

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment to En Pointe Online 365 Agreement**

THIS AMENDMENT (this "Amendment") is made as of November 15, 2016, in San Francisco, California, by and between En Pointe Technologies Sales, LLC ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the **En Pointe Microsoft Online 365 Agreement** on the terms and conditions set forth herein to increase the contract amount and update standard contractual clauses";

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated June 25, 2014 between Contractor and City.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 12. Section 12 -Payment** of the Agreement currently reads as follows:

**12. Payment.** Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed Nine Million, Five-Hundred and Seventy-Four Thousand, Four Hundred and Fifty-Five Dollars and no cents [\$9,574,455]. The breakdown of costs associated with this Agreement is provided for in Appendix B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until

Licensed Software and services required under this Agreement are received from Contractor and approved by DT as being in accordance with this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

**Such section is hereby amended in its entirety to read as follows:**

**12. Payment.** Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed Thirteen Million, Nine-Hundred and Nine Thousand, Eight Hundred and Seventy-Two Dollars and Seventy-Three cents [\$13,909,872.73]. The breakdown of costs associated with this Agreement is provided for in Attachment B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by DT as being in accordance with this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

**2b. Appendix B – Calculation of Charges.** Appendix B is hereby replaced in its entirety by Attachment B attached.

**2c. Sugar-Sweetened Beverage Prohibition.** Section 47 is hereby added to the Agreement, as follows:

**47. Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**2d. Insurance.** Section 21 is hereby replaced in its entirety to read as follows:

**21. Insurance.**

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

**2e. Adding "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section.** Section 48 "Earned Income Credit (EIC) Forms" is hereby added to read as follows:

**48. Consideration of Criminal History in Hiring and Employment Decisions.**

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the

remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 48(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

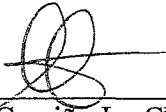
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

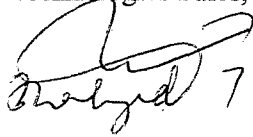
**CITY**

**CONTRACTOR**

Recommended by:

En Pointe Technologies Sales, LLC

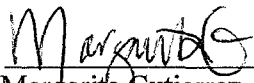
  
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Miguel A. Gamiño Jr., ~~CFA~~  
City Chief Information Officer  
Department of Technology

  
\_\_\_\_\_  
Dr. Shahzad Munawwar (COO & SVP)  
En Pointe Technologies Sales, LLC  
1940 E. Mariposa Avenue  
El Segundo, CA 90245

City vendor number: 99606

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
Margarita Gutierrez  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Jaci Fong  
Director of the Office of Contract  
Administration, and Purchaser

Attachments:  
Attachment B - Office 365 Price Sheet

Attachment B - Office 365 Price Sheet

Part I - Original Estimate in 2014

Pricing & Estimated Usage for Year 1 (FY14-15) - Core O365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.15	1200	United States	\$ 59,760.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.38	1200	United States	\$ 19,872.00
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.75	20131	United States	\$ 2,838,471.00
Office365PlanG4 SharSvr ALNG SubsVL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.13	300	United States	\$ 47,268.00
<b>Additional Product:</b>									
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.25	4000	United States	\$ 108,000.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.38	4000	United States	\$ 66,240.00
ExchgOnlnPin2G ShrdSvr ALNG SubsVL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.27	100	United States	\$ 6,324.00
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.13	50	United States	\$ 9,678.00
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.38	60	United States	\$ 6,033.60
<b>Core Products - Total Year 1 (FY14-15)</b>									<b>\$ 3,161,646.60</b>

Pricing & Estimated Usage for Year 2 (FY15-16) - Core O365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.20	1200	United States	\$ 60,480.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	1200	United States	\$ 20,160.00
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	20131	United States	\$ 2,874,706.80
Office365PlanG4 SharSvr ALNG SubsVL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.30	300	United States	\$ 47,880.00
<b>Additional Product:</b>									
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	4000	United States	\$ 109,440.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	4000	United States	\$ 67,200.00
ExchgOnlnPin2G ShrdSvr ALNG SubsVL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.34	100	United States	\$ 6,408.00
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	50	United States	\$ 9,798.00
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	60	United States	\$ 6,112.80
<b>Core Products - Total Year 2 (FY15-16)</b>									<b>\$ 3,202,185.60</b>

Attachment B - Office 365 Price Sheet

Pricing & Estimated Usage for Year 3 (FY16-17) - Core O365 Products										
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended	
Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.20	1200	United States	\$ 60,480.00	
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	1200	United States	\$ 20,160.00	
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	20131	United States	\$ 2,874,706.80	
Office365PlanG4 SharSvr ALNG SubsVL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.30	300	United States	\$ 47,880.00	
<b>Additional Product</b>										
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	4000	United States	\$ 109,440.00	
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	4000	United States	\$ 67,200.00	
ExchgOnlnPin2G ShrdSvr ALNG SubsVL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.34	100	United States	\$ 6,408.00	
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	50	United States	\$ 9,798.00	
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	60	United States	\$ 6,112.80	
<b>Core Products - Total Year 3 (FY16-17)</b>										<b>\$ 3,202,185.60</b>

Future Pricing of Other Defined Products - Usage Estimated in 2014										
Enterprise Online Services										
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended	
<b>Step-Ups - Enterprise Online Services</b>										
Office365PlanG3 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr	U7S-00016	Adjustable		Monthly	12	\$ 7.70	1	United States	\$ 92.40	
Office365PlanG4 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr	U9S-00017	Adjustable		Monthly	12	\$ 9.10	1	United States	\$ 109.20	
Office365PlanG4 ShrdSvr ALNG SU MVL Office365PlanG3 PerUsr	U9S-00019	Adjustable		Monthly	12	\$ 1.40	1	United States	\$ 16.80	
<b>Future Monthly - Enterprise Online Services</b>										
Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.20	1	United States	\$ 50.40	
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	1	United States	\$ 142.80	
Office365PlanG4 SharSvr ALNG SubsVL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.30	1	United States	\$ 159.60	
<b>Additional Online Products</b>										
ExchgOnlnPin2G ShrdSvr ALNG SubsVL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.34	100	United States	\$ 6,408.00	
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	1	United States	\$ 195.96	
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	1	United States	\$ 101.88	
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	1	United States	\$ 27.36	
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	1	United States	\$ 16.80	



Attachment B - Office 365 Price Sheet

Future Pricing of Other Undefined Products - Usage Estimated in 2014									
Product Description	Part Number	Usage Indicator	Price Level D	Unit of Measure	Unit Quantity	Price Level D Minus (Proposed Percentage)	License Quantity	Usage Country	Extended
Other Products not included in Attachment B - Office 365 Price Sheet	To Be Determined	Adjustable	\$ 100.00	Monthly	12	7.00%	1	United States	\$ 1,116.00
<b>Total Estimated Cost of Future Purchases of Other Defined or Undefined Products - Estimated in 2014</b>									<b>\$ 8,437,200</b>
<b>Total Estimated Spend for Years 1 through Year 3 (Estimated in 2014)</b>									<b>\$ 9,574,455.00</b>

Attachment B - Office 365 Price Sheet

Part II - Additional Usage Estimated in Oct 2016

Additional Usage in Year 2 (FY15-16) - Core O365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
ExchOnInArchExchOnInG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	18300	United States	\$ 307,440.00
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U75-00008	Adjustable		Monthly	12	\$ 11.90	424	United States	\$ 60,547.20
<b>Additional Product:</b>									
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	45T-00001	Adjustable		Monthly	12	\$ 16.33	18	United States	\$ 3,527.28
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	72	United States	\$ 7,335.36
<b>Total Additional Usage of Core O365 Products in Year 2</b>									<b>\$ 378,849.84</b>

Additional Usage in Year 3 (FY16-17) - Core O365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
ExchOnInArchExchOnInG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	25456	United States	\$ 427,660.80
<b>Additional Product:</b>									
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	1550	United States	\$ 42,408.00
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	45T-00001	Adjustable		Monthly	12	\$ 16.33	18	United States	\$ 3,527.28
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	72	United States	\$ 7,335.36
<b>Total Additional Usage of Core O365 Products in Year 3</b>									<b>\$ 480,931.44</b>

Attachment B - Office 365 Price Sheet

Additional Usage in Years 1 through 3 (FY14-17) - Step-Up Cost									
Enterprise Online Services									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Step-Ups - Enterprise Online Services									
Office365PlanG3 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr	U7S-00016	Adjustable		Monthly	24	\$ 7.70	11898	United States	\$ 2,198,750.40

Additional Usage for Years 1 through 3 (FY14-17) - Other Products not yet Defined on the Original Price Sheet									
Product Description	Part Number	Usage Indicator	Price Level D	Unit of Measure	Unit Quantity	Price Level D Minus (Proposed Percentage)	License Quantity	Usage Country	Extended
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	P71-07281	Adjustable	\$ 456.61	Monthly	24	7.00%	60	United States	\$ 611,493.33
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	7JQ-00341	Adjustable	\$ 427.28	Monthly	24	7.00%	20	United States	\$ 190,739.97
O365GovE3 ShrdSvr ALNG SU MVL O365GovE1 PerUsr	AAA-11919	Adjustable	\$ 4.01	Monthly	12	7.00%	1000	United States	\$ 44,769.55
AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	6QK-00001	Adjustable	\$ 1,284.00	Monthly	12	7.00%	30	United States	\$ 429,883.20

Total Additional Usage of Other Products in Years 1 through 3 \$ 3,475,636.45

Usage of Core O365 Products plus Other Products in Years 1 through 3 - Estimated in Oct 2016 \$ 4,335,417.73

Total New Estimated Spend for Years 1 through 3 under the Existing O365 Agreement \$ 13,909,872.73