



Program Signature Form

MBA/MBSA number

Agreement number

01E73902

FY21-elroga-S-416

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

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

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

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M423; M506; M97; CTM-CTC-CTL (NEW)
Product Selection Form	1088890.004_PSF

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

Customer	
Name of Enrolled Affiliate (must be legal entity name)*	Broward County
Signature*	MARCOS
Printed First and Last Name*	Glenn Marcos
Printed Title	Assistant Purchasing Director
Signature Date*	7/9/21
Tax ID	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	Erin Taylor
Printed First and Last Name	Erin Taylor
Printed Title	Operations Deal Manager
Signature Date	7/2/2021
(date Microsoft Affiliate countersigns)	
Agreement Effective Date	
(may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

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

** indicates required field*

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

** indicates required field*

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

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

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



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

58469772

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

80172597

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

- 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

- 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Broward County

Contact name* First Angela **Last** Scott

Contact email address* ascott@broward.org

Street address* 2200 SW 45th St

City* Ft. Lauderdale

State* FL

Postal code* 33312-5731-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 954-359-6166

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Angela Last Scott

Contact email address* ascott@broward.org

Street address* 2200 SW 45th St

City* Ft. Lauderdale

State* FL

Postal code* 33312-5731-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 954-359-6166

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Angela Last Scott

Contact email address* ascott@broward.org

Phone* 954-359-6166

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State* NJ

Postal code* 08873-4145

Country* United States

Contact name* Ashley Ferrell

Phone* 888-764-8888

Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Amendment to Contract Documents

Enrollment Number

FY21-elroga-S-416

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Multiple Azure Billing Tenants Under a Single Enrollment Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in Appendix A, attached hereto.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

- a. **Tenant Affiliate Access and Enrolled Affiliate Obligations.** Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in Appendix A. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.
- b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).
- c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.
- d. **Purchasing**
 - (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

- (ii) **Pricing.** The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.
- (iii) **Initial Order.** Each Billing Tenant Enrollment must include an initial order.
- (iv) **Billing Tenant Enrollment Effective Date.** The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.
- e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.
- f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in Appendix A. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.
- g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

Appendix A

Azure Billing Tenant Details:

Prior Azure Billing Tenant Enrollment Number (if renewal): 7353918

Azure Billing Tenant Enrollment Number (Microsoft to complete):

Profile ID: Broward Aviation MAC

P.O. Number:

Azure Billing Tenant name or Tenant Affiliate Name: Broward Aviation MAC

Notices and Online Services Manager Contact Details:

Contact name:

First: Michael Last: Matteo

Contact email: MMATTEO@broward.org

Is this a third-party (i.e. not an Enrolled Affiliate)?

☐ YES* ☒ NO

***Warning:** This contact receives personally identifiable information of the Customer and its Affiliates.

Enterprise Enrollment Tenant Amendment ID M506

Use

Compliance

Notwithstanding anything to the contrary in the Product Terms, Microsoft agrees that if Customer has not purchased a SKU tenant-wide on a per user model, the Product Terms shall apply only to those Customer users covered by the subscription that have a valid right to use the relevant Microsoft products and services. Each user must be licensed for a service to use or benefit from it. For customers who license a subset of users, services configured at the tenant level are not licensed for the other users. They are not entitled to use or benefit from the service, regardless of whether the service is technically accessible. To be in compliance, customers must license any user that they intend to benefit from the service.

Enterprise Enrollment (Indirect)

Invoice for Quoted Price

Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-35418	Azure Monetary Commitment Provision	1	0
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	1	0
SEL-00001	PowerAppsPlanGCC ShrdSvr ALNG SubsVL MVL PerUsr	10	0
SES-00001	PowerAppspersAppPlanGCC ShrdSvr ALNG SubsVL MVL	10	0
T2N-00005	O365GCCE5 ShrdSvr ALNG SU MVL O365GCCE3 PerUsr	25	0
AAF-21855	WinE5StpFrmWinE3 GCC ALNG SubsVL MVL	0	25
MQY-00002	EntMobandSecE5FullGCC ShrdSvr ALNG SU MVL EntMobandSecE3GCC PerUsr	25	0
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	220	0
AAD-34700	M365 E3 FromSA GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	400	0

Enterprise Enrollment Custom Terms CTM

1. The effective date of this enrollment is July 1, 2021.
2. The Section, Term, is hereby deleted in its entirety and restated as follows:

Term. The Enrollment identified above will expire on the last day of the month, twelve (12) full calendar months from the Effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day. Microsoft will advise Government Partner of the Enrolled Affiliate's renewal options before this Enrollment expires.

3. As a result of the revised term, the expiration date shall be deemed to be:

Expiration June 30, 2022

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

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

Microsoft Internal Use Only:

(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2021)v3(IU).docx		M423	PLSS
(M506)EnrAmend(TenantUseCompliance)(WW)(ENG)(Feb2021)(IU).docx		M506	B
(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B
FL Broward 12 Month Term (CTM).docx	CTM	CTM-CTC-CTL	BD

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

1088890.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	620	620	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 (Plan G5) with PSTN Conferencing USL	25
Windows Desktop	
WIN E5 StepUp frm WIN E3 GCC	25
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security E5 USL	25
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	620

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	620	620	620	620

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Enterprise Enrollment Product Selection Form



NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	
Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



Previous Enrollment(s)/Agreement(s) Form

Entity Name: Broward County

Contract that this form is attached to: State Local Government

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	80172597	X	X

	Board of County Commissioners PURCHASE ORDER Broward County, Florida www.broward.org	PURCHASE ORDER: AVI2100330 Show this number on all packages, invoices, and shipping papers	Change Number 0	Change Date		
		Contract Number	Order Date 7/12/2021	Page No. 1 of 1		
Supplier: SHI INTERNATIONAL CORP 2 RIVERVIEW DR SOMERSET NJ 08873		Ship To: AVIATION DEPARTMENT 320 TERMINAL DRIVE SUITE 200 ADMINISTRATION FORT LAUDERDALE FL 33315 Attn To: See Detail Below				
Supplier Contact:		Bill To: Broward County Commission P.O. Box 14740 Fort Lauderdale, FL 33302-4740 Attn: Accounts Payable Or email to AccountsPayable@Broward.org				
Supplier Phone:		Florida State Sales Tax Exemption Number: 85-8013924140C-7 Federal Tax Identification Number: 59-6000531				
Supplier Email:						
Supplier Number: VC00007934						
Line	Due Date	Item ID	Quantity	Unit	Unit Price	Extended Price
1	07/12/2021		1.0000	LPS	\$295,734.1000	\$295,734.10
Description: Aviation Microsoft Software Maintenance/Support Comments: This Purchase Order is in accordance with the Microsoft Enterprise Enrollment No. 58469772 between Broward County and Microsoft. This includes the Enterprise Enrollment, Enterprise Amendment and Product Selection Form (MSEA) per the State of Florida Microsoft Licensing Solutions providers of Microsoft Software and Services Contract No. 43230000-15-02 for Microsoft Volume Licensing enrollments between State and Local governments and Microsoft Corporation. Pricing Proposal Quotation No. 20553526.						
Total Amount:						\$295,734.10

Freight Terms: FOB DEST	Requisition Number: AVI0001623	Buyer Name: Buyer Phone: Buyer Email:
Ship Via: COMMON	Requestor: Carel Canals	Supplier Instructions: • Important NO C.O.D.'s or COLLECT shipments will be accepted
Payment Terms: N30	Requestor Phone: 954/359-2313	
Authorized By:		Date Authorized: 7/12/2021
Digitally signed by DN: co -		
UNAUTHORIZED		
On behalf of Brenda J. Billingsley, Director of Purchasing		



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

MEMORANDUM

DATE: June 29, 2021

TO: Brenda J. Billingsley, Director
Purchasing Division

THRU: Glenn Marcos, Purchasing Manager *
Purchasing Division

FROM: Leahann Licata, Purchasing Agent Senior
Purchasing Division

SUBJECT: Execution of Microsoft Enterprise Enrollment No. 58469772 between Broward County and Microsoft for Aviation.

*Approval and Execution of contract is for 1 year only Pursuant to Florida State Statute 332.0075, since the contract exceeds \$325,000, it requires board approval. The one year is below this amount.

Attached are three originals of the Microsoft Agreement No. 58469772 Enterprise Enrollment, Enterprise Amendment and Product Selection Form (MSEA) per the State of Florida Microsoft Licensing Solutions Providers of Microsoft Software and Services Contract No. 43230000-15-02 for Microsoft/Volume Licensing enrollments between State and Local governments and Microsoft Corporation.

Microsoft Corporation was standardized sole brand and Software House International (SHI) and was standardized sole source for Microsoft Products by the Board on July 9, 2002, Item No. 15. On September 27, 2011, Item No. 40, the Board approved to Reaffirm and Modify the sole source/sole brand standardization of Microsoft Corporation licenses, maintenance and services for the information technology infrastructure for all Broward County agencies and offices from Microsoft Corporation or its current authorized reseller at the time of purchase. On September 23, 2014, Item No. 28, the Board approved to Reaffirm and Modify the sole source/sole brand standardization of Microsoft Corporation licenses and maintenance services which now includes the addition of Microsoft Cloud Subscription Services and was again Reaffirmed by the Board on June 2, 2020, Item No. 31.

- In accordance with Broward County Procurement Code Section 21.19.b., Upon approval by the Board when required, standardized goods and services may be purchased by the Director of Purchasing regardless of the contract amount without further Board authorization.
- The County's Enterprise Enrollment State and Local Volume Licensing Agreement has been reviewed and approved, as to form, by the County Attorney's Office, with no subject disclosures.



History:

This Agreement continues to enroll Broward County into the State of Florida Enterprise Agreement (MSEA). The MSEA is between Microsoft Corporation and Broward County with SHI as the named administrator and reseller. The contract allows the County to distribute to itself any number of the Microsoft Licenses covered by the Agreement and to pay for those licenses and upgrades of the products covered by the Agreement. The County is ensured the lowest possible price due to the very high volume of the State Agreement. The Microsoft Enterprise Agreement pricing is based on the aggregate number of desktops enrolled in the program statewide. Even though this Microsoft Enterprise Agreement is for 4,425 seats, the price level is based on a custom level of 50,000 + seats regardless of the size of the entity. Microsoft would not offer pricing even close to the discounted price negotiated in the Florida State contract and therefore negotiating direct with Microsoft would not be in the best interest of the County. The Florida State contract 43230000-15-02 is valid through 01/31/2022. In the event that the State Contract is terminated on 01/31/2022, Broward County's Microsoft Enrollment will remain in place for the one year term of the Microsoft Enterprise Agreement. If there is a different reseller awarded the Florida State Contract other than SHI, the reseller may be amended to the newly awarded reseller. This item was originally discussed with the County Attorney's Office, prior to the existing term and was considered analogous as the Microsoft Enterprise Agreement will remain in effect under the terms of the Microsoft Master Agreement.

The County is currently engaged in two additional agreements with Microsoft, the Enterprise Enrollment Agreement with ETS and the School Subscription Agreement with Libraries. These agreements are both currently within their 36 month terms independent and separate to the Enterprise Enrollment Agreement.

Aviation had to negotiate a one year term with Microsoft to meet Florida Statutes, Section S87.017(3). A governing body must approve, award or ratify all contracts executed by or on behalf of Commercial Service Airports in excess of \$325,000. Originally, Aviation believed that as Microsoft is Standardized, this item would not require Board Award. This one year term allows Aviation to take a future 36 month term Microsoft Enterprise Agreement to the Board for approval as the thirty six month term shall exceed \$325,000. Microsoft has approved the one year term and has provided in writing a grace period of fifteen days to obtain final signatures on this Microsoft Enterprise Agreement for Aviation. Fixed pricing for the one year term is \$295,734.

Please see attached scanned copy and return one fully executed scanned copy to Leahann Licata.



From: [Harrod, Rene](#)
To: [Licata, Leahann](#); [Canals, Carel](#)
Cc: [Scott, Angela](#)
Subject: RE: Microsoft EA Renewal Agreement
Date: Tuesday, June 29, 2021 2:07:24 PM
Attachments: [image004.png](#)

None. Thanks!

From: Licata, Leahann <LLICATA@broward.org>
Sent: Tuesday, June 29, 2021 2:05 PM
To: Canals, Carel <CCANALS@broward.org>; Harrod, Rene <RHARROD@broward.org>
Cc: Scott, Angela <AScott@broward.org>
Subject: RE: Microsoft EA Renewal Agreement

Rene,

Good afternoon. I am preparing the cover memorandum for the Microsoft one year EA for Aviation. Are there any subject disclosures?

Regards,



Leahann Jo Licata, CPPB, Purchasing Agent Senior

Broward County Commission – Purchasing Division

115 South Andrews Avenue, Room 212

Fort Lauderdale, FL 33301

Office 954-357-6082

Fax: 954-357-7982

llicata@broward.org

www.broward.org/purchasing

Customer Care is my priority. How am I doing? Please contact Assistant Director, Glenn Marcos, at <mailto:gmarcos@broward.org> with feedback.

Broward County Purchasing Division issues and receives solicitations through an electronic bidding system called Periscope S2G. We encourage you to please register for free with Periscope S2G to receive solicitation notifications and respond electronically to our solicitations. For more information, please visit:

<https://www.broward.org/Purchasing/Pages/Registration.aspx>

From: Canals, Carel <CCANALS@broward.org>

Sent: Tuesday, June 29, 2021 1:45 PM

To: Licata, Leahann <LLICATA@broward.org>

Cc: Scott, Angela <AScott@broward.org>

Subject: Microsoft EA Renewal Agreement

Good Afternoon Leahann,

Attached you will find the associated documentation for the Aviation Microsoft EA. Although the documentation may have a later signature date the effective date of the agreement is July 1, 2021. Once the agreement is approved it will be posted on the Aviation website as per state statute. Also, the pricing is in accordance with the State of Florida Master Agreement and is available to government entities in the state of Florida. If you require anything else please don't hesitate to call or email me. Your assistance is truly appreciated.

Kindly,

Carel



Carel Canals

Contract/Grants Administrator, Sr.
Information Systems Division
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200, Fort Lauderdale, FL 33315
Office: 954-359-2313
www.fll.net



Customer Satisfaction is my #1 priority! How am I doing? Please contact my supervisor, Angela Scott at ascott@broward.org with any feedback.

From: Thorsen, Sharon
To: Canals, Carel
Cc: Licata, Leahann; Amuchastegui, Fernando
Subject: RE: New Statute Questions
Date: Wednesday, June 16, 2021 2:53:51 PM

Following the award, you are correct.

Sharon V. Thorsen
Senior Assistant County Attorney
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
sthorsen@broward.org
(office) 954-359-6164
(cell) 954-263-8491

From: Canals, Carel

Sent: Wednesday, June 16, 2021 2:38 PM

To: Thorsen, Sharon

Cc: Licata, Leahann; Amuchastegui, Fernando

Subject: Re: New Statute Questions

Thank you Sharon.

What I understand is that since this procurement is under \$325k and is a state contract exempted by Section 287.057 (3), then it does not have to go to the Board and we can move forward with posting it on our website. Correct?

Kindly,

Carel

On Jun 16, 2021, at 2:29 PM, Thorsen, Sharon <STHORSSEN@broward.org> wrote:

You have asked the following question:

If the Board has delegated their authority to the Director of Purchasing through Board standardization, does that item need to go to the Board to meet the new state statute requirements for commercial airports? (Of course this item will be posted on the Aviation website as required by state statute.)

In sum, the answer is based on the facts of each situation.

Section 332.0075, Florida Statutes provides requirements relating to the purchase and approval of commodities and services for commercial airports. Section 332.0075 (3)(a) requires purchases in excess of \$65,000 to be made following competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless there is an exception in Section 287.057(3), Florida Statutes. In this instance, you indicated that the Microsoft licenses are being purchased from a state contract which is an exception authorized in Section 287.057(3). Therefore, the purchase is exempt from the competitive process.

The Statute also requires that the governing body approve, award, or ratify all contracts executed by or on behalf of a commercial service airport in excess of \$325,000 as a separate line item on an agenda and must provide a reasonable opportunity for public comment. Such contracts may not be approved, awarded, or ratified as part of a consent agenda. The County's standardization process does not actually award contracts, rather standardization authorizes the Director of Purchasing to award contracts for standardized items regardless of the contract amount. Therefore, the determination of whether Section 332.0075, requires the award of a standardized to appear on a Board agenda depends on the amount of the award. If the award exceeds \$325,000 it must be approved by the Board on a regular agenda.

Please feel free to give me a call if you would like to discuss

Sharon V. Thorsen
Senior Assistant County Attorney
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
sthorsen@broward.org
(office) 954-359-6164
(cell) 954-263-8491

From: Licata, Leahann <LICATA@broward.org>

Sent: Wednesday, June 16, 2021 10:03 AM

To: Canals, Carel <CANALS@broward.org>; Thorsen, Sharon <STHORSSEN@broward.org>

Subject: RE: New Statute Questions

Sharon,

Just a quick recap. This is a question on behalf of Aviation.

- We purchase all of the County's Microsoft licenses through the State of Florida contract no. 43230000-15-02 by exercising a Microsoft Enterprise Agreement every 36 months against this contract. (Link below)

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_contracts/licensing_solutions_providers/isp_of_microsoft_software_and_services

As per your request, please see attached original Standardization for Microsoft and attached reaffirmation in 2020.

https://bc.net/Agencies/purchasing/standardization/20Library/2013_0933-27.pdf

Our question is:

If the Board has delegated their authority to the Director of Purchasing through Board standardization, does that item need to go to the Board to meet the new state statute requirements for commercial airports? (Of course this item will be posted on the Aviation website as required by state statute.)

Regards,

Leahann Jo Licata, CPPB, Purchasing Agent Senior

Broward County Commission – Purchasing Division

115 South Andrews Avenue, Room 212

Fort Lauderdale, FL 33301

Office: 954-357-6082

Fax: 954-357-7982

licata@broward.org

www.broward.org/purchasing

For more information on the County's Standardization process contact: Amuchastegui@broward.org or Leahann.Licata@broward.org

Broward County Purchasing Division issues and receives solicitations through an electronic bidding system called Periscope S2G. We encourage you to please register for free with Periscope S2G to receive solicitation notifications and respond electronically to our solicitations. For more information, please visit:

<https://www.broward.org/Purchasing/Pages/Registration.aspx>

-----Original Appointment-----

From: Canals, Carel <CANALS@broward.org>

Sent: Tuesday, June 15, 2021 10:59 AM

To: Canals, Carel; Licata, Leahann; Thorsen, Sharon

Subject: New Statute Questions

When: Wednesday, June 16, 2021 9:30 AM-10:00 AM (UTC-05:00) Eastern Time (US & Canada).

Where: Skype

Good Morning Sharon,

I have been working with Leahann in Purchasing and we had a few questions regarding the new statute. We would appreciate a brief call with you today through Skype.

Thanks,

Carel

Carel Canals

Contract/Grants Administrator, Sr.

Information Systems Division

Broward County Aviation Department

Fort Lauderdale-Hollywood International Airport

320 Terminal Drive, Suite 200, Fort Lauderdale, FL 33315

Office: 954-359-2313

www.fl.gov

Customer Satisfaction is my #1 priority! How am I doing? Please contact my supervisor, Angela Scott at ascott@broward.org with any feedback.

[< Return](#)

Licensing Solutions Providers (LSP) of Microsoft Software and Services 43230000-15-02

Effective Period	02/01/2016 through 01/31/2022
Contract Type	State Term Contract
Contract Information	Contractor Pricing How to Use This Contract ( 268.79 KB) Information Technology Enterprise Agreements Additional Information
Contract Documents	Contract
Contract Administration	Stefanie Higgins 850-414-7657 stefanie.higgins@dms.fl.gov
Commodity Codes	Please refer to "How to Use This Contract" in the Contract Information section above.

[myflorida.com/.../state_group_insurance](#)