

**SUPPLEMENTAL CONTRACT INCORPORATING
THE KINGS COUNTY OFFICE OF EDUCATION PURCHASING CONTRACT FOR
PROCUREMENT OF SOFTWARE LICENSES FROM SOFTCHOICE CORPORATION**

This Supplemental Contract Incorporating the Kings County Office of Education Cooperative Purchasing Contract for the procurement of software licenses (“**Contract**”) is entered into on July 1st, 2024 (“**Effective Date**”), by and between the San Jose Unified School District (“**District**”) and Softchoice Corporation. District and Softchoice Corporation may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS, District has a need to obtain software licenses from Microsoft for the use and benefit of its faculty, staff, and students; and

WHEREAS, District wants to enter into a procurement contract with Softchoice Corporation for Volume Licensing Agreement with Microsoft for software licenses in a cost-effective manner; and

WHEREAS, after a competitive solicitation and selection process, Softchoice Corporation was awarded and entered into a Reseller Agreement with Kings County Office of Education (“**COE**”) (“**Master Contract**”), that is a current and valid contract through July 31st, 2024; and

WHEREAS, Softchoice Corporation wants to provide to the District for the District’s use pursuant to and consistent with the terms of the Master Contract and Softchoice Corporation proposal dated July 31, 2019; and

WHEREAS, the Master Contract allows for supplemental agreements to further define the level of service requirements over and above the minimum defined in the Master Contract;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. This Contract fully incorporates by this reference the following documents:
 - 1.1. The Master Contract, including, without limitation, all of its provisions, documents, amendments and awarded proposal(s) incorporated therein by reference or operation of law, available in this link <https://sjusd.box.com/s/iqytrnaaj7walf3ptbfzefhnj22vqng>; and
 - 1.2. Softchoice Corporation Proposal dated February 2nd, 2024 (“**Proposal**”), attached hereto as **Attachment “A.”**
 - 1.3. In performing services under this Agreement, Contractor shall comply with all applicable legal requirements. Contractor must complete and sign the Contractor Certifications attached hereto as **Attachment “B”** when Contractor submits this Agreement to the District. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
2. Softchoice Corporation hereby extends to the District identical terms and conditions as those granted under the Master Contract. Softchoice Corporation hereby represents and warrants that the License Services are items specified or authorized to be sold pursuant to the terms of the Master Contract.
3. To the extent any term or condition of this Contract is inconsistent with the Master Contract and/or the Proposal, this Contract shall control, especially with respect to the delivery, payment, venue, or jurisdiction provisions in this Contract which shall control over all other contradictory provisions. Unless otherwise provided, the order of preference is as follows: (i) the terms of this Contract, (ii) the terms and conditions of

the Master Contract (except for delivery, payment, venue, or jurisdiction provisions), and (iii) the terms and the Proposal (except for delivery, payment, venue, or jurisdiction provisions).

4. **Term.** The term of this Contract shall be for three (3) years, commencing from the Effective Date of the Agreement. The parties may extend this Agreement by an additional two (2) terms of one (1) year each term.
5. **Price and Payment.** Prices for Products and Services shall be as set forth in the Proposal attached hereto as **Attachment "A"**, or as otherwise agreed to by the Parties in writing. District agrees to pay Softchoice Corporation for the License Services received pursuant to this Contract, at the price indicated herein, and as more specifically described in **Attachment "A."** District will pay Softchoice Corporation all undisputed amounts within thirty (30) days after Softchoice Corporation submits an invoice to the District. Softchoice Corporation hereby acknowledges and certifies that that the prices indicated herein, and the referenced documents are the prices indicated and/or authorized in the Master Contract.
 - 5.1. The total cost for the Software Licenses for the 2024-2025 year shall not exceed **Seventy-Nine Thousand Seven-Hundred Twenty-Five Dollars and Zero Cents (\$79,725.00)**, as indicated in the Proposal, attached hereto as **Attachment "A."** License renewals shall be billed annually prior to the start date of subscription enrollment.
6. **Insurance and Bonds.** The Parties hereby acknowledge and agree that Softchoice Corporation shall comply with all insurance and bond requirements of the Master Contract and shall provide the District with copies of all required insurance documents, payment bond(s), and performance bond(s), if any required, at the time Softchoice Corporation executes this Contract.
7. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

San Jose Unified School District

ATTN: Patrick Scanlan
855 Lenzen Ave
San José, CA 95126
Phone: 408-535-6000
Email: pscanlan@sjusd.org

Softchoice Corporation

ATTN: Bis Fremichael
314 W Superior St #400
Chicago, IL 60654
Phone: (619) 330-5823
Email: bis.fremichael@softchoice.com
With a copy to: legal@softchoice.com

8. **Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Softchoice Corporation and any subcontractor' premises to review and audit, Softchoice Corporation's compliance with the provisions of this Contract ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of Softchoice Corporation's premises, of any and all Contract-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Softchoice Corporation with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.
 - 8.1. Softchoice Corporation shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Softchoice Corporation transacted under this Contract. Softchoice Corporation shall retain these books, records, and systems of account during the Term of this Contract and for three (3) years thereafter.

- 8.2. Softchoice Corporation shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Softchoice Corporation and shall conduct audit(s) during Softchoice Corporation's normal business hours, unless Softchoice Corporation otherwise consents.
- 8.3. Softchoice Corporation shall include audit provisions in any and all of its subcontracts and shall ensure that provision is binding upon all subcontractors.
- 8.4. Softchoice Corporation shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Softchoice Corporation's Contract-related documents, records and information. The District's Audit Right and Softchoice Corporation's compliance with the same, shall be at no additional cost to the District.
- 8.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Softchoice Corporation not in accordance with the provisions of this Contract, Softchoice Corporation shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

9. General Terms and Conditions.

- 9.1. The Parties acknowledge and agree that unless otherwise specifically excluded herein, the following Contract Terms and Conditions set forth in the Master Contract shall be included by reference into this Contract.
- 9.2. The Parties acknowledge that each of them has fully discussed the contents of this Contract with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Contract. Accordingly, this Contract shall not be construed as having been drafted by one Party or the other.
- 9.3. This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and Softchoice Corporation. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
- 9.4. Each Party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.
- 9.5. This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in the county in which the District administrative offices are located.
- 9.6. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.
- 9.7. The Parties acknowledge that this Contract is only binding once it is approved by the District's governing board.
- 9.8. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of each Party has been furnished and delivered to the other Party to this Contract. Signature of copies and facsimile versions of this Contract shall have the same force and effect as signature of the original.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2024

SAN JOSE UNIFIED SCHOOL DISTRICT

By: _____

Print Name: Tracy Morrison

Print Title: Director of Procurement

Dated: Apr 8, 2024, 2024

SOFTCHOICE CORPORATION

By: *Danielle Ryterband*

Print Name: Danielle Ryterband

Print Title: Director, legal & privacy office



Attachment "A"

Proposal



Softchoice Corporation
 314 W Superior St #400
 Chicago, IL 60654
Sales/Order desk
 Phone: (800) 268-7638
 Fax: (800) 268-7639

Quote	Q-1813125
Date	06-Mar-2024

Budgetary Quote

Ship To :
 Patrick Scanlan
 San Jose Unified School District
 855 LENZEN AVE
 SAN JOSE, CA 95126-2736

Bill To:
 Patrick Scanlan
 San Jose Unified School District
 855 LENZEN AVE
 SAN JOSE CA
 95126-2736

Quote Prepared For	Patrick Scanlan San Jose Unified School District Phone: 4085356000 Email: info@sjusd.org
Quote Sent By	Bis Fremichael bis.fremichael@softchoice.com Phone: (619) 330-5823 Fax:
Anniversary Date	
Authorization Number	
Agreement End Date	
Comments	

CAMSA EES | 13 Month Net New | FAC | Enr: TBD | Custom Term
 COU USA
 Faculty Product Offering
 Coverage Start Date: July 1
 Amendment for 13 month term on Year 1 required

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279437	AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	1500	Upfront	01-Jul-2024	31-Jul-2025	United States	Subscription	\$53.15	\$79,725.00

Budgetary Quote

2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	1000	Upfront	01-Jul-2024	31-Jul-2025	United States	Subscription	\$0.00	\$0.00
GROUP TOTAL										\$79,725.00

CAMSA EES | 13 Month Net New | STU | Enr: TBD | Custom Term
 COU USA
 Additional Product Offering
 Coverage Start Date: July 1

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279443	AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	25000	Upfront	01-Jul-2024	31-Jul-2025	United States	Subscription	\$0.00	\$0.00
GROUP TOTAL										\$0.00

SUBTOTAL										\$79,725.00
DELIVERY: Ground - 3 to 5 days										\$0.00
State Tax										\$0.00
Local Tax										\$0.00
TOTAL										\$79,725.00

All currency in this quote is in (USD).

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found <http://www.softchoice.com/softchoice-terms-and-conditions-for-products>

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Attachment "B"

Contractors Certification

CERTIFICATION TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED EXECUTES THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice ("DOJ") as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: (Certificate staff name), (Title), (School)

Signature: _____ Date: _____ Principal Initials: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") or are not performing Services hereunder that would require registering as a Lobbyist.
 - Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
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Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:


- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable

disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: Apr 8, 2024

Contractor: Softchoice Corporation

Signature: 

Name: Danielle Ryterband

Title: Director, legal & privacy office






CAMSA_Softchoice_SJUSD_Technology Department

Final Audit Report

2024-04-08

Created:	2024-04-08
By:	Ayesha Jabbar (ayesha.jabbar@softchoice.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQfYOzayQD971tXlq_3i3bjnsxOOfrgl

"CAMSA_Softchoice_SJUSD_Technology Department" History

-  Document created by Ayesha Jabbar (ayesha.jabbar@softchoice.com)
2024-04-08 - 3:59:35 PM GMT- IP address: 184.146.34.242
-  Document emailed to Danielle Ryterband (danielle.ryterband@softchoice.com) for signature
2024-04-08 - 4:01:18 PM GMT
-  Email viewed by Danielle Ryterband (danielle.ryterband@softchoice.com)
2024-04-08 - 4:02:08 PM GMT- IP address: 99.225.65.236
-  Document e-signed by Danielle Ryterband (danielle.ryterband@softchoice.com)
Signature Date: 2024-04-08 - 4:02:36 PM GMT - Time Source: server- IP address: 99.225.65.236
-  Agreement completed.
2024-04-08 - 4:02:36 PM GMT