

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

405



SUBMITTAL DATE:
September 10, 2015

FROM: Riverside County Regional Medical Center

SUBJECT: Acceptance of hardware and support services for the two (2) StorSimple network appliances provided by Microsoft at no cost to the County other than sales tax. District 5 [\$27,200], Hospital Enterprise Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and accept the hardware, support services and maintenance for the two (2) StorSimple network appliances provided by Microsoft valued at \$340,000 at no cost to the County other than sales tax estimated at \$27,200 with annual maintenance to commence in year two not to exceed \$20,000; and
2. Authorize the Purchasing Agent to sign the RCRMC amendment to the Microsoft Enterprise Agreement Enrollment.

BACKGROUND:

Summary

Riverside County Regional Medical Center is in the process of moving from servers and storage to the cloud through Microsoft's Network Storage System Hybrid Cloud Solution. A similar improvement was recently approved on agenda 3-47 dated 6/30/2015 for the Department of Public Social Services and Riverside County Information Technology.

[Signature]
Zareh H. Sarrafian
Assistant CEO –Health System

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 27,200.	\$ 20,000	\$ 47,200	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.	\$ 0	\$ 0	\$ 0.00	

SOURCE OF FUNDS: Hospital Enterprise Fund - 40050	Budget Adjustment:	No
	For Fiscal Year:	15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Christopher M. Hans

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Benoit
Nays: None
Absent: Ashley
Date: October 20, 2015
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

3-20

FORM APPROVED COUNTY COUNSEL 9/29/15
DATE
BY: GREGORY P. PRIAMOS

Departmental Concurrence

Purchasing & Fleet Services: *[Signature]*
Teresa Summers, Assistant Director

A-30 Positions Added
4/5 Vote Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Acceptance of hardware and support services for the two (2) StorSimple network
appliances provided by Microsoft at no cost to the County other than sales tax. District 5 [\$27,200],**

Hospital Enterprise Fund

DATE: September 10, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

As approved by the Board of Supervisors (Agenda 3.27, 11/08/11), Azure Government Cloud Services can be obtained under the Riverside County EA Agreement. In order for the system to be fully functional, it requires two (2) network storage array appliances (model #8600) that Microsoft is providing to the County at no cost, except for sales taxes. Acceptance of the hardware requires Board approval per County Counsel.

Microsoft's Network Storage System Hybrid Cloud Solution enables RCRMC to shift current data storage to an environment that will ensure data integrity and data security for core business systems. At the same time, this will provide a more cost effective storage system by reducing current and future hardware requirements. In phases, RCRMC anticipates realizing additional savings through the transfer of the physical tape libraries to the cloud and elimination of many local servers. Microsoft's Network Storage System organizes data based on utilization, allowing more commonly used data to be readily accessible via the storage arrays and less commonly used data to be stored in the cloud. This approach offers the flexibility to expand capacity without the necessity of increasing hardware to do so. Additionally, this approach enhances data security by having data stored in an off-site, hosted cloud environment.

Impact on Citizens and Businesses

Implementing Microsoft's Network Storage System Hybrid Cloud Solution will assist RCRMC to deliver services to the residents of Riverside County in a more efficient manner. There is no negative impact to residents.

SUPPLEMENTAL:

Additional Fiscal Information

- Azure Government Services were purchased through Microsoft EA for \$240,000 during 2015; and are projected at \$201,600 for 2016. These costs will be paid to Insight Public Sector, Inc. who is the County Awarded Vendor for Microsoft products.
- In conjunction with purchasing Azure Services, Microsoft will provide two (2) StorSimple network storage array appliances valued at \$340,000 at no cost; additionally saving \$55,560 as the first year of maintenance and support of network appliances is free.
- After the first year, the County will bid out amongst the County-Awarded vendors for the annual hardware support of the two (2) StorSimple network appliances. Cost shall not exceed \$20,000 annually for maintenance services.

Contract History and Price Reasonableness

- Utilization of this technology will create additional savings in labor and on equipment maintenance.
- The Azure Government Cloud Services are in use by DPSS and RCIT.
- The storage and array appliances are being offered to RCRMC at no cost.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.



Volume Licensing

Microsoft Azure Amendment for StorSimple Solution
 with 7000 or 8000 series
 Amendment ID M303

Enrollment Number
 Microsoft to complete for initial term
 Partner to complete for renewal

6319034

000-jorob-s-963

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

This amendment specifies the terms under which 7000 or 8000 series storage arrays manufactured by Seagate Systems (UK) Limited. ("Storage Arrays") and support will be made available to Customer.

When Customer purchases a specified minimum quantity of Microsoft Azure Monetary Commitment ("MC") in connection with a subscription to the Microsoft Azure Service, Customer will be eligible to receive, at no additional charge to Customer, delivery of a corresponding Storage Array and Gold level Storage Array support from Seagate Systems (UK) Limited ("Seagate"). The minimum MC purchase quantity required for each corresponding offer is specified in the table below.

Offer	Minimum Purchase Requirement per Offer (Quantity of Azure MC per month)
8100 Storage Array with Gold level Storage Array support	50
8600 Storage Array with Gold level Storage Array support	84

The quantity of offers ordered by Customer will be as indicated on the order form submitted to Seagate.

Customer is not eligible to receive the Storage Array and Storage Array support until Microsoft receives an order for the applicable Monetary Commitment and an executed copy of this Amendment.

Customer must arrange for delivery of the Storage Array directly with Seagate within fifteen (15) days after ordering the applicable MC. The terms and conditions governing the Storage Array, including warranty, support, shipping and handling, duties and return obligations, will be set forth in a separate agreement between Customer and Seagate. Title for Storage Array and risk of loss will pass to Customer upon delivery to the carrier at the point of origin. Customer will retain ownership of the Storage Array at the end of the subscription term.

Customer understands that Microsoft is paying Seagate for the Storage Array and Gold level Storage Array support that is being provided to Customer at no additional charge. The combined market value for the Storage Array and Gold level Storage Array support is available on the Seagate price list provided at <http://storsimple.seagate.com/pricing>. Microsoft waives any and all entitlement to compensation from Customer for the Storage Array or Gold level Storage Array support provided by Seagate. Microsoft intends that its payment for these items to Seagate be in compliance with applicable gift, ethics and other laws and regulations. It is specifically understood that the Storage Array and Gold level support are for the sole benefit and use of Customer and are not provided for personal use or benefit of any individual government employee.

The Storage Array contains software that uses Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the computer where you installed the software.

StorSimple 7000 series Storage Array updates: Customer use of the update service for Storage Array related software will allow Customer to download available updates manually. Seagate, not Microsoft, provides and licenses the third party updates through Seagate's update service.

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The StorSimple 8000 series Storage Arrays updates: Customer use of the update service for Storage Array related software will allow Customer to download available updates manually, or opt-in to receiving updates automatically. Available updates will come from Microsoft or third parties through the Microsoft Update service. The third party, not Microsoft, provides and licenses the third party updates through the update service.

This Amendment will automatically terminate upon any termination or expiration of the Enrollment.

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.

Enterprise Enrollment Multi-Tenant Enrollment Amendment M130

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

6319034

000-jorob-s-963

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.

1. **Definitions.**

- a. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise. More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies: <http://technet.microsoft.com/en-us/library/jj819284.aspx> and included below in Section "Technical considerations for multi-Tenant deployment".
- b. "Tenant Administrator" means any licensed user of a Tenant that has their role set to "Global Administrator" in their profile settings in the Tenant User Administration page of the tenant portal. A Tenant can have multiple users configured as "Global Administrator" and in this case there is no differentiation of technical capabilities between them, they are each Tenant Administrators for that Tenant and can perform their technical functions unilaterally. The login credentials must be unique across the entire global system for each user, including but not limited to, users that are configured as Tenant Administrators.

2. **Tenant Enrollment terms.**

- a. Customer Data in each Tenant is logically isolated from Customer Data in other Tenants, and each Tenant is managed separately by Tenant Administrator(s) using entirely different login credentials. Two Tenants may not share Tenant Administrator(s) with the same login credentials or share data objects such as address lists or SharePoint Online sites.

To enable multiple Tenants for Online Services Plans, as identified in the Product List, Enrolled Affiliate can request assignment of an enrollment number ("Tenant Enrollment") for each Affiliate or subset of Affiliates included in its Enterprise that require separate Tenants ("Tenant Affiliate"). Tenant Enrollments may only be established for Affiliates included in the Enrolled Affiliate's Enterprise in the "Enrolled Affiliate's Enterprise" section of the Enrollment.

To facilitate Tenant Enrollments for Tenant Affiliates, the parties agree that an enrollment number will be assigned for each Tenant Affiliate listed in the table in Appendix A to this amendment. Enrolled Affiliate hereby accepts the terms and conditions of the Lead Enrollment on behalf of each Tenant Affiliate. Enrolled Affiliates represents and warrants that it has the right, power, and authority to accept on behalf of Tenant Affiliate.

- b. Notwithstanding that the Tenant Affiliates listed in the table in Appendix A will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.
- c. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software

Assurance quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.

- d. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.
- e. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.
- f. Enrolled Affiliate must submit an annual true up order for each Tenant Enrollment per the terms of the Lead Enrollment and must comply with the requirements set forth in the Lead Enrollment under the Section titled "Order Requirements", with the exception of the initial order requiring a minimum of 250 Licenses for each Tenant Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.
- g. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).
- h. Due to technical considerations for multi-tenant deployment, described below, Licenses may not be reassigned between the Tenant Affiliates.
- i. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Appendix A, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.
- j. Enrolled Affiliate acknowledges and agrees that free media (e.g., CD/DVD-ROM) kits will not be shipped to each Tenant Affiliate during the initial term or any renewal term of a Tenant Enrollment. If electing physical media, this may only be elected by the Enrolled Affiliate for the Lead Enrollment.
- k. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

3. *Technical considerations for multi-Tenant deployment.*

Each Tenant Affiliate will be assigned a separate Tenant, provided that it complies with the terms and conditions of this amendment. Each Tenant will require Tenant Administrator(s) with unique login credentials, and each Tenant Affiliate will manage its Tenant separately in the administrator console. This will permit and require each Tenant Affiliate to be managed and operated independently of the other. Due to the independent nature of each Affiliate Tenant from the other, there will be a number of technical boundaries associated with managing or using the tenants together, including but not limited to those in the following list:

- a. No ability to provide consolidated administrative reporting or control across Tenants.
- b. No automated ability to move users between Tenants. For example, if a user moves from one affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.
- c. No consolidated Global Address List for all Tenants.
- d. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.
- e. No ability to share domain names across Tenants.

- f. No ability to share SIP domains; each Tenant will have a separate Skype for Business Online SIP domain.
- g. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant.
- h. No master SharePoint content index combining all Tenants; each Tenant's index will be restricted to that Tenant.
- i. Additional on premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

4. Common Enrollment information for Tenant Enrollment based upon Enrollment.

The following information will be applied to all Tenant Enrollments based upon the information provided in the Lead Enrollment, as well as any change requested to such information. Changes to individual Tenant Enrollments for these details will not be allowed.

- a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format "Tenant-Lead Enrollment number-Tenant Affiliate Entity Name". This entity name must be provided in Appendix A for this Amendment under Tenant Affiliate Entity Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.
- b. Notices Contact and Online Administrator
- c. Microsoft Account Manager
- d. Media Delivery Address
- e. Billing contact and Software Advisor/Reseller information
- f. Financing and Tax Elections as provided in the Lead Enrollment

5. Online Services Manager.

For each Tenant Enrollment, a unique Online Services Manager must be provided in Appendix A. This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses, stepping-up, and initiating Transitions prior to a true-up order.

Appendix A

Prior Tenant Enrollment number (if renewal)	Tenant Enrollment Number (Microsoft to Complete)	Profile ID	Purchase Order Number	Tenant Affiliate Entity Name	Online Services Manager Contact Details
		Azure Commercial		Azure Commercial Tenant	<p>Contact name: First: Sebron Last: Partridge Contact email address: Sebron.Partridge@co.riverside.ca.us Street address: 6147 Rivercrest Drive, Ste# A City: Riverside State/Province: CA Postal code: 92507- (For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx) Country: USA Phone: 951-955-3700 Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>
					<p>Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: (For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx) Country: Phone: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>

Prior Tenant Enrollment number (if renewal)	Tenant Enrollment Number (Microsoft to Complete)	Profile ID	Purchase Order Number	Tenant Affiliate Entity Name	Online Services Manager Contact Details
					Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: - (For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx) Country: Phone: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
					Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: - (For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx) Country: Phone: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

Prior Tenant Enrollment number (if renewal)	Tenant Enrollment Number (Microsoft to Complete)	Profile ID	Purchase Order Number	Tenant Affiliate Entity Name	Online Services Manager Contact Details
					<p>Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: - (For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx) Country: Phone: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>
					<p>Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: - (For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx) Country: Phone: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>

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.



Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

6319034

000-jorob-s-963

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.

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

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

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.



Requested by: Heather Duggan
 Prepared by: Chris Beechler

Organization: Riverside County Information Technology
 Date: 8/14/2015

Microsoft EA Quote

Enrollment: 6319034

Part Number	Product Description	Nbr Months	Monthly Unit Price	Qty	Extension
6QK-00001	AzureMonetaryCommit ShrdSvr ALING SubsvL MVL Commit	5	100.00	168	84,000.00
6QK-00001	AzureMonetaryCommit ShrdSvr ALING SubsvL MVL Commit	12	100.00	168	201,600.00

Total \$ 285,600.00

Please Note: The number of months is based on the number of months until the next anniversary.



Program Signature Form

MBA/MBSA number		000-jorob-s-963
Agreement number	01E73134	

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
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment	M97 (6319034)
Microsoft Azure Amendment for StorSimple Solution with 7000 or 8000 series Amendment	M303 (6319034)
Enterprise Enrollment Multi-Tenant Enrollment Amendment	M130 (6319034)

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

Customer
Name of Entity (must be legal entity name)* Riverside County Information Technology
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

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

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

* indicates required field

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

* indicates required field

If Customer requires 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.

FORM APPROVED BY RIVERSIDE COUNTY COUNSELLOR
 BY: [Signature] DATE: 11/21/16

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA