manufacturer, provided that such transfer is permitted by such Manufacturer. In purchasing the products, COE is relying on the Manufacturer's specifications only. **CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATED TO PRODUCTS SOLD UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.**

**15. Modification of Agreement:** This Agreement may be modified only by an agreement in writing between the Parties.

**16. Non-Endorsement:** Contractor shall not use COE’s name or the Program in marketing products or services to parties not covered by this Agreement in a way which states or implies that COE endorses a particular product or service of the Contractor.



- 17. Breach of Agreement:** Any material breach of the terms and conditions of this Agreement by the Contractor, which is not remedied within ten (10) days of receipt of written notice from COE, shall allow COE to terminate the agreement for cause.
- 18. Termination of Agreement:** COE reserves the right to cancel the Agreement for its convenience, upon ninety (90) days notice to Contractor. In such event, the contractor's recourse shall be limited to its actual costs and in no instance shall damages include lost profits or consequential damages.
- 19. Proof of Insurance:**
- a. Contractor shall obtain Commercial and General Liability Insurance with a per occurrence minimum limit of \$1,000,000 and \$2,000,000, aggregate.
  - b. Within ten (10) days of the execution of this Agreement, and prior to commencing work under this Agreement, Contractor shall have obtained all insurance and endorsements for such insurance and delivered them to COE in duplicate for approval by COE. Endorsements and insurance policies shall not be canceled or reduced in required limits of liability or amounts of insurance, without Contractor providing COE at least thirty (30) days' written notice of any such cancellation or reduction. Endorsements shall state in particular, those insured, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- 20. Limitation of Liability:** Neither party will be liable to the other for special, punitive, indirect, incidental or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of assets, provided however that for the avoidance of doubt, damages arising in connection with obligations of indemnification hereunder shall be deemed to be direct damages for which recovery shall not be barred by this paragraph. COE AGREES THAT CONTRACTOR'S TOTAL AND AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COST OR EXPENSE SUFFERED OR INCURRED BY COE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT IS HEREBY LIMITED TO THE DOLLAR AMOUNT PAID BY COE FOR THE PRODUCT GIVING RISE TO THE CLAIM.
- 21. Provisions Required by Law:** Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, if though mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party to the Agreement shall forthwith be physically amended to make such insertion or correction.
- 22. Waiver:** Unless otherwise agreed to in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 23. Notice and Service:** All notices from one party to the other under this Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized

representative of such party. All notices shall be delivered or sent to the parties at their respective addresses or numbers shown below as a party may designate by prior notice, in accordance with this provision to the other party. Notice shall be by both email and hard copy in the United States mail.

**If to Contractor:**

Softchoice Corporation  
173 Dufferin St. Suite 200  
Toronto ON M6K 3H7 Canada  
Attn: Legal Department

**If to COE:**

Edward Bonham, Chief Technology Officer  
1144 W. Lacey Blvd.  
Hanford, CA 93230  
[edwardb@kingscoe.org](mailto:edwardb@kingscoe.org)

24. **Assignment:** This Agreement is not assignable by the Contractor without COE's prior written consent, which consent will not be unreasonably withheld. The Assignee shall first provide COE a written notice that it will agree to be bound by the terms and conditions of this Agreement. Any purported assignment of this in violation of this Section shall be null and void and shall constitute a material breach of this Agreement.
25. **Arbitration of Disputes:** If any dispute should arise under this agreement, it is agreed that COE and Contractor shall meet first to review and negotiate in good faith their differences. If the parties cannot resolve their dispute informally, the dispute shall be determined by binding arbitration, administered by Judicial Arbitration and Mediation Service ("JAMS") in Los Angeles, California, pursuant to its Comprehensive Arbitration Rules and Procedures or Streamlined Arbitration Rules (as determined pursuant to these rules according to the amount in controversy.) An action to enforce the arbitration ruling may be brought in any court in California having jurisdiction.
26. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of California and all disputes shall be and venue shall be exclusively in the federal and or state courts located in Kings County, California.
27. **Integration Clause:** This Agreement, (including all of the documents attached hereto or specified herein), represents the entire agreement of the Parties and supersedes all previous understandings and agreements between the parties, whether oral or written.
28. **Severability:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared or held illegal or void, in whole or in part for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the

reminder of the Agreement, and such provision shall be deemed amended or modified to the extent, but only to the extent, necessary to cure such illegality or invalidity.

**29. Execution in Counterpart:** This Agreement may be executed in counterpart.

**30. Governing Board Approval:** This Agreement is subject to approval by the Governing Board of the Kings County Office of Education, and does not become effective until and unless such approval is obtained.

Signed by each party's authorized representative:

**KINGS COUNTY OFFICE OF EDUCATION**

*Edward L Bonham*

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By: Edward L Bonham

Title: Chief Technology Officer

Date: July 3, 2024

**SOFTCHOICE CORPORATION**

*Danielle Ryterband*

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By: Danielle Ryterband

Title: Director, legal & privacy

Date: Jul 3, 2024  
          , 2024

618-1/4529927.1






# KCOE Reseller Agreement-2024-2029

Final Audit Report

2024-07-03

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