

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
SHI International Corp.
FOR
MICROSOFT BASELINE ASSESSMENT**

THIS AGREEMENT, dated as of the 2 day of April, 2018, is made between SHI International Corp, a New Jersey corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Microsoft Baseline Assessment (the “Project”); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Consultant shall furnish professional services to the City as set forth in the Statement of Work.
 - 1.2 The “Statement of Work” includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2018, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.
 - 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.
3. **Compensation and Payment.**
 - 3.1 The Consultant shall be compensated in the following manner:

On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$9,500.00, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

- 3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **SubConsultants.**

- 4.1 The Consultant shall be responsible for all payments to any sub-Consultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-Consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. Consultant represents and warrants the Services and Deliverables will conform in all material respects to the specifications and requirements therefor as set forth in SOWs and/or this Agreement and will be free of material defects for ninety days commencing with Final Acceptance of the Services and Deliverables unless otherwise specified in the SOW (the "Warranty Period"). If during the Warranty Period, (1) a material defect or nonconformity occurs or appears in the Services or Deliverables, or (2) any part of the Services or Deliverables becomes materially defective or fails due to defects in workmanship, or due to Consultant's negligence, or (3) the Services or Deliverables fail otherwise to materially meet the requirements of the Agreement, upon notification by The City, Consultant shall promptly correct any such defects or nonconformities hereunder by repair, replacement or reaccomplishment as determined by Consultant with due regard for the integrity and scheduling of the project (of which the Services is a part) as a whole. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR SOW, CONSULTANT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO SERVICES OR DELIVERABLES TO BE PROVIDED BY CONSULTANT HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 Either party without cause may terminate this Agreement upon thirty (30) days written notice to the other party. The City Manager may immediately terminate this Agreement if it is as an alleged, and confirmed by the City Manager in his/her sole discretion, that a Consultant has or may have violated Federal, State, or local laws. In the event that Consultant has failed to perform in accordance with this Agreement or to take reasonable

direction by the City Manager in furtherance of this Agreement (“Act of Default”), the City Manager shall provide Consultant with notice of an Act of Default and a fifteen (15) day period within opportunity to cure same. Should Consultant fail to cure an Act of Default with the corresponding cure period of same, the City Manager may terminate this Agreement immediately.

- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work performed by the Consultant up to and through the day of termination. Upon termination, Consultant shall also be paid actual verifiable expenses associated with the work performed, provided that same had been previously approved by the City. . Consultant shall make every reasonable effort to mitigate costs. In no event shall the City be liable for unabsorbed indirect expenses, unabsorbed overhead expenses, lost or anticipated profits, nor shall the City's liability for such termination expenses exceed the unpaid balance of the Agreement Price. Final payments post termination are dependent upon the Consultant first having complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement, subject to receipt of Final payment per 8.3.

9. **Insurance.**

- 9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions, provided that ten (10) days' notice will be provided for cancellation due to non-payment of policy premiums. The City further

reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages (collectively, a "Claim"), to the extent arising out of Consultant's negligence, willful misconduct, or violation of the law in its course of performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with a Claim. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: SHI International Corp.
Akif Nizam
Controller
290 Davidson Ave
Somerset, NJ 08873

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

- 16.1 Pursuant to Section 119.0701, Florida Statutes, Consultant shall, in addition to other contractual requirement provided bylaw, comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency.
- 16.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- 16.3 The City Manager or his designee shall, during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, have reasonable access to and the right to examine and audit

any Records of the Consultant involving transactions related to this Agreement. The City may audit Consultant no more than once annually upon thirty (30) days' notice.

16.4 The City may cancel this Agreement for refusal by the Consultant to allow reasonable access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by either party unless such assignment is first approved by the other party. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Consultant.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent consultants and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

25. **Limitation of Liability**

25.1 NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25.2 EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION," EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO CONSULTANT UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE

INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE CITY ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONSULTANT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

26. Force Majeure. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting the City, Consultant or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Consultant shall notify the City promptly of any such delay and shall specify the effect on the Services as soon as practical.

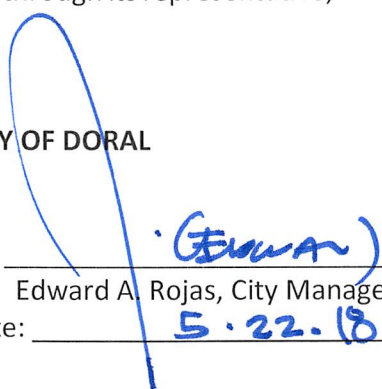
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant and through its representative, who has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Edward A. Rojas, City Manager
Date: 5.22.18

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
Dierman
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City Attorney

**SHI International Corp.
("CONSULTANT")**

By: Kristina Mann
Kristina Mann
Senior Contracts Specialist

Date: May 17, 2018

STATEMENT OF SERVICES

SEE EXHIBIT "A" ATTACHED

IT Asset Management



MICROSOFT SAM BASELINE STATEMENT OF WORK



8401 NW 53rd Terrace
Doral, Florida 33166

Prepared on **3/21/2018**
Revised on **3/27/2018**
Prepared by **Joshua Reynolds**
ITAM Practice Director - Enterprise

STATEMENT OF WORK

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1. Introduction

1.1. Project Description and Goals

SHI is pleased to propose a SAM Baseline engagement to support City of Doral efforts to understand their software license entitlements, usage of Microsoft software, and analysis of the differences. The project will be for a one-time Microsoft Baseline with the associated software products for each. While SHI will provide all necessary and appropriate license and technical guidance, this engagement is a cooperative effort between City of Doral and SHI with both parties providing resources and support. The end product of this engagement – the Microsoft Deployment Position, Entitlement Position & Compliance Review. – will help City of Doral understand their Microsoft usage more clearly; allowing City of Doral to order software to the actual need and more effectively manage their Microsoft software products as well as making best practice recommendations based on the City of Doral’s current SAM processes deficiencies.

The project will consist of three deliverables: **Deployment Position**, **Entitlement Position**, and **Compliance Review**.

2. Scope of Work

2.1. City of Doral Organizational/Geographical Scope

The Microsoft Baseline analysis will be conducted to represent a single, global view of the compliance position in which all licenses roll up under City of Doral (a single “business unit”). This level of analysis will accommodate appropriate license responsibilities and special license considerations.

2.2. Publishers/Products

The following software Publisher is in scope:

- Microsoft

This SAM engagement is for a single business unit and the results will be sent to City of Doral to view.

3. Deliverables

3.1. SAM Services Overview

The deliverables will be a one-time Microsoft Baseline Assessment.

3.2. SAM Baseline Service

The SHI SAM Baseline is a one-time detailed analysis which identifies what software is installed, license entitlements, and the current compliance position for a single publisher. The SHI SAM Baseline process includes:

3.2.1. SAM Baseline Deliverables

The **Deployment Position** is a report that provides a clear and concise list of all Microsoft software installed on all the devices at City of Doral. SHI SAM Services will collect inventory by utilizing the agentless JDisc Discovery tool; there is no licensing cost for this tool as the cost of the license is included in this project. This “raw” information will be transmitted to SHI to be cleaned and standardized (normalized) and to produce an **SHI Deployment Position Statement**.

The **Entitlement Position** is a report that provides a concise list of license Entitlements the City of Doral has active and available at the time of this engagement. SHI will collect license procurement records direct from the publisher authorization form. SHI may also collect needed information from additional sources where City of Doral has purchase records (other vendor invoices, box products, OEM, etc.) as well as direct records that the City of Doral has related to their Microsoft licenses. These records will then be cleansed and normalized to create the Entitlement Position. Authorization for the purchase records is required from City of Doral for this request. A publisher authorization form will be provided for sign off.

The **Compliance Review** is a report that reconciles the Deployment Position with the Entitlement Position. SHI will apply entitlements against detected installs through the use of the volume license contract rules, product use rights, and any additional governing documents. This report will make clear any deficits (a license compliance risk) and license surpluses City of Doral might have as well as making best practice recommendations based on the City of Doral’s current SAM processes deficiencies.

The **ITAM Data Insights** reporting Portal is a private, filterable web portal where the results of all device data collected by JDisc as well as the compliance data will be published for review, reporting and download. Data published to the portal will be available for 90 days after the final Compliance Review is delivered.



Data Insights.pptx

4. Discovery

Reconciliation Process:

- Compare and reconcile inventory and license entitlement data
- Apply additional entitlements (downgrades, suites, rules, etc.)

General Requirements/Assumptions:

- City of Doral will need to provide ready access to resources and, where appropriate, systems that can provide the data necessary to conduct a meaningful and accurate SAM review within the expectation of the project timeline.
- An SHI SAM Project Coordinator will work with a corresponding City of Doral SAM Project Coordinator to assure that full access to the data and people and systems is as convenient as possible within the expectations of the project timeline.

- City of Doral may need to request information from other partners or internal systems to help complete the licensing picture. Identification of internal partners (e.g. Finance) and external partners (such as other resellers) and requests for their respective information will be the primary responsibility of the City of Doral Project Coordinator. If required and with the appropriate authorization from City of Doral, SHI representatives can request some information on City of Doral behalf, but this is not normally the most productive or efficient means to gather the information.
- All data sets will be collected via an automated process and uploaded to SHI's Etelligent ITAM analysis platform. If necessary supplementary data may be manually uploaded to the SFTP site by City of Doral personnel.
- All data sets generated by City of Doral will meet the requirements provided by SHI.
- Any data not provided by City of Doral or provided *after* the initial collection of inventory and purchase record data has been approved by City of Doral, will *not* be included in the Baseline Assessment.

4.1. License Discovery

SHI will capture invoice and contract details for import to Etelligent. Based on data already provided as well as discussions with City of Doral, this Microsoft Baseline analysis will utilize the following entitlement data sources:

- Volume licensing including: Publisher Procurement records - to be verified for accuracy by City of Doral authorized representative. For Example, the Microsoft Licensing Statement (MLS)
- OEM purchases – to be provided by City of Doral or mined from SHI invoice records
- Full Packaged Product purchases – to be provided by City of Doral or mined from SHI invoice records
- License transfer, manufacturer grants, contract amendments - to be provided by City of Doral

Any other license entitlement records that are not explicitly identified above will not be incorporated in to City of Doral's Microsoft Baseline analysis.

License Entitlement Processes:

- Gather software purchases (SHI, manufacturers, other)
 - SHI will provide the PRO Form to City of Doral for signature to allow authorization for SHI to access purchase records direct from Microsoft in the form of the MLS. This will include purchases for City of Doral's volume licensing agreements.
- Aggregate contracts and maintenance agreements
- Normalize and Import data to Etelligent
- Calculate license entitlements for preliminary Entitlement Position

4.2. Inventory Discovery

Discovery and inventory collection will use many existing tools, some new tools, and various techniques. Discovery processes will run in parallel as much as possible. All discovery tools will need access privileges in order to operate and need administration rights. Based data already provided as well as discussions with City of Doral, this Microsoft Baseline analysis will utilize the following inventory data sources:

1. Discovery for Desktops – JDisc - This agentless tool will be used as the primary inventory tool for desktops. For any of those desktops not able to be discovered with a software tool SHI will provide a manual process to collect inventory data, i.e. spreadsheet. The cost of the JDisc license is included in this project.
2. Discovery for Servers –JDisc - This agentless tool will be used as the primary inventory tool for servers. For any of those servers not able to be discovered with a software tool SHI will provide a manual process to collect inventory data, i.e. spreadsheet. The cost of the JDisc license is included in this project.
3. Specialty Discovery – if additional specialized discovery is needed SHI will set up a consultation meeting with City of Doral to discuss procedures and next steps.

All discovery tools will need access privileges in order to operate and need administration rights.

Software Inventory Processes:

- Gather software inventory from data sources described above
- Provide preliminary inventory machine counts to City of Doral and receive approval
- Cleanse and normalize collected inventory
- Identify data gaps and work with City of Doral to fill them in
- Calculate software installations for preliminary Deployment Position

Requirements:

- Attend inventory discovery meetings – pre-set conference calls
- Secure access privileges and administration rights where necessary to run SHI-provided tools/queries
- Run all SHI-provided tools/queries per SHI inventory engineer guidance
- If necessary, provide outputs of supplementary tools/queries via SHI-provided SFTP site
- Approve preliminary inventory counts

Inventory Discovery Meetings:

The inventory discovery collection process is done mostly via email, however SHI also sets up (3) preset inventory calls to check in on the discovery process. The first of the meetings will be set for per the proposed timeline in section 0. After that meeting, the next two meetings will be set up. These meetings are a requirement of the inventory collection process.

5. Requirements & Responsibilities

SHI will provide the bulk of the resources to complete this project. In fact, SHI will provide the resources and expertise needed to accomplish the project unless otherwise noted.

5.1. City of Doral Resources

City of Doral will need to provide ready access to resources and, where appropriate, systems that can provide the data necessary to conduct a meaningful and accurate SAM review within the expectation of the project

timeline. The following is a list of common City of Doral resources that are leveraged during the course of a SAM engagement.

5.1.1. Main Point of Contact/Project Manager

This resource(s) is responsible for general oversight/coordination of City of Doral resource(s) as it relates to the SAM Baseline engagement. This role may not require a dedicated/full-time resource and may be fulfilled by another member of City of Doral project team. This resource(s) must respond in a timely fashion to requests and escalations to ensure that the engagement proceeds with as minimal deviation from the project timeline as set forth in this SOW.

5.1.2. Inventory Contact(s)

This resource(s) is responsible for working with SHI's Inventory Analyst to gather inventory data from City of Doral environment. This role may be fulfilled by more than one City of Doral resource depending on how City of Doral identifies responsibilities within their own organization (i.e., one resource for workstations, one resource for physical servers, one resource for virtual servers, etc.). This resource(s) should have or be capable of attaining appropriate administrative rights to the network or relevant databases so that the inventory tools/connectors may be run by this resource(s).

5.1.3. Procurement/Entitlement Contact(s)

This resource(s) is responsible for working with SHI's License Analyst to gather purchase data for entitlements that were not procured through City of Doral volume licensing agreement(s) (i.e., Full Packaged Product (FPP), Original Equipment Manufacturer (OEM), etc.). Additionally, this resource(s) may be requested to provide context to City of Doral purchase data (i.e. MLS) so that SHI's license analyst can interpret the information received for the purpose of providing an accurate Entitlement Position and Compliance Review.

5.2. SHI Resources

5.2.1. SHI Project Manager

The Project Manager will be the principal point-of-contact for the engagement. This resource is responsible to see that City of Doral engagement is timely, professional, and effective in meeting City of Doral needs.

5.2.2. SHI Inventory Analyst

The Inventory Analyst is a technical specialist who engages with City of Doral inventory contacts to collect software inventory through the deployment and support of a range of software discovery tools. The Inventory Analyst also assists SHI's Licensing Consultants as well as City of Doral in the interpretation and understanding of the collected inventory data. The Inventory Analyst will focus primarily on the discovery and collection of software inventory but may also be involved in other aspects of the engagement. This resource will be assigned following the endorsement of this SOW.

5.2.3. SHI License Analyst

The License Analyst is responsible for the organization and analysis of City of Doral purchase information to establish an accurate and complete summary of license entitlements (Entitlement Position). The License Analyst reconciles those entitlements (and the Product Use Rights, rules, allowances, etc.) with hardware/software inventory information to produce a compliance summary (Compliance Review). The License Analyst will lead

the reconciliation, analysis, and presentation of deliverables to City of Doral. This resource will be assigned following the endorsement of this SOW.

5.2.4. SHI Account Executive

This resource is responsible for maintaining overall relations with City of Doral in addition to being a point of contact for this engagement. Any sales related issues should be directed towards this resources to that it may be directed to the appropriate SHI resource. In addition, this resource will be present on the kick-off, review and close out conference calls to ensure a seamless transition from project completion to next steps such as true-ups, renewals, licensing strategy development, etc.

5.2.5. SHI Licensing Executive

This resource is responsible for supporting the SHI Account Executive on review and final conference calls to ensure that the presented data is fully understood with the aim of providing licensing guidance for next steps following the completion of the engagement.

6. Fees

This pricing is based on service type, publisher, discovery tools, complexity, and device count. "Device" includes physical and virtual workstations, laptops, and servers. For the purposes of this proposal, it is estimated that City of Doral has approximately a total of **800** devices to be included in the scope of this proposal, consisting of approximately **500** workstations and **300** servers. If the machine count increases more than 5%, City of Doral will be responsible for those fees.

Baseline Assessment for Microsoft = \$9,500.00

7. Payment Terms

SHI's payment terms are upfront and Net 30. A PO# and signed SOW are required for SAM services.

8. Closure

A SAM Baseline is a snapshot of software assets for a specific time period for a specific publisher. This SAM Baseline is for Microsoft and the deliverables created are the Entitlement Position, Deployment Position, and Compliance Review Report. Once the deliverables are completed, the License Analyst will send them to the City of Doral so the stakeholders can view the data. During this review call any questions or issues will be addressed regarding the compliancy, surplus licenses, and best practice recommendations. After the call the engagement will then be closed out in the SHI internal system.

9. Cancellation/Termination

In the event City of Doral or SHI needs to disengage from or postpone this project indefinitely, the parties agree to participate in a meeting and/or joint conference call to explain the situation and work with the other party to see if issues that prevent moving forward with this project can be resolved. If the issues cannot be resolved, by mutual agreement this project will be canceled. City of Doral will be responsible for funding the work that has already been completed. The fees for cancellation will be based on the milestones below:

- If inventory and licensing data is in the process of being collected and validated, City of Doral will be responsible for 50% of project fees indicated in section 6 “Fees”.
- If inventory and licensing data has been submitted for cleanse and normalization, City of Doral will be responsible for 75% of project fees indicated in section 6 “Fees”.
- If the Compliance Review has been created, City of Doral will be responsible for 100% of project fees indicated in section 6 “Fees”.

10. Privacy and Non-Disclosure

Information gathered and derived from this process are for the sole purpose of providing City of Doral with information and perspective on City of Doral software assets with respect to the publishers/products that are part of this Project. SHI will help to manage/coordinate the gathering of purchase information to assure full and appropriate coverage of City of Doral software environment. Neither the collected information nor results from any of the Baseline analyses will be shared or disclosed to any other parties without permission from City of Doral.

11. Organizational Scope

The Microsoft Baseline analysis will be conducted to represent a single, global view of the compliance position in which all licenses roll up under City of Doral (a single “business unit”). Additional levels of analysis are possible, but will require revised scope discussions and a change order.

12. SOW Contacts

12.1. Project Coordinator Contact Information

SHI Main Point of Contact	City of Doral Main Point of Contact/Project Manager
Name: <u>Joshua Reynolds</u>	Name: _____
Title: <u>ITAM Practice Director - Enterprise</u>	Title: _____
Email: <u>Joshua_reynolds@shi.com</u>	Email: _____
Phone: <u>(732) 537-7114</u>	Phone: _____

General SHI Service Terms PDF

(No signature required)

13. Initial/Proposed Milestone Dates:

Milestone	Date
1. Signed SOW returned and Project Start Date:	Date of last signature in section 15
2. Inventory Collection Start Date:	3/30/2018
3. Inventory Collection Finished on or before:	4/20/2018
4. Deployment & Entitlement Positions created:	4/27/2018
5. Compliance Position Completed on/before:	5/4/2018
6. Final call to review Compliance Position on/before:	5/11/2018

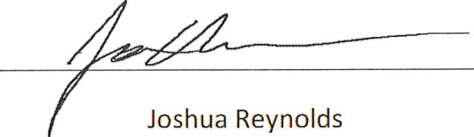
***Please note:** The "Final call to review..." date is based on City of Doral performing its responsibilities under this SOW in a timely fashion such that the "All Inventory/Purchase data collected" date is met. If such date is missed due to the fault of City of Doral, then the "Compliance Position" delivery dates will be extended.

14. SOW Acceptance

This SOW is valid for thirty (30) days from the preparation date on the cover page.

SHI

City of Doral

Signature: 
Name: Joshua Reynolds

Signature: _____
Name: _____

Title: ITAM Practice Director – Enterprise

Title: _____

Date: 3/27/2018

Date: _____

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1. APPENDIX A Inventory Questionnaire

Please complete the attached inventory questionnaire when possible and provide to the ITAM team at SHI prior to the kickoff call. Its purpose is to ensure the ITAM Inventory Engineer and License Consultant are able to maximize the kickoff call.



2018 SHI SAM
Engagement Invento

2. APPENDIX B PRO Form

Please complete the Microsoft section of the attached Proactive Renewal Organizer form as well as the other pertinent data, sign and send to the ITAM team at SHI prior to the kickoff call. This form allows SHI to request a current copy of your Microsoft Licensing Statement (MLS) from Microsoft.



PRO Authorization
FormShort 5.15.17.p