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



MEETING DATE:

Tuesday, November 8, 2016

FROM: RCIT and PURCHASING:

SUBJECT: Approve and Execute the Participating Agreements with the Licensing Solution

Providers (LSP) to Enroll Government Entities in Master Microsoft Enterprise Agreement #01E73970. [All Districts] [Estimated \$53,000 Annual revenue] 100%

RCIT ISF Contract Revenue

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve the awarded Licensing Solution Providers (listed in Exhibit A) to resell
 enrollments leveraging the County of Riverside Master Microsoft Enterprise Agreement
 #01E73970 to all government entities within the State of California until December 31,
 2019 as a result of Request for Quote #PUARC-1518; and
- 2. Approve and execute the Participating Agreements between the awarded Microsoft Licensing Solutions Providers (listed in Exhibit A) and County; and
- 3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and as approved by County Counsel, to sign amendments that do not change the substantive terms of the agreements or as requested by Microsoft.

Policy

BACKGROUND:

Summary

(Continued on Page 2)

FINANCIAL DATA	Current Fiscal Year:		Next Fiscal Year	ri 🕌 📗	Total Cost:	Ongoing Cost
COST	\$	0	\$	0	\$	0 \$ 0
NET COUNTY COST	\$	0	\$	0	\$	0 \$0
SOURCE OF FUNDS:	Revenue				Budget Adju For Fiscal Y	ear: 16/17-19/20

C.E.O. RECOMMENDATION: [CEO use]

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington, Benoit and Ashley

Nays:

None

Absent:

None

Date:

November 8, 2016

XC:

RCIT, Purchasing

3-11

Kecia Harper-Ihem

Clerk of the Board

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

BACKGROUND:

Summary (continued)

The County of Riverside has been the leader in negotiations with the Master Microsoft Enterprise Agreement for the purchase of software, software assurance, software as a service (SAAS), and infrastructure as a service (IAAS). Common products that are purchased are standard desktop products such as Microsoft Office 365, Visio, and Project as well as enterprise products including but not limited to Microsoft Windows Enterprise, Enterprise Mobility Suite, and SQL Database Licensing. Enterprise class security and regulatory compliance creates a catalyst for a new kind of relationship with Technology Partners like Microsoft.

This agreement is intended to be available and leveraged by government agencies throughout the State of California. An agreement of this nature allows for agencies to lock in pricing for the length of their enrollment, the ability to amortize the cost of new licenses, unlimited access to all Microsoft software, and flexibility to raise and lower commitments on hosted services. Like the County of Riverside, other government entities have been challenged with keeping software current while minimizing the associated costs. The Microsoft Enterprise Agreement's Software Assurance Benefits allows for licensing rights to the most current released version to be utilized at no additional cost which mitigates the risk of potential cost increases of Microsoft products over the next three years.

Due to the accelerated evolution and demands for technology, the Public Sector has had to start sharing the risk with companies like Microsoft to build and maintain systems which ease the burden of delivering enterprise class services through Cloud, SAAS, and IAAS products and services.

There are over 600 government agencies that utilize the current County of Riverside Microsoft Master Agreement. Many County of Riverside departments, including Riverside County Information Technology, have made strides to setting standards with the management of an enterprise agreement with emphasis with consolidated agreements. These standards are shared with other government entities with more and more finding the benefits of a Microsoft Enterprise Agreement.

Impact on Residents and Businesses

The master agreement provides maximum discounts as a result of cooperative efforts with various governmental agencies in the State of California.

SUPPLEMENTAL:

Additional Fiscal Information

A new feature has been added to this Master Agreement with the administering of a participation fee to the awarded Microsoft LSPs. This new participation fee will be assessed at

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

the rate of \$100 per the total number of years of a new enrollment opened on this Master Microsoft Enterprise Agreement #01E73970. Typically enrollments are three years in length which would then generate an average of \$30,000 to \$70,000 of revenue per year. These costs are not to be pushed to the customers and should be absorbed by the LSP as directed in RFQ #PUARC-1518.

Contract History and Price Reasonableness

The Purchasing Department in partnership with RCIT issued a bid, Request for Quote (RFQ) #PUARC-1518, for County-wide Microsoft licenses, product and services available on Microsoft Enterprise Agreement #01E73970 through an authorized Licensing Solutions Provider (LSP). The RFQ was viewed by fifty-one (51) companies and the County received bids from eight LSP's with seven (7) LSP's being determined as the most responsive, responsible bidders. The bid responses were based on a percentage mark-up or mark-down from the Government level pricing established by Microsoft and provided to all LSP's. The bid ranges were from -0.35% markdown to a 2% mark-up.

Exhibit A

Table shows LSP's and the percentage mark-up / mark-down from Microsoft Governmental Pricing Level D -7.5 and Level D for Azure metered services:

Licensing Solutions Provider (LSP)	License/Software Assurance	Subscriptions (Except Azure)	True-up / New Purchases / New Subscriptions (Not added at signing)	Azure only
CDW.G	1.25%	1.25%	1.25%	1.25%
Comparex, USA	1%	1%	1%	1%
Insight Public Sector, Inc.	-0.35%	-0.35%	-0.35%	-0.35%
SHI International Corp.	0.50%	0.50%	0.50%	0.50%
Crayon Software Experts LLC	0.25%	0.25%	0.50%	0.50%
PCMG, Inc.	1%	1%	1%	1%
SoftwareONE Inc.	2%	2%	2%	2%



Participating Agreement #RIVCO-20800-009-12/19

County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this 8th day of November, 2016, by and between **INSIGHT PUBLIC SECTOR**, ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

- 1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.
- 2. This agreement is available for use by all government entities within the State of California which the CONTRACTOR can enroll in EA #01E73970 (Enrolled Affiliate) for a period of 36 months. Enrollment documents will contain the terms and conditions specific to each entity.
- 3. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by EA #01E73970 and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for payment.
- 3.1 COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. COUNTY shall in no way be responsible to other entities for their purchases, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify each entity in writing of the requirements stated in Section 3.1.
- 4. This agreement shall be effective upon signature by both parties and continues in effect through December 31, 2019, unless terminated earlier.
- **Contractor Responsibilities:** CONTRACTOR will offer the following services at no additional charge. It is the responsibility of the government entities to determine which services, if any, meet their needs and communicate that to the CONTRACTOR.
 - a) Provide reports showing year to date annual spend according to entity's specifications. Frequency will be determined by each entity (monthly, quarterly, etc.).
 - b) Provide reports of licenses purchased and added on to enrollment according to entity's specifications. (Intended for an enrollment that has licenses for multiple entities within a governmental body county, city, etc.) Frequency will be determined by each entity (monthly, quarterly, etc.).
 - c) At the entity'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 licenses, track licenses at department/entity levels, transfer licenses to and from each department/entity, and have reporting functionalities.
 - d) Provide training to the entity'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. CONTRACTOR should outline what aspects of training they feel would be beneficial.
 - e) Provide documentation to the entity 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.
 - f) Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment.
 - g) Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the entity. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D -7.5% or D), LSP's uplift and contracted unit price.
- **6. Participation Form**: CONTRACTOR must complete and return the **Microsoft LSP Participation Form**, included as Exhibit A with this agreement.

- 7. *Usage Reporting: CONTRACTOR will provide the LSP Reporting of Active Enrollments Form showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivcoit.org. A copy of the form is included in this agreement as Exhibit B.
- **8.** Administrative fees: CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of \$100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.
 - 8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.
 - 8.2 Failure to meet the administrative fee requirements and submit fees on a timely basis may constitute grounds for suspension or termination of this agreement.
- 9. **Pricing**: Base Price is Government Level D -7.5% of Published Reseller Cost (Net) for all product and online services and Level D for Azure metered services.

Category	Description	Unit of Measure	Percentage
License/SA or SA	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Mark-up	-0.35% *
Subscriptions Except Azure	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%. * Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.	Mark-up	-0.35%
True-up / New Purchases / New Subscriptions not Added at Signing Configuration	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Mark-up	-0.35%
Azure only	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D.	Mark-up	-0.35%

^{*}Negative percentage represents an additional mark down from base price.

10. Contract Management: The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 Primary Contact:

Jenifer Rutherford, Administrative Services Analyst II

Riverside County Information Technology

3450 14th Street, Riverside, CA 92501

Direct: (951) 955-7785

Email: jenifer.rutherford@rivcoit.org

10.2 Secondary Contact:

John Miller, Sr. Procurement Contract Specialist

County of Riverside Purchasing and Fleet Services

2980 Washington Street, Riverside, CA 92504

Direct line: (951) 955-4945 or (951) 955-4937

Email: <u>JMMiller@rivcoit.org</u>

10.3 The CONTRACTOR contact for this agreement is listed below:

Contact name and title

Amy Tschopp, Manager Sled Compliance

Address

6820 South Harl Avenue

City, State

Tempe, AZ 85283

Phone

630-924-6829

Email

SLEDContracts@insight.com

- 10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.
- 11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political

INSIGHT PUBLIC SECTOR, INC.

subdivision of the State of California

John/J/ Benoit, Chairman

Board of Supervisors

Dated:

NOV 0 8 2016

Name: John Carnahan

Title: Senior Vice President, Business Development

Dated: October 31, 2016

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Chunsel

Neal Kipnis,

Deputy County Counsel

DAVE ROGERS Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO Enterprise Applications Bureau

VEVA HARGUINDEGUY, ACIO Converged Communications Bureau

> JIM SMITH, ACIO **Technology Services Bureau**

Exhibit A - Microsoft LSP Participation Form

Payment should be made to:

3450 14th Street, Fourth Floor

Riverside County Information Technology

Complete this formand return to:

Attention: Jenifer Rutherford

	E-mail: MasterMicrosoftAdmin@RivcoIT.org	Riverside, CA 92501
		County of Riverside TIN #: 95-6000930
Company N	ame:Insight Public Sector, Inc.	
Name: A	my Tschopp	Title: Manager, SLED Compliance
Address: 6	820 South Harl Avenue	
City: <u>Tem</u>	ipe, Arizona Zip Code: 8528.	3Telephone #: 630-924-6820
Fax #: <u>630</u> -	-924-6850 Email: <u>SLEDCon</u>	tracts@insight.com
The County	of Riverside is the host of the Microsoft Maste	er Agreement 01E73970. All questions regarding th
products an	d licensing should be directed to Microsoft.	
We agree to	p pay the participation (administrative) fees for	each enrollment that is established by leveraging th
		ordance to the schedule referenced in agreemen
Section 8, a	and any subsequent contracts or amendments.	
		oft directly, to report enrollment activity and compl
with the pay	ment schedule per per agreement, Section 8, t	o Riverside County Information Technology.
Please refe	rence the remittance information above when s	anding the navment
r icasc reiei	rence the remittance information above when s	ending the payment.
		0.1.1.04.0045
Signature		October 31, 2016 Date
John Carna	ahan	SVP, Business Development
Printed Nam		Title

Participating Agreement #RIVCO-20800-011-12/19

County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this 8th day of November, 2016, by and between **COMPAREX USA**, ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

- 1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.
- 2. This agreement is available for use by all government entities within the State of California which the CONTRACTOR can enroll in EA #01E73970 (Enrolled Affiliate) for a period of 36 months. Enrollment documents will contain the terms and conditions specific to each entity.
- 3. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by EA #01E73970 and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for payment.
- **3.1** COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. COUNTY shall in no way be responsible to other entities for their purchases, including but not limited to product selection or implementation, services or other related matters.
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- 4. This agreement shall be effective upon signature by both parties and continues in effect through December 31, 2019, unless terminated earlier.
- 5. Contractor Responsibilities: CONTRACTOR will offer the following services at no additional charge. It is the responsibility of the government entities to determine which services, if any, meet their needs and communicate that to the CONTRACTOR.
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- **6. Participation Form:** CONTRACTOR must complete and return the **Microsoft LSP Participation Form**, included as Exhibit A with this agreement.
- 7. Usage Reporting: CONTRACTOR will provide the LSP Reporting of Active Enrollments Form showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivcoit.org. A copy of the form is included in this agreement as Exhibit B.

- **8.** Administrative fees: CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of \$100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.
 - 8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.
 - 8.2 Failure to meet the administrative fee requirements and submit fees on a timely basis may constitute grounds for suspension or termination of this agreement.
- 9. **Pricing**: Base Price is Government Level D -7.5% of Published Reseller Cost (Net) for all product and online services and Level D for Azure metered services.

Category	Description	Unit of Measure	Percentage
License/SA or SA	Percentage markup from County of Riverside's Master Microsoft	Markup	1.00%
	Enterprise Agreement No. 01E73970, Level D -7.5%		
Subscriptions Except	Percentage markup from County of Riverside's Master Microsoft	Markup	1.00%
Azure	Enterprise Agreement No. 01E73970, Level D -7.5%.		
	* Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.		
True-up / New	Percentage markup from County of Riverside's Master Microsoft	Markup	1.00%
Purchases / New	Enterprise Agreement No. 01E73970, Level D -7.5%	1	
Subscriptions not			
Added at Signing			
Configuration			
Azure only	Percentage markup from County of Riverside's Master Microsoft	Markup	1.00%
	Enterprise Agreement No. 01E73970, Level D.		

10. Contract Management: The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 Primary Contact:

10.2 Secondary Contact:

Jenifer Rutherford, Administrative Services Analyst II

John Miller, Sr. Procurement Contract Specialist

Riverside County Information Technology

County of Riverside Purchasing and Fleet Services

3450 14th Street, Riverside, CA 92501

2980 Washington Street, Riverside, CA 92504

Direct: (951) 955-7785

Direct line: (951) 955-4945 or (951) 955-4937

Email: jenifer.rutherford@rivcoit.org

Email: JMMiller@rivcoit.org

10.3 The CONTRACTOR contact for this agreement is listed below:

Contact name and title George Barrett, Director of Operations

Address 600 N. Pearl Street

Address Suite 1960

Phone 214-868-5691

Email George.barrett@comparexusa.com

- 10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.
- 11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political

COMPAREX USA

subdivision of the State of California

John J. Benoit, Chairman

Board of Supervisors

Dated: NOV 0 8 2016

Name: George Barrett

Title: Director of Operations

Dated: 10-28-16

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Co

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Neal Kipnis,

Deputy County Counsel

DAVE ROGERS Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO Enterprise Applications Bureau

VEVA HARGUINDEGUY, ACIO Converged Communications Bureau

JIM SMITH, ACIO

Technology Services Bureau

Exhibit A - Microsoft LSP Participation Form

Payment should be made to:

3450 14th Street, Fourth Floor

Riverside, CA 92501

Riverside County Information Technology

Complete this formand return to:

Attention: Jenifer Rutherford

E-mail: MasterMicrosoftAdmin@RivcoIT.org County of Riverside TIN #: 95-6000930 Company Name: Comparex USA, Inc. Name: George Barrett Title: Director of Operations Address: 600 N. Pearl Street, Suite 1960 Zip Code: 75201 Telephone #: 855-228-8791 City: Email: george.barrett@comparexusa.com The County of Riverside is the host of the Microsoft Master Agreement 01E73970. All questions regarding the products and licensing should be directed to Microsoft. We agree to pay the participation (administrative) fees for each enrollment that is established by leveraging the County of Riverside Microsoft Master Agreement in accordance to the schedule referenced in agreement, Section 8, and any subsequent contracts or amendments. We agree that all enrollments will be submitted to Microsoft directly, to report enrollment activity and comply with the payment schedule per per agreement, Section 8, to Riverside County Information Technology. Please reference the remittance information above when sending the payment. 10-28-16 George Barrett Director of Operations Printed Name

Participating Agreement #RIVCO-20800-013-12/19

County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this 8^{th} day of November, 2016, by and between **SOFTWAREONE**, ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

- 1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.
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- 7. Usage Reporting: CONTRACTOR will provide the LSP Reporting of Active Enrollments Form showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15th of each year. Forms shall be submitted electronically to Master Microsoft Admin@rivcoit.org. A copy of the form is included in this agreement as Exhibit B.

- **8. Administrative fees:** CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of \$100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.
 - 8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.
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Category	Description	Unit of Measure	Percentage
License/SA or SA	Percentage markup from County of Riverside's Master Microsoft	Markup	2.00%
	Enterprise Agreement No. 01E73970, Level D -7.5%		
Subscriptions Except	Percentage markup from County of Riverside's Master Microsoft	Markup	2.00%
Azure	Enterprise Agreement No. 01E73970, Level D -7.5%.		
	* Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.		
True-up / New	Percentage markup from County of Riverside's Master Microsoft	Markup	2.00%
Purchases / New	Enterprise Agreement No. 01E73970, Level D -7.5%		
Subscriptions not			
Added at Signing			
Configuration			
Azure only	Percentage markup from County of Riverside's Master Microsoft	Markup	2.00%
	Enterprise Agreement No. 01E73970, Level D.		

10. Contract Management: The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 Primary Contact:

10.2 Secondary Contact:

Jenifer Rutherford, Administrative Services Analyst II

John Miller, Sr. Procurement Contract Specialist

Riverside County Information Technology

County of Riverside Purchasing and Fleet Services

3450 14th Street, Riverside, CA 92501

2980 Washington Street, Riverside, CA 92504

Direct: (951) 955-7785

Direct line: (951) 955-4945 or (951) 955-4937

Email: jenifer.rutherford@rivcoit.org

Email: JMMiller@rivcoit.org

10.3 The CONTRACTOR contact for this agreement is listed below:

Aaron Liggitt, SLG Software Portfolio Consultant

20875 Crossroads Circle, Suite 1

Waukesha, WI 53186

Phone: 916-735-3942

Email: Aaron.Liggitt@SoftwareONE.com

- 10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.
- 11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political

SOFTWAREONE

subdivision of the State of California

John J. Benoit, Chairman

Name:

Margarita Apodaca

Board of Supervisors

Title:

Operations Analyst

Dated: NOV 0 8 2016

Dated: 1

d: 10/28/2016

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

Neal Kipnis,

Deputy County Counsel

DAVE ROGERS
Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO Enterprise Applications Bureau

VEVA HARGUINDEGUY, ACIOConverged Communications Bureau

JIM SMITH, ACIO

Technology Services Bureau

Exhibit A - Microsoft LSP Participation Form

Payment should be made to:

3450 14th Street, Fourth Floor

Riverside, CA 92501

Riverside County Information Technology

Complete this formand return to:

E-mail: MasterMicrosoftAdmin@RivcoIT.org

Attention: Jenifer Rutherford

	County of Riverside TIN #: 95-6000930
Company Name: Software One, Inc.	
Name:Aaron Liggitt Address: _20875 Crossroads Circle, Suite 1	
	53186 Telephone #: 916-735-3942
Fax #:800-366-9994 Email: _ <u>Aaro</u>	on.Liggitt@SoftwareONE.com
products and licensing should be directed to Microsoft We agree to pay the participation (administrative) fees County of Riverside Microsoft Master Agreement in Section 8, and any subsequent contracts or amendment	s for each enrollment that is established by leveraging the accordance to the schedule referenced in agreement ents. Sicrosoft directly, to report enrollment activity and comply
Please reference the remittance information above when the signature of th	
Margarita Apodaca Printed Name	Operations Analyst Title

Participating Agreement #RIVCO-20800-014-12/19

County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this <u>8th</u> day of November, 2016, by and between **CRAYON SOFTWARE EXPERTS LLC**, ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

- 1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.
- 2. This agreement is available for use by all government entities within the State of California which the CONTRACTOR can enroll in EA #01E73970 (Enrolled Affiliate) for a period of 36 months. Enrollment documents will contain the terms and conditions specific to each entity.
- 3. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by EA #01E73970 and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for payment.
- 3.1 COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. COUNTY shall in no way be responsible to other entities for their purchases, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify each entity in writing of the requirements stated in Section 3.1.
- 4. This agreement shall be effective upon signature by both parties and continues in effect through December 31, 2019, unless terminated earlier.
- 5. Contractor Responsibilities: CONTRACTOR will offer the following services at no additional charge. It is the responsibility of the government entities to determine which services, if any, meet their needs and communicate that to the CONTRACTOR.
 - a) Provide reports showing year to date annual spend according to entity's specifications. Frequency will be determined by each entity (monthly, quarterly, etc.).
 - b) Provide reports of licenses purchased and added on to enrollment according to entity's specifications. (Intended for an enrollment that has licenses for multiple entities within a governmental body county, city, etc.) Frequency will be determined by each entity (monthly, quarterly, etc.).
 - c) At the entity'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 licenses, track licenses at department/entity levels, transfer licenses to and from each department/entity, and have reporting functionalities.
 - d) Provide training to the entity'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. CONTRACTOR should outline what aspects of training they feel would be beneficial.
 - e) Provide documentation to the entity 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.
 - f) Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment.
 - g) Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the entity. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D -7.5% or D), LSP's uplift and contracted unit price.
- **6. Participation Form**: CONTRACTOR must complete and return the **Microsoft LSP Participation Form**, included as Exhibit A with this agreement.

- 7. Usage Reporting: CONTRACTOR will provide the LSP Reporting of Active Enrollments Form showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15th of each year. Forms shall be submitted electronically to Master Microsoft Admin@rivcoit.org. A copy of the form is included in this agreement as Exhibit B.
- **8.** Administrative fees: CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of \$100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.
 - 8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.
 - 8.2 Failure to meet the administrative fee requirements and submit fees on a timely basis may constitute grounds for suspension or termination of this agreement.
- 9. **Pricing**: Base Price is Government Level D -7.5% of Published Reseller Cost (Net) for all product and online services and Level D for Azure metered services.

Category	Description	Unit of Measure	Percentage
License/SA or SA	Percentage markup from County of Riverside's Master Microsoft	Markup	0.25%
	Enterprise Agreement No. 01E73970, Level D -7.5%		
Subscriptions Except	Percentage markup from County of Riverside's Master Microsoft	Markup	0.25%
Azure	Enterprise Agreement No. 01E73970, Level D -7.5%.		
	* Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.		
True-up / New Purchases / New Subscriptions not Added at Signing Configuration	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	0.50%
Azure only	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D.	Markup	0.50%

10. Contract Management: The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 Primary Contact:

10.2 Secondary Contact:

Jenifer Rutherford, Administrative Services Analyst II

John Miller, Sr. Procurement Contract Specialist

Riverside County Information Technology

County of Riverside Purchasing and Fleet Services

3450 14th Street, Riverside, CA 92501

2980 Washington Street, Riverside, CA 92504

Direct: (951) 955-7785

Direct line: (951) 955-4945 or (951) 955-4937

Email: jenifer.rutherford@rivcoit.org

Email: JMMiller@rivcoit.org

10.3 The CONTRACTOR contact for this agreement is listed below:

Contact name and title - Greg Landry, Microsoft Business Desk Manager

Address - 8111 LBJ Freeway, Suite 1000

Address - Dallas, TX 75251-1313

Email - SLG.us@crayon.com

- 10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.
- 11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political

subdivision of the State of California

John J. Benoit, Chairman

Board of Supervisors

Dated: NOV 0 8 2016

ATTEST:

By:

Kecia Harper-Ihem

Clerk of the Board

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

Neal Kipnis,

Deputy County Counsel

CRAYON SOFTWARE EXPERTS LLC

Name: Ken Pharr

Title: VP Operations & Finance

Dated: 10/31/2016

DAVE ROGERS Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO Enterprise Applications Bureau

VEVA HARGUINDEGUY, ACIO

Converged Communications Bureau

JIM SMITH, ACIO

Technology Services Bureau

Exhibit A - Microsoft LSP Participation Form

Payment should be made to:

3450 14th Street, Fourth Floor

Riverside, CA 92501

Riverside County Information Technology

Complete this formand return to:

E-mail: MasterMicrosoftAdmin@RivcoIT.org

Attention: Jenifer Rutherford

	County of Riverside TIN #: 95-6000930
Company Name: _Crayon Software Experts, LLC_	
Name:Greg Landry	Title: Microsoft Business Desk Manager
Address: _8111 LBJ Freeway, Suite 1000	·
City: _Dallas Zip Coo	de: _75251-1313 Telephone #: _469-329-0290
Fax #: _303-682-1506 Email:S	LG.us@crayon.com
The County of Riverside is the host of the Microsof	oft Master Agreement 01E73970. All questions regarding the
products and licensing should be directed to Micro	soft.
We agree to pay the participation (administrative)	fees for each enrollment that is established by leveraging the
County of Riverside Microsoft Master Agreemen	t in accordance to the schedule referenced in agreement
Section 8, and any subsequent contracts or amend	dments.
We agree that all enrollments will be submitted to	o Microsoft directly, to report enrollment activity and comply
with the payment schedule per per agreement, Sec	ction 8, to Riverside County Information Technology.
1/21	
Please reference the resultance information above	when sending the payment.
Ley Man	10/31/2016
Signature Signature	Date
Ken Pharr	
Printed Name	Title

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS MICROSOFT ENTERPRISE AGREEMENT

	Crayon Software Experts	are Experts						
LSP Name	TTC							
RIVCO								
Contract ID	RIVCO-20800-014-12/19	014-12/19						
Microsoft								
Agreement	01E69633, 01E73134, AND	73134, AND						
Numbers	01E73970		:					
Master	Enrollment	Enrollment	Start	End		Enrollment	Enrollment Contact	Enrollment
Enrollment	Number:	Entity:	Date:	Date:	Annual Spend	Contact:	Email:	Contact Tel
						-		
							1	

Participating Agreement #RIVCO-20800-012-12/19

County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this 8th day of November, 2016, by and between **SHI INTERNATIONAL CORPORATION**, ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

- 1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.
- 2. This agreement is available for use by all government entities within the State of California which the CONTRACTOR can enroll in EA #01E73970 (Enrolled Affiliate) for a period of 36 months. Enrollment documents will contain the terms and conditions specific to each entity.
- 3. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by EA #01E73970 and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for payment.
- 3.1 COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. COUNTY shall in no way be responsible to other entities for their purchases, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify each entity in writing of the requirements stated in Section 3.1.
- 4. This agreement shall be effective upon signature by both parties and continues in effect through December 31, 2019, unless terminated earlier.
- 5. Contractor Responsibilities: CONTRACTOR will offer the following services at no additional charge. It is the responsibility of the government entities to determine which services, if any, meet their needs and communicate that to the CONTRACTOR.
 - a) Provide reports showing year to date annual spend according to entity's specifications. Frequency will be determined by each entity (monthly, quarterly, etc.).
 - b) Provide reports of licenses purchased and added on to enrollment according to entity's specifications. (Intended for an enrollment that has licenses for multiple entities within a governmental body county, city, etc.) Frequency will be determined by each entity (monthly, quarterly, etc.).
 - c) At the entity'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 licenses, track licenses at department/entity levels, transfer licenses to and from each department/entity, and have reporting functionalities.
 - d) Provide training to the entity'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. CONTRACTOR should outline what aspects of training they feel would be beneficial.
 - e) Provide documentation to the entity 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.
 - f) Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment.
 - g) Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the entity. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D -7.5% or D), LSP's uplift and contracted unit price.
- 6. Participation Form: CONTRACTOR must complete and return the Microsoft LSP Participation Form, included as Exhibit A with this agreement.

- 7. Usage Reporting: CONTRACTOR will provide the LSP Reporting of Active Enrollments Form showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15th of each year. Forms shall be submitted electronically to Master Microsoft Admin@rivcoit.org. A copy of the form is included in this agreement as Exhibit B.
- 8. Administrative fees: CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of \$100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.
 - 8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.
 - 8.2 Failure to meet the administrative fee requirements and submit fees on a timely basis may constitute grounds for suspension or termination of this agreement.
- 9. **Pricing**: Base Price is Government Level D -7.5% of Published Reseller Cost (Net) for all product and online services and Level D for Azure metered services.

Category	Description	Unit of Measure	Percentage
License/SA or SA	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	0.50%
Subscriptions Except Azure	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%. * Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.	Markup	0.50%
True-up / New Purchases / New Subscriptions not Added at Signing Configuration	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	0.50%
Azure only	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D.	Markup	0.50%

10. Contract Management: The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 Primary Contact:

10.2 Secondary Contact:

Jenifer Rutherford, Administrative Services Analyst II

John Miller, Sr. Procurement Contract Specialist

Riverside County Information Technology

County of Riverside Purchasing and Fleet Services

3450 14th Street, Riverside, CA 92501

2980 Washington Street, Riverside, CA 92504

Direct: (951) 955-7785

Direct line: (951) 955-4945 or (951) 955-4937

Email: jenifer.rutherford@rivcoit.org

Email: JMMiller@rivcoit.org

10.3 The CONTRACTOR contact for this agreement is listed below:

Guillermo Ortiz

290 Davidson Avenue

Somerset, NJ 08873

Guillermo_Ortiz@SHI.com

- 10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.
- 11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political

SHI INTERNATIONAL CORP.

By: Matalle Mounh

Title: Sr. Manager - Contracts & RFPs

Name: Natalie Slowik

Dated: 111114

subdivision of the State of California

John J. Benoit, Chairman

Board of Supervisors

Dated: NOV 0 8 2016

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

Neal Kipnis,

Deputy County Counsel

DAVE ROGERS
Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO Enterprise Applications Bureau

VEVA HARGUINDEGUY, ACIOConverged Communications Bureau

JIM SMITH, ACIO

Technology Services Bureau

Exhibit A - Microsoft LSP Participation Form

Complete this formand return to:

E-mail: MasterMicrosoftAdmin@RivcoIT.org

Attention: Jenifer Rutherford

Payment should be made to:

3450 14th Street, Fourth Floor

Riverside, CA 92501

Riverside County Information Technology

			County of Riverside TIN	#: 95-6000930		
Company N	Name: <u>SHI International C</u>	Corp.				
Name:	Guillermo Ortiz		Title: <u>Account E</u>	xecutive		
Address: _	290 Davidson Avenue					
City: So	omerset	Zip Code: <u>08873</u>	Telephone #:	619-446-8100		
Fax #:		Email: Guiller	mo_Ortiz@SHI.com			
The County	y of Riverside is the host o	f the Microsoft Mast	er Agreement 01E73970.	All questions regarding the		
products and licensing should be directed to Microsoft.						
We agree t	to pay the participation (ad	ministrative) fees for	each enrollment that is e	stablished by leveraging the		
-		•		e referenced in agreement,		
Section 8, and any subsequent contracts or amendments.						
We agree that all enrollments will be submitted to Microsoft directly, to report enrollment activity and comply with						
the payment schedule per per agreement, Section 8, to Riverside County Information Technology.						
		,	•	•		
Please refe	erence the remittance infor	mation above when	sending the payment			
1 10000 1010		mation above when	seriality the payment.			
Λ Λ	ADON MO					
Signature	athle Mo	NUC	<u>11/1/2016</u> Date	· · · · · · · · · · · · · · · · · · ·		
oigilataro			Dato			
Natalie S				ontracts & RFPs		
Printed Nar	me		Title			

Participating Agreement #RIVCO-20800-015-12/19

County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this 8th day of November, 2016, by and between PCMG, INC., ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

- 1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.
- 2. This agreement is available for use by all government entities within the State of California which the CONTRACTOR can enroll in EA #01E73970 (Enrolled Affiliate) for a period of 36 months. Enrollment documents will contain the terms and conditions specific to each entity.
- 3. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by EA #01E73970 and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for payment.
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 - f) Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment.
 - g) Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the entity. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D -7.5% or D), LSP's uplift and contracted unit price.
- **6.** Participation Form: CONTRACTOR must complete and return the Microsoft LSP Participation Form, included as Exhibit A with this agreement.
- 7. Usage Reporting: CONTRACTOR will provide the LSP Reporting of Active Enrollments Form showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivcoit.org. A copy of the form is included in this agreement as Exhibit B.

- 8. Administrative fees: CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of \$100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.
 - 8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.
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License/SA or SA	Percentage markup from County of Riverside's Master Microsoft	Markup	1.00%
	Enterprise Agreement No. 01E73970, Level D -7.5%		
Subscriptions Except	Percentage markup from County of Riverside's Master Microsoft	Markup	1.00%
Azure	Enterprise Agreement No. 01E73970, Level D -7.5%.		
	* Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.		
True-up / New Purchases / New Subscriptions not Added at Signing Configuration	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	1.00%
Azure only Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D.		Markup	1.00%

10. Contract Management: The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 Primary Contact:

10.2 Secondary Contact:

Jenifer Rutherford, Administrative Services Analyst II

John Miller, Sr. Procurement Contract Specialist

Riverside County Information Technology

County of Riverside Purchasing and Fleet Services

3450 14th Street, Riverside, CA 92501

2980 Washington Street, Riverside, CA 92504

Direct: (951) 955-7785

Direct line: (951) 955-4945 or (951) 955-4937

Email: jenifer.rutherford@rivcoit.org

Email: JMMiller@rivcoit.org

10.3 The CONTRACTOR contact for this agreement is listed below:

Contact name and title Sharon O. Ennis

Address

14120 Newbrook Dr. Ste. 100

Address

Chantilly, VA 20151

Phone

800-625-5468

Email

contract@pcmg.com

- 10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.
- 11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political

subdivision of the State of California

John J. Benoit, Chairman

Board of Supervisors

Dated: NOV 08 2016

PCMG, INC

Name: Sharon O. Ennis

Title: Vice President

Dated: 10/31/2016

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

Deputy

APPROVED AS TO FORM:

Neal Kipnis,

Gregory P. Priamos

By: V

County Counsel

Deputy County Counsel

DAVE ROGERS
Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO Enterprise Applications Bureau

VEVA HARGUINDEGUY, ACIO

Converged Communications Bureau

JIM SMITH, ACIO Technology Services Bureau

Exhibit A - Microsoft LSP Participation Form

Payment should be made to:

3450 14th Street, Fourth Floor

Riverside, CA 92501

Riverside County Information Technology

County of Riverside TIN #: 95-6000930

Complete this formand return to:

E-mail: MasterMicrosoftAdmin@RivcoIT.org

Attention: Jenifer Rutherford

Company Name: PCMG, Inc. dba PCM Gov, Inc.						
Name: Sharon O. Ennis		Title: Vice President				
Address: 14120 Newbrook Dr. Ste. 100						
City:	Chantilly, VA	Zip Code: _20151	Telephone #:	800-625-5468		
Fax #: _	703-378-4464	_ Email:contract@pcmg				
The County of Riverside is the host of the Microsoft Master Agreement 01E73970. All questions regarding the products and licensing should be directed to Microsoft. We agree to pay the participation (administrative) fees for each enrollment that is established by leveraging the County of Riverside Microsoft Master Agreement in accordance to the schedule referenced in agreement, Section 8, and any subsequent contracts or amendments. We agree that all enrollments will be submitted to Microsoft directly, to report enrollment activity and comply with the payment schedule per per agreement, Section 8, to Riverside County Information Technology.						
Please reference the remittance information above when sending the payment.						
Signatur	Karnllann e	w	10/31/2016 Date			
Sharon Printed N	O. Ennis Name	····	Vice President Title			