

1 Agreements in an amount not to exceed Nine Hundred Seven Thousand Dollars
2 (\$907,000) for the first year, plus a twenty percent (20%) contingency in the
3 amount of One Hundred Eighty-One Thousand Four Hundred Dollars (\$181,400),
4 for a total amount not to exceed amount of One Million Eighty-Eight Thousand
5 Four Hundred Dollars (\$1,088,400), an annual amount not to exceed One Million
6 Two Hundred Nine Thousand Dollars (\$1,209,000) for the second year, plus a
7 twenty percent (20%) contingency in the amount of Two Hundred Forty-One
8 Thousand Eight Hundred Dollars (\$241,800), for a total amount not to exceed Two
9 Million Five Hundred Thirty-Nine Thousand Two Hundred Dollars (\$2,539,200),
10 until the current contract expires on October 31, 2021, with the option to renew for
11 as long as the County of Riverside Agreements are in effect, for an annual amount
12 of One Million Five Hundred Twenty-Two Thousand Dollars (\$1,522,000), with a
13 twenty percent (20%) contingency of Three Hundred Four Thousand Four
14 Hundred Dollars (\$304,400), for a total amount not to exceed One Million Eight
15 Hundred Twenty-Six Thousand Four Hundred Dollars (\$1,826,400) at the
16 discretion of the City Manager.

17 C. To the extent that the Riverside Agreements and this
18 Agreement are inconsistent, the following priority shall govern: (1) this Agreement
19 and (2) the Riverside Agreements.

20 D. Payment for the Microsoft product licenses and support
21 services purchased from Contractor by the City shall be made by the City on delivery
22 to and acceptance of the Microsoft product licenses and support services by the City
23 and submittal of an invoice to the City. Payment is due thirty (30) days after the
24 date of the invoice.

25 E. The term of this Agreement shall commence at midnight on
26 February 11, 2020, and shall terminate at 11:59 p.m. on February 10, 2021, with
27 the option to renew for as long as the Riverside Agreements are in effect.

28 F. All warranties shall accrue to the City of Long Beach.

1 2. Neither this Agreement nor any money that becomes due to
2 Contractor under this Agreement may be assigned by Contractor without the prior written
3 consent of the City Manager or his designee.

4 3. Any notice given under this Agreement shall be in writing and
5 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
6 delivered or mailed to Contractor at the relevant address first stated above, and to the City
7 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
8 shall be deemed given three days after deposit in the mail.

9 4. The terms appearing on the Riverside Agreements are incorporated
10 in this Agreement.

11 5. Contractor shall cooperate with the City in all matters relating to self-
12 accrual of use tax. Contractor shall contact the City Treasurer for additional information
13 regarding self-accrual.

14 6. This Agreement and all documents which are incorporated by
15 reference in this Agreement constitute the entire understanding between the parties and
16 supersede all other agreements, oral or written, with respect to the subject matter of this
17 Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

DELL MARKETING L.P., a Texas foreign limited partnership

Feb. 25, 2020

By Chantal Lyon
Name Chantal vanLede Lyon
Title Sr. Director, Managing Counsel
Enterprise Legal Team

February 25, 2020

By James P. Coughlin
Name James P. Coughlin
Title Senior Managing Legal Counsel

"Contractor"

CITY OF LONG BEACH, a municipal corporation

February 27, 2020

By Rebecca A. Garner
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on February 27, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

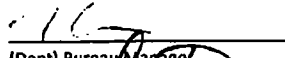
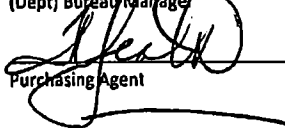

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

EXHIBIT "A"

Piggyback Agreement

No.		CONTRACT # PSA-0001524 Dell Marketing L.P. a Texas Corporation Commodity: Microsoft Enterprise Agreement
1	Agency	County of Riverside
2	RFP/Bid Number & Title	#RIVCO-2020-RFQ-0000048 - Microsoft Enterprise Agreement
3	RFP/Bid Released Date	27-Aug-19
4	Publication of solicitation	PublicPurchase.com
5	Number of Proposals received	10
6	Evaluation Criteria	Conformance to Terms/Conditions to Include Documentation; Pricing; Financial, Industry, and Marketplace Successes; Bidder's Ability to Sell/Service Contract Nationally; Bidder's Marketing Plan; Value Added Attributes; Warranty Coverages and Information; and Selection and Variety of Products and Services Offered
7	Board Award Information	Awarded October 22, 2019
8	Contract Number	County of Riverside Master Microsoft Enterprise Agreement No. 8084445; Dell Provider Agreement Number PSA-0001524
9	Contract Term	November 1, 2019-October 31, 2021
10	Renewal Options	None
11	Discount Offered	Microsoft will provide LSP's (authorized EA resellers) with Government Level-D, minus 2% pricing off of published "reseller cost" all platforms with the exception of Azure, which will be Government Level-D reseller cost. Dell's Markup % (Cost minus 0.43% to plus 2.00%)
12	Quote Amount	\$4 Million across 3 years
13	Insurance	Dell agreed to the City's standard insurance terms, by Clara Duffield on 12-16-19.
14	Recent Purchases by other agencies (Agency name and Po amount)	None, contract awarded recently.
15	Member Information	Not applicable; Government Agency
16	Ordering Process	No specific details

Approved By:

	12/17/19
(Dept) Bureau Manager	Date
	12/30/19
Purchasing Agent	Date
	
Business Services Manager	Date



DELL Technologies



DELLEMC

Pivotal.

RSA

Secureworks

virtustream

vmware



Proposal for the County of Riverside

Microsoft Enterprise Agreement RFQ #RIVCO-2020-RFQ-0000048

September 19, 2019

DELL Technologies



One Dell Way
Round Rock, TX 78682
USA

<http://www.dell.com/>

September 19, 2019

Rick Hai, Senior Procurement Contract Specialist
Senior Procurement Contract Specialist
County of Riverside
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, California 92504-4647

Dear Mr. Hai,

Thank you for this opportunity to submit a proposal for County of Riverside's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for the County has been designed to meet your needs in the most cost-effective way without compromising on quality, service or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow the County to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

The County has indicated that the following Terms and Conditions are made part of the RFQ (collectively referred to as "General Terms and Conditions"):

- #116-200 General Conditions Product/Personal Professional Services
- #116-210 General Conditions Materials and/or Services
- #116-230 General Conditions Equipment
- #116-310 Boilerplate Contract

Notwithstanding Dell's acknowledgment of the General Terms and Conditions as a requirement to participate in this RFQ, please note that Dell's bid is made subject to the following exceptions:

- 1) As per the County's guidance in Addendum 1 to the FRQ (County Response 4.13), Dell's sale and County's use of the Microsoft Software and online Services performed by Microsoft shall be subject to the terms and conditions set forth in the Microsoft Enterprise Agreement 8084445 between the County and Microsoft. Dell shall not be responsible or liable for Microsoft's performance of its obligations under the Enterprise Agreement.

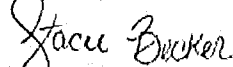
- 2) Any services performed by Dell in its capacity as a Servicing LSP pursuant to an award under the RFQ shall be in accordance with the terms and conditions finally agreed to in writing by Dell and the County prior to commencement of the services. Dell agrees that the General Terms and Conditions shall serve as the foundation of the parties' negotiations but reserves the right to negotiate the terms identified in the Exceptions Section of this bid.

Dell Technologies will partner with you every step of the way as you acquire, deploy, and manage your infrastructure. Additionally, the County will benefit from the full breadth of Dell Technologies' expertise, experience, and services capabilities that together help you leverage the full value of your information.

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact your Software Licensing Specialist at 949-308-5350 or online at Ed_Moran@Dell.com.

We look forward to working with you.

Sincerely,



Stacie Becker

Proposal Manager

Dell Technologies Profile

Dell Technologies

Dell Technologies believes technology exists to drive human progress on a global scale - to create new markets, reshape industries, and improve the lives of every person on the planet. Our unique combination and unprecedented capabilities power true transformation for people and organizations everywhere.

It's a journey that began over a generation ago, with our founder Michael Dell's vision to provide customers with a more powerful technology at a better value by rethinking how computers were manufactured and delivered. Around the same time, EMC began delivering compatible memory boards with higher reliability and then delivering data storage solutions scalable to enterprise level. Together these journeys completely changed the way the world sources, builds, and sells technology.

Human progress is a journey, one we believe should be traveled together. Whether you know our journey well, or you're just beginning yours, we're honored to embark upon it with you. At Dell Technologies, all our leaders are innovation pioneers, driving the technological revolution forward. Together, and as individuals, our passion drives every idea, concept and solution we create.

As a hybrid of digital experts, we deliver real results for customers across a spectrum of industries. To ensure our customers keep pace with digital innovation to accelerate their own success, Dell Technologies unites seven technology leaders in one company with the power to drive digital transformation and generate real results every day for the customers and people who partner with us.

Dell:

Dell gives today's workforce what they need to securely connect, produce, and collaborate; anywhere at any time. Award-winning desktops, laptops, 2-in-1s, and thin clients; powerful workstations and rugged devices made for specialized environments, as well as monitors, docking, and endpoint security solutions and services - workers get exactly what they need to work the way they want.

Dell EMC:

Dell EMC enables organizations to modernize, automate, and transform their data center using industry-leading converged infrastructure, servers, storage, and data protection technologies. Businesses get a trusted foundation to transform their IT and develop new and better ways to work through hybrid cloud, the creation of cloud-native applications, and big data solutions.

Pivotal:

Pivotal transforms how companies build and run software, so they can innovate at start-up speed by using cutting-edge software development methodologies, a modern cloud platform, and analytics tools.

RSA:

RSA offers business-driven security solutions that uniquely link business context with security incidents to help organizations manage digital risk and protect what matters most.

SecureWorks:

SecureWorks develops data-driven security solutions for your organization to detect and prevent breaches and cyberattacks.

Virtustream:

Virtustream provides cloud solutions built for the enterprise that are designed to run your most complex and critical applications with performance, security, and efficiency – whether private, public, or hybrid.

VMware:

VMware software powers the world's complex digital infrastructure. The company's compute, cloud, mobility, networking, and security offerings form a dynamic, consistent digital foundation to deliver the applications that power business innovation.

Together, we are ready to help you transform your business and shape your future.

This proposal contains confidential material that is proprietary to Dell Technologies Inc. The materials, ideas and concepts contained herein are to be used exclusively to evaluate the capabilities of Dell Technologies Inc. to provide a solution for County of Riverside. The information and ideas herein may not be disclosed to anyone outside of County of Riverside to be used for purposes other than the evaluation of the capabilities of Dell Technologies Inc. Dell Technologies Inc. believes the information in this document is accurate as of its publication date. The information is subject to change without notice.

Executive Summary

Dell Software is a top Microsoft LSP (License Service Provider) authorized to sell and administer Microsoft Enterprise and Select/Select Plus Agreements, as well as most other Microsoft OEM and volume licensing offerings. We have been a Microsoft provider offering Microsoft software and services to government customers since 1984. Our expertise is represented by the total number (4500+ in North America) and nature of Microsoft contracts we administer for public and government entities (state, local, academic) throughout the United States. We have more than 50+ Microsoft Partner of the Year awards, hold 18 Global Microsoft competencies, and employ more than 16,000 Microsoft Certified Professionals. Dell Software also manages the Microsoft Cloud contract for the state of California and is one of the largest suppliers of Microsoft products and services to the Federal government under the terms of the GSA Schedule.

Within Dell Software, we have an entire organization dedicated to state and local government and educational accounts. This organization is staffed with capable, experienced, industry-savvy, and customer service-oriented people who understand that state and local customers have unique needs when it comes to budgeting, procurement and payment processes, dissemination of knowledge and information, and many other agency-specific items. All members of Dell Software's Microsoft product and services sales team must achieve Microsoft certifications, including MCP (Microsoft Certified Professional), and receive ongoing training and updates on all things Microsoft on an ongoing basis.

Dell Software is confident that choosing an organization with our experience, extensive knowledge, and established tools and resources will reduce license compliance risks, mitigate over deployments, and better the experience of both the employees and end users of Riverside County.

In responding to the County's requirement, Dell has derived a solution that addresses your expressed business challenges and offers tangible financial, operational and business benefits.

Dell offers superior quality and value of solutions through operational excellence based on:

Expertise

- Dell uses a Business Process Improvement (BPI) methodology, based upon the internationally recognized 6-Sigma, for continuous innovation and process quality improvement
- Dell offers validated, best of breed solutions based on thousands of successful deployments
- Intellectual property and solution project management are maintained by Dell

Efficiency

- Dell's solution framework (based upon industry best practice) can be customized to meet your business needs, and allows for rapid design and deployment of solutions
-

- Our expertise in delivering core infrastructure services ensures the efficiency of solution planning, implementation and on-going maintenance

Dependability

- Dell's unique business model provides the County with a single point of accountability for everything we do
- Dell is passionate about its customer relationships. That passion means that you can be assured of high-quality delivery – and that doing business with Dell will be easy.

Choosing Dell as your Supplier

In summary, we believe that Dell can deliver real value to the County's business.

You can be assured that Dell is committed to deliver the solutions and services described in this proposal in a manner that will meet both your short- and long-term requirements.

Account Management

Dell's philosophy is that the relationship begins prior to the sale, when the Account Team works with the County to implement a custom strategy that will allow easy expansion and incorporation of relevant new technologies. Dell seeks to develop and utilize direct customer relationships to understand the County's needs and to deliver high quality computer products and services tailored to meet those needs. Your Account Team is available to provide the County with personalized advice and support based on your specific needs, technology planning, lifecycle cost management and project planning.

Account Roster		
Vice President North America Partner Software Sales		
Bryan Chester	Phone	512-723-7480
	Email	Bryan_Chester@dell.com
Regional Sales Director		
Field-based resource available to assist with account satisfaction issues, executive support, and enterprise wide business strategy.		
Mike Carey	Phone	512-723-7382
	Email	Charles_Carey@Dell.com
Account Executive		
Field-based pre-sales consultant to help manage the relationship between Dell and the County. Account Executive is the County's main point of contact nationally to handle any questions or problems that may arise. Available for product and services consulting, future product roadmaps, strategic project planning, application road-mapping, resource management, and all other onsite sales activities. Works closely with your Dell Sales Representative.		
Ed Moran Outside Software Specialist	Phone	949-308-5350
	Email	Ed_moran@dell.com
Bryan Lyau Outside Software Specialist	Phone	650-274-9515
	Email	B_Lyau@dell.com
Trevor Azavedo Outside Software Specialist	Phone	503-830-3427
	Email	Trevor_Azavedo@dell.com

Regional Sales Director		
Jason Shepherd	Phone	405-308-8869
	Email	Jason J Shepherd@dell.com
Inside Sales Manager		
Local office-based inside sales manager. Responsible for inside software sales representatives who service the state, local government, education, and healthcare market in the U.S. who is available for escalating any open issues such as pricing, delivery and customer satisfaction.		
Kim Wood	Phone	512-728-5262
	Email	Kim Wood@dell.com
Inside Sales Representative		
Local office-based telephone resource, available during normal business hours. Responsible for daily account management including configurations, product recommendations, pricing, ordering, Premier Pages, and publication/literature requests.		
Inside Sales Rep Name	Phone	Email
Gerard Ear	512-723-4810	Gerard Ear@dell.com
Jeff Khamthansy	512-513-1879	Jeff Khamthansy@dell.com
Luu Hoang	512-723-3391	Luu Hoang@dell.com
Chris Boyington	512-723-6722	Chris Boyington@dell.com
Elisa Carel	512-728-0496	Elisa Carel@dell.com
Tyler White	512-723-9481	Joseph T White@dell.com
Inside Microsoft Sales Specialist		
Gina Skonieczny	Phone	512-723-5609
	Email	Gina Skonieczny@Dell.com
Internet Support		
		www.dell.com/support/

About Dell Technologies

Who We Are

Our story began with two companies and one shared vision: to provide greater access to technology for people around the world. Dell Technologies is instrumental in changing the digital landscape the world over, fueled by the desire to drive human progress through technology.

The story of the world-record-breaking deal

At Dell Technologies, our purpose is to drive human progress, through greater access to better technology, for people with big ideas around the world.

The masterminds behind industry giants

It's a journey that began over a generation ago, in our founder Michael Dell's University of Texas dorm room. He believed he could provide customers with more powerful technology at a better value by rethinking how computers were manufactured and delivered.

Around the same time, Richard Egan and Roger Marino started EMC; first delivering compatible memory boards with higher reliability, then delivering data storage solutions scalable to enterprise level.

Spearheading a technological revolution

These journeys completely changed the way the world sources, builds and sells technology.

For Dell, it was selling technology directly to people, rather than through retail outlets. For EMC, it was Symmetrix, a data storage solution that transformed the way data centers operated in large enterprises. By the new millennium, both Dell and EMC were market leaders.

Collaborating with visionaries

EMC expanded into new markets to capitalize on new opportunities. They looked to like-minded innovators creating breakthroughs of their own. VMware, RSA, Pivotal and Virtustream were welcomed into the EMC family to form a technological powerhouse

Powering Human Progress: developing technology to transform lives

On September 7, 2016, Dell and EMC joined forces in the largest technology merger in history to become Dell Technologies. Dell Technologies unites seven technology leaders – Dell, Dell EMC, Pivotal, RSA, SecureWorks, Virtustream and VMware – in one company with the power to drive digital transformation and generate real results every day for the customers and people who partner with us.

Human progress is a journey, one we believe should be traveled together. Whether you know our journey well, or you're just beginning yours, we're honored to embark upon it with you.

Pricing – Exhibit C

Period of Firm Pricing Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.

Dell acknowledges and accepts

12.2 Specific terms for County of Riverside - The County shall pay the acceptable invoice within sixty (60) working days from the date of receipt of the invoice. Each Affiliate will communicate to their awarded LSP the compensation terms applicable to their agreement

Dell acknowledges and accepts

Per the County's guidance in Addendum 1 to the RFQ (Response 4,15), it is Dell's understanding that the Hourly Rates in Exhibit C are provided by the LSP to enable potential customers to estimate the fees associated with Professional Services offered by the LSP outside of Section A, A1. As Hourly Rates may vary depending on the scope of the engagement, the Hourly Rates provided by Dell in Exhibit C are estimates only and shall be subject to adjustment based on the final scope of work agreed to the parties in writing. Any fees for Professional Services subject to Hourly Rates shall not be included in the calculation of the annual administrative fee to be paid by Dell to RCIT pursuant to Section 15 of the RFP.

Exhibit C

Costs

License and Solution Provider (LSP) Skills Index/Rates.

Each project needs to go through scoping to determine effort and level of consultant needed. The rates listed below represent our highest and lowest hourly rate for these disciplines.

Highest – Delivery Manager - \$425

Lowest – VSD Associate Consultant- \$48

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate
Build Intelligent Apps	Yes	\$48 - \$425
Build Intelligent Agents	Yes	\$48 - \$425
Machine Learning	Yes	\$48 - \$425
Internet of Things	Yes	\$48 - \$425

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate
Globally distributed data	Yes	\$48 - \$425
OSS Databases	Yes	\$48 - \$425
Cloud Scale Analytics	Yes	\$48 - \$425
Data Platform Modernization to Azure	Yes	\$48 - \$425
Windows Server on Azure	Yes	\$48 - \$425
Security & Management	Yes	\$48 - \$425
Datacenter Migration	Yes	\$48 - \$425
Modern Business Intelligence	Yes	\$48 - \$425
Biz Apps	Yes	\$48 - \$425
Customer Service	Yes	\$48 - \$425
Field Service	Yes	\$48 - \$425
Marketing	Yes	\$48 - \$425
Talent	Yes	\$48 - \$425
Finance and Operations	Yes	\$48 - \$425
Business Central	Yes	\$48 - \$425
Power Apps	Yes	\$48 - \$425
Power BI	Yes	\$48 - \$425
Apps and Infrastructure	Yes	\$48 - \$425
Azure Stack	Yes	\$48 - \$425
High Performance Compute	Yes	\$48 - \$425
Cloud Native Apps using Serverless	Yes	\$48 - \$425
Modernize Apps	Yes	\$48 - \$425
SAP on Azure	No	\$48 - \$425
Linux on Azure	Yes	\$48 - \$425
Dev Ops	Yes	\$48 - \$425
Business Continuity & Disaster Recovery	Yes	\$48 - \$425

Apps and Infrastructure	Certified Competency (Yes/No)	Hourly Rate
Windows Server on Azure	Yes	\$48 - \$425
Security & Management	Yes	\$48 - \$425
Datacenter Migration	Yes	\$48 - \$425
Modern Workplace	Certified Competency (Yes/No)	Hourly Rate
User Adoption & Change Management	Yes	\$48 - \$425
Security	Yes	\$48 - \$425
GDPR & Compliance	Yes	\$48 - \$425
Teamwork	Yes	\$48 - \$425
Calling & Meetings	Yes	\$48 - \$425
Modern Desktop	Yes	\$48 - \$425
Office 365 Migration Assistance	Yes	\$48 - \$425
Mail	Yes	\$48 - \$425
Teams	Yes	\$48 - \$425
SharePoint	Yes	\$48 - \$425
OneDrive	Yes	\$48 - \$425

3.5 Microsoft Enterprise Support Services in accordance with Exhibit A, section A2 "Support Services".

Item Description	% Markup from Microsoft Cost
Microsoft Premier Support	Cost plus 2.00%
Unified Support Services	Cost plus 2.00%
Microsoft Consulting Services	Cost plus 2.00%

3.6 Master Microsoft Enterprise License Agreement No. 8084445 Level D-2%

Item Description	Examples include but are not limited to the following*:	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D minus 2%	Cost minus 0.56%
Enterprise Products	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	Cost minus 0.43%
Additional Products	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	Cost minus 0.43%
Server and Tools Product (applies to Server and Cloud Enrollments only)	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	Cost minus 0.43%
Select Plus Agreement No.7756479	All products for Select Plus Agreement No.7756479.		Cost plus 0.55%

Contractual Information – Terms and Conditions

EXCEPTIONS TO COUNTY'S GENERAL TERMS AND CONDITIONS

The County has indicated that the following Terms and Conditions are made part of the RFQ (collectively referred to as "General Terms and Conditions"):

#116-200 General Conditions Product/Personal Professional Services

#116-210 General Conditions Materials and/or Services

#116-230 General Conditions Equipment

#116-310 Boilerplate Contract

Notwithstanding Dell's acknowledgment of the General Terms and Conditions as a requirement to participate in this RFQ, please note that Dell's bid is made subject to the following exceptions:

- Dell's sale and County's use of the Microsoft Software and Online Services performed by Microsoft shall be subject to the terms and conditions set forth in the Microsoft Enterprise Agreement (8084445) between the County and Microsoft. Dell shall not be responsible or liable for Microsoft's performance of its obligations under the Enterprise Agreement.
- Any services performed by Dell in its capacity as a Servicing LSP pursuant to an award under the RFQ shall be in accordance with the terms and conditions finally agreed to in writing by Dell and the County prior to commencement of the services. Dell agrees that the General Terms and Conditions shall serve as the foundation of the parties' negotiations, but reserves the right to negotiate the following terms in each of the documents comprising the General Terms and Conditions:

#116-200 General Conditions Product/Personal Professional Services

- 6. Ownership/Use of Contract Materials and Products (Dell retains ownership of its IP but grants copyright and licensing rights in deliverables to customer)
- 7. Conduct of Contractor (need to qualify with "to the best of our knowledge")
- 21. Hold Harmless/Indemnification (too broad)
- 22. Insurance (requires review by risk manager to ensure alignment with our policies and coverages)

#116-210 General Conditions Materials and/or Services

- 4. Qualifications (Dell will perform services in a professional and workmanlike manner in accordance with generally acceptable industry standards)
 - 7. Obligations of the Bidder (Dell will provide and pay for those materials, labor, tools, equipment, water, light, power, transportation, etc. as agreed in writing by the parties)
 - 12. Work shall be first quality and meet satisfaction of county (Dell will perform services in a professional and workmanlike manner in accordance with generally acceptable industry standards)
-

- 13. Site examination (requires us to certify that we've had a chance to inspect and accept the conditions of all customer sites prior to submitting bid; we will not know and/or have had an opportunity to examine all possible customer sites prior to submitting bid)

#116-230 General Conditions Equipment

As this RFQ is specific to software and services, these equipment terms don't apply

#116-310 Boilerplate Contract

The following sections require discussion and/or further internal review.

- 1.2 need to establish measurable, mutually acceptable performance/acceptance criteria
- 3.2 Pricing obligations require internal review
- 3.3 Payment is tied to acceptance, so we need to define measurable and objective acceptance criteria
- 6. Ownership/Use of Contract Materials and Products
- 7. Conduct of Contractor (need to preface with "to the best of our knowledge")
- 8. Inspection of Service; Quality Control/Assurance (remedies require discussion/revision)
- 11.1 Disputes (final and conclusive resolution of dispute by County's Compliance Contract Officer requires discussion/revision)
- 12. Licensing and Permits (need to clarify that Dell is only responsible for licensing and permits related to performance of its obligations under the agreement)
- 15. Records and Documents (Dell will provide records and documents to substantiate amounts invoiced)
- 16.3 HIPAA (in the event HIPAA applies, Dell reserves the right to negotiate the terms of the BAA included as Attachment 1)
- 21. Hold Harmless/Indemnification
- 22. Insurance (requires review by risk manager to ensure alignment with our policies and coverages)

Additional Terms for inclusion in final agreement between Dell and County:

- **Limitation on Direct Damages.** Except for County's obligations to pay for services or County's violation of the restrictions on use of services or Dell's intellectual property rights, each party's total liability arising out of any dispute or any matter under the resulting agreement, shall be limited to the amount County paid to Dell during the 12 months before the date that the matter or dispute arose for the services that are the subject of the dispute.
- **No Indirect Damages.** Except for County's payment obligations and violation of Dell's intellectual property rights, neither Dell nor County shall have liability to the other for special, consequential, exemplary, punitive, incidental or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, loss of use or procurement of substitute services.

Exhibit D - Attachments

Please see Dell's completed attachments below.

- Attachment 1 – LSP Responsibility Checklist doc
- Attachment 2 – LSP Reporting of Active Enrollments doc
- Attachment 3 – Microsoft LSP Participating Form doc

Attachment 1 – LSP Responsibility Checklist

LSP RESPONSIBILITIES MICROSOFT ENTERPRISE AGREEMENT

LSP NAME	Dell Marketing L.P.
CHECK TO CONFIRM ABILITY TO COMPLY WITH REQUIREMENTS	RESPONSIBILITIES
✓	<p>i. Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (i.e.: monthly, quarterly, etc.). Dell has a dedicated team that will provide reporting to Riverside on an ongoing basis (can create automated schedule), as well as, to an enrollee upon request.</p>
✓	<p>ii. Provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body – i.e. county, city, etc.) Frequency will be determined by each Enrolled Affiliate (i.e. monthly, quarterly, etc.). Dell can provide Software License History Reports based on end-user need/frequency. Utilizing the Dell eWay site at shop.asap.com and Microsoft's database at www.explore.ms, we can provide reporting that gives a complete overview of each enrollee's profile.</p>
✓	<p>iii. At the Enrolled Affiliate's request, provide a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities. The Dell eWay site at shop.asap.com provides customers with robust reporting capabilities, including details on products, quantities, user, agency, enrollments and agreements, list price, cost, order dates, PO numbers, etc. The reports are customizable and flexible, so customers can access the information they need in a format most related to their requirements. Please see the Notes section at the end of Attachment 1 for more detail.</p>
✓	<p>iv. Provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal. We are able to provide training to those needing assistance with the VLSC, O365, Azure and other portals. We have helpful people and resources, how-to guides, and even virtual-led classes depending on the scenario.</p>

✓	<p>v. Provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe. When a major change from Microsoft occurs, Dell will notify the enrolled affiliate and address changes to licensing rights, uses, and deployments through email, phone, and/or in-person conversations.</p>
✓	<p>vi. Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment Amendments are necessary when needing to adjust or allow deviations from Microsoft's standard terms and conditions. The changes could include, but are not limited to, multi-tenant setup and allowances, pricing incentives, duration, custom use, back/future dating of product and services, and/or any other variances to standard T's and C's. Both Microsoft and the enrollee must mutually agree to an amendment before one is enacted. Dell will work with the enrollee(s) to explain and complete any applicable amendments should one be required.</p>
✓	<p>vii. Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D minus 2% or D), LSP's uplift and contracted unit price. Microsoft updates their products and pricing monthly and Dell can provide updated pricelists to enrollee Excel complete with SKU, product description, MSRP, NET (Level D minus 2% or D), LSP's uplift and contracted unit price as often as needed.</p>
✓	<p>viii. LSP Participation Fees: Awarded LSP's will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date. Dell complies with this requirement and has a dedicated rebate and incentives team that will remit payment to Riverside once invoiced.</p>

Notes – Quality of Service

Dell has a proven track record for providing excellent service related to software licensing. In fact, many government agencies, large and small, look to Dell to support their volume license agreements (VLAs) on an enterprise-wide basis. They have discovered that our focused licensing expertise makes complex, multi-faceted programs easier to implement.

At the foundation of Dell's business strategy is a commitment to total quality and resource efficiency. That translates into powerful advantages for government agencies. By streamlining our own internal processes, we are able to keep our prices low while providing the industry's most complete line of value-added services. These are services that Riverside and the state of California agencies can bring to bear in

support of the contract. Each service and capability is designed to make the tasks of identifying, purchasing, tracking and supporting software easier and less costly.

We are committed to helping organizations save money on technology purchases. Volume license agreements, or VLAs, are the vehicles that provide organizations with the greatest leverage in this area—especially Enterprise Agreements. Although simple in concept, these agreements are cumbersome for most organizations to evaluate, execute and manage. Dell's proposal includes a comprehensive offering of tools and programs designed to help gain control over software assets and get maximum value out of them while reducing complexity.

Getting great pricing on software is one incentive to work with Dell, but we understand that low prices aren't enough. We recognize that our customers and partners deserve high quality customer service as well. The service that we provide will ensure that agencies are able to deliver better management of the purchasing process, effective implementation, and efficient use of the software purchased. Our proposal addresses some of the services that have gained the attention of the industry, including our license tracking and reporting capabilities, our electronic commerce application known as Dell Software Online, and our expertise in implementing solutions designed specifically for our government customers. Working with Dell, IT and procurement can feel confident that every component will have access to the tools they need to make managing software licensing and purchasing software easier and more cost-efficient than ever before.

Dell Software Online

Dell Software makes a dedicated website available to our authorized contract users, and it will be available for each enrollee to use upon contract award.

Our online system accesses its internally stored information and provides our customers with a centralized, comprehensive software management system. The information found in Dell Software Online is a real-time reflection of our backend database, so you can feel confident in the timeliness and accuracy of this online resource.

Access to our online system is free to Dell Software customers and includes Internet-based applications designed to help you:

- Manage volume license agreements (at all levels of your organization) to ensure compliance
 - Obtain real-time contract pricing for accurate costing
 - Place orders for software licenses, shrink-wrap, media, docs, and software services
 - Enforce organizational standards through custom catalogs
 - Track purchases and license deployment
 - Manage your technology assets easily by running and/or scheduling standard and custom activity reports
 - Keep budgets in check and enforce purchasing limits with electronic approval routing
 - Submit first-level technical support requests for product purchased from Dell Software
-

- Stay up to date through opt-in e-mail subscriptions to Daily Industry News, Software Alerts, and eNewsletters
- Request authorization to return items

Dell Software Online is totally integrated into our company's backend technology for absolute pricing and order fulfillment accuracy. It is a real-time reflection of our internal database, so it always shows the latest products and versions, all at the participating state's contract-specific pricing. Some of the key benefits to you are that this tool (1) ensures you are always invoiced at the lowest price for which you qualify, (2) schedules anniversary billing so that you maintain compliance, (3) encourages adherence to standards and controls purchasing of covered products, and (4) tracks purchases of all related organizations. The Dell Software Online tool has been in place and has been continuously improved since 1996. As noted, it is a portal that permits authorized users to purchase eligible products and much more.

DELL

SEARCH

Home Account Management Shopping Cart

SHOP SOFTWARE IT Solutions Expertise & Resources About Dell

We make volume licensing SIMPLE

0 0 0

WHY DELL FOR SOFTWARE

SOFTWARE, HARDWARE & IT SERVICES

Cost-Effective

INFORMATIVE

INTELLIGENT

RESPONSIVE

eSMART by Dell

Simplify IT Asset Management

- Manage software costs
- Mitigate compliance risk

Flexible Ordering Options

MEET OUR SOFTWARE PARTNERS

Discover, Engage, Connect.

Information becomes opportunity at Dell's workshops, webinars and events.

Attachment 2 – LSP Reporting of Active Enrollments

ATTACHMENT 2
RFQ #RIVCO-2020-RFQ-0000048

LSP REPORTING OF ACTIVE ENROLLMENTS MICROSOFT ENTERPRISE AGREEMENT

LSP Name		Dell Marketing, LLP						
RIVCO Contract ID		RIVCO-20800-003-1216						
Microsoft Agreement Numbers		01E69633, 01E73134, AND NEW						
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
01E73134	6615741	Los Angeles County Metropolitan Transportation Authority	1/1/2015	12/31/2019	\$100,159.00	Vincent Tee	TEEV@METRO.NET	(626) 454-2840
01E73134	8417301	Alameda County IT	8/1/2015	7/31/2020	\$2,902,308.95	Rick Blanchard	rick.blanchard@acgov.org	(510)-667-7778
01E73134	9129145	Alameda County IT- 8417301- Commercial Azure Tenant	8/1/2015	7/31/2020	\$43,000.00	Rick Blanchard	rick.blanchard@acgov.org	(510)-667-7778
01E73134	5542489	Los Angeles County Metropolitan Transportation Authority	1/1/2015	12/31/2019	\$2,407,922.04	Vincent Tee	TEEV@METRO.NET	(626) 454-2840
01E73134	7300757	City of Petaluma	11/1/2016	10/31/2019	\$81,726.27	Robert Volz	rvolz@ci.petaluma.ca.us	(707)-778-7352
01E73134	6496447	Oakland City Attorneys Office	6/4/2015	6/30/2020	\$36,066.73	Craig Strunk	restrunk@oaklandcityattorney.org	(510) 627-1540

Attachment 3 – Microsoft LSP Participating Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau
GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications
GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form (RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to: Attention: Rick Hai E-mail: RHai@rivco.org	Payment should be made to: Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930
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Company Name: Dell Marketing L.P.
Name: Stacie Becker Title: Proposal Manager
Address: One Dell Way
City: Round Rock Zip Code: 78682 Telephone #: 512-725-3007
Fax #/a _____ Email: Stacie_Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Stacie Becker
Signature

Stacie Becker
Printed Name

September 19, 2019
Date

Proposal Manager
Title

Addendum 1 from County of Riverside

County of Riverside
Purchasing and Fleet Services

Request for Quote #RIVCO-2020-RFQ-0000048, Addendum #1
Closing Date: 09/19/2019 on or before 01:30 P.M.

REQUEST FOR QUOTE #RIVCO-2020-RFQ-0000048

Microsoft Enterprise Agreement



ADDENDUM NO. 1 September 11, 2019

By:
Rick Hai, Sr. Procurement Contract Specialist
Kimberly Cruz, Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-3618
Email: RHai@rivco.org

NIGP Code(s): 20800, 20811

Form #116-175 RFQ Date 02/21/14

09/11/2019 10:41:11

DELL Technologies

ADDENDUM NO. 1
TO RFQ #RIVCO-2020-RFQ-0000048

1.0 This addendum is considered to be part of the RFQ. All other terms of the RFQ remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced RFQ. Any information contained herein will be considered part of the RFQ and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your quote prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

2.0 Respond to the quote at:

www.publicpurchase.com
RFQ #RIVCO-2020-RFQ-0000048

The bid response shall be submitted electronically to PublicPurchase.com by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will not accept late bids due to slow internet connection, or incomplete transmissions.

3.0 Clarification from County:

- 3.1 RFQ document page 6, section 8 "Method of Award for County of Riverside", subsection a, shall read as "Lowest overall markup above the contracted Published Reseller Cost (Net) for all products and online services."
- 3.2 RFQ document page 7, section 12 "Compensation Terms", subsection 12.3, shall read as "Additional quantities of Enterprise Online Services will continue to be offered by the LSP at the contracted Government Level D-2% of Published Reseller Cost (Net) plus LSP's contracted mark-up and may be added to the enrollment by Affiliate throughout the period of performance, for enrollments with effective dates between the 2-year period of 11/1/2019 to 10/31/2021. Azure metered services and Additional Products/Additional Online Services will be offered at the contracted Government Level D of Published Reseller Cost (Net) plus LSP's contracted mark-up."
- 3.3 RFQ document page 11, Exhibit B, section B2 "Standard Pricing Across all Platforms", shall read as "Microsoft will provide LSP's (authorized EA resellers on this contract) with Government Level-D, minus 2% pricing off of published "reseller cost" for Enterprise Online Services (examples include M365-E3, O365-E3, EMS-E3, WindowsE3), with all other products receiving Government Level-D reseller cost. This "Framework Pricing" will apply to any new/renewing Enrollments signed within the 2-year period of 11/1/2019 to 10/31/2021, for the duration of their 3-year Enrollment terms. Effective 11/1/2021, new/renewing Enrollments will receive Government Level-D for all products. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners."

3.4 RFQ document page 11, Exhibit B, section B6 "Raise and lower commitment for hosted services during the Enterprise Agreement Period", shall read as "You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down eligible hosted services at your anniversary to the original commitment level as well."

3.5 Microsoft Enterprise Support Services in accordance with Exhibit A, section A2 "Support Services".

Item Description	% Markup from Microsoft Cost
Microsoft Premier Support	
Unified Support Services	
Microsoft Consulting Services	

3.6 Master Microsoft Enterprise License Agreement No. 8084445 Level D-296

Item Description	Examples include but are not limited to the following*:	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D minus 2%	
Enterprise Products	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	
Additional Products	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	
Server and Tools Product (applies to Server and Cloud Enrollments only)	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	
Select Plus Agreement No.7756479	All products for Select Plus Agreement No.7756479.		

4.0 Questions from Vendors (LSPs):

4.1 Will the deadline for question submittal be extended due to upcoming addendums that were discussed during the Pre-Bid meeting?

County Response: No, deadline for question remain the same.

4.2 What portions if any of the RFQ can be bid separately?

County Response: This RFQ is for the entire Microsoft Enterprise Agreement.

4.3 In Exhibit A, section d-iii it states the following: "Provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities." Is this a requirement for bid submittal?

County Response: Yes.

4.4 Will the .5% fee be charged to the LSP when Riverside County utilizes the contract for themselves?

County Response: Yes, including Riverside County's usage.

4.5 Section 13.0 references that no tangible media or documentation will be shipped or received. The RFQ then states in Exhibit B, Section B3 - Customers can now have traditional media. Are these sections conflicting?

County Response: Exhibit B, Section B3 refers to the Home Use Program only. Very recently, the traditional CD media option has been discontinued.

4.6 In Exhibit C LSP Skills Index/Rates, to what extent will this be weighted in consideration for award of the RFQ?

County Response: No weighting.

4.7 Is the expectation that "LSP" could handle every bullet item in Section C?

County Response: Yes.

4.8 We see no language regarding subcontracting. Is this allowed?

County Response: No for licensing, by exception for Skills Index Portion.

4.9 Are there any required clearances?

County Response: Yes, depending on required services.

4.10 Will the Windows Enterprise E3 and E5 and VDA be included in the D-2% pricing for Enterprise Online Services as mentioned in the MS amendment?

County Response: Windows E3 and E5 options are considered Enterprise Online Services ("EO" in the Product Terms), therefore will receive the 2% discount. VDA is not classified as an Enterprise Online Service, therefore does not.

4.11 What is the weighting for the bid award criteria in section 8.0?

County Response: No weighting.

4.12 Is there a maximum number of awardees for this bid?

County Response: One to service the County of Riverside. A few other LSPs to cover statewide.

4.13 Is it the County's intent that the Microsoft Enterprise licensing terms will govern the sale and use of the Microsoft Software by reseller?

County Response: Yes.

4.14 Per section 6.3, is the expectation that the LSP provide the county with Attachment 2 every 30 days listing new enrollments; will a 30-day rolling report be acceptable?

County Response: No.

4.15 In Section 8.0 (Method of Award), item d. refers to "Service/Customer Support". Can the county clarify what this is in reference to above and beyond what is detailed in the "LSP Responsibilities" section (Exhibit A, A1)? How is this section being evaluated?

County Response: This section is for Professional Services offered by LSP outside of Section A, A1. This section is for potential customers to estimate services rates by individual LSP, by competency.

4.16 Exhibit A - A1 (b) refers to an Excel form (Attachment A) for respondents to fill in and upload as part of their response. However, there was not an Excel form labeled Attachment A as part of the bid package. Can the county clarify if this was an omission or if this information is included in a different document that was included as part of the bid package?

County Response: Please submit RFQ packet with Exhibit C, Attachment 1, Attachment 2, Attachment 3, and Addendum 1 completely filled out and return with your bid response.

4.17 Can the county provide a detailed list of all documents and items required to be returned and completed as part of the bid response?

- o Attachment 1 - LSP Responsibility Checklist doc
- o Attachment 2 - LSP Reporting of Active Enrollments doc - RFP states 30 days after award, online the tool says required not optional
- o Attachment 3 - Microsoft LSP Participating Form doc
- o Attachment 4 - Microsoft Enterprise Agreement No. 8084445 pdf
- o Attachment 5 - Microsoft Enterprise Agreement Most Current Product List xls
- * Enterprise 6 Tab 1
- * Is tab Enterprise 6 for our reference or is this this to be completed as the pricelist?
- o If it is to be completed as the pricelist, is a price per gln also required?
- * CDT Tab 2

- * Is this expected to be completed as a part of the package?
- * If required, is this exact format required?
- * If so, please define the acronyms/headers - Tab CDT - columns A-N on the excel document Attachment 5.

County Response: Please submit RFQ packet with Exhibit C, Attachment 1, Attachment 2, Attachment 3, and Addendum 1 completely filled out and return with your bid response.

- 4.18 Paragraph 15.1 references Select Plus Agreement No. 7756479 and states that the awarded LSP will be required to pay a fee of 0.5%. Can you please confirm that purchases from the Select Plus Agreement are in scope of this RFQ? If the answer is yes, can you please amend Exhibit C to include a line item for a markup percentage for the Select Plus Agreement?

County Response: Yes.

- 4.19 For the services rate card can we add skill levels: Entry - Medium - Expert?

County Response: No, please populate form as presented.

- 4.20 Regarding Managed Services: Can we provide pricing for our managed services around the Microsoft stack?

County Response: For continuity, please populate form as presented.

- 4.21 Regarding Premier Support: Can we provide an alternative solution and pricing for Premier support?

County Response: No.

- 4.22 Attachment 2 LSP Reporting of Active Enrollments: Please confirm this document does not need to be submitted with the bid is "due 30 days after initial award and upon subsequent annual renewals 30 days after renewal notices are sent". On the public purchase portal, we must accept, accept with exceptions, or not accept this document. If we "accept" this document - does that simply mean, we agree to complete the document within 30 days after the initial award?

County Response: Attachment 2 is due from awarded LSP within 30 days of enrollments.

- 4.23 Is there a limit to the number of LSP's the County will award?

County Response: County will make the award based on the best interest of the County and other government agencies within the State of California.

- 4.24 Just to confirm Net 60 will be for the County of Riverside, not other participants (cities, counties, etc..) utilizing the contract.



Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any 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 jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. **Term and termination.**

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** 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 the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other Intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaltered memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. **Miscellaneous.**

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. 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. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- MBSA
- Agreement
- Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

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; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
 Contact name* First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861
 Country* USA

Phone* 951-955-2265 Fax

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

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
 Contact name* First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

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

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

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

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

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

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

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



Program Signature Form

MBA/MBSA number

808444S

004-kayleed-S-04

Agreement number

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 Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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.

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 8/22/19
 SUSANNA N. OH DATE

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature* <i>[Signature]</i>
Printed First and Last Name* Richard R. Hai
Printed Title* Sr. Procurement Contract Specialist
Signature Date* 08/22/2019
Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date <small>(date Microsoft Affiliate countersigns)</small>	
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>	8/23/2019

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 physical media, 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
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Amendment to Contract Documents

Agreement Number

8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section Ga, "Term", is hereby amended and restated as follows:
 - a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	UD
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