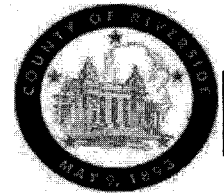


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.12

MEETING DATE:

Tuesday, November 8, 2016

FROM : RCIT and PURCHASING:

SUBJECT: Approve the Enrollment in Microsoft Enterprise Agreement (EA) #01E73970 and Approve and Execute the Agreement with Insight Public Sector to provide the goods and services offered in the EA for Three Years [All Districts], [up to \$33,000,000 aggregate]; 100% County Approved Budgets

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the enrollment in Microsoft Enterprise Agreement (EA) #01E73970 for three years; and
2. Approve and execute the Agreement with Insight Public Sector as the awarded Licensing Solutions Provider (LSP) to provide the goods and services offered in Microsoft Enterprise Agreement (EA) #01E73970; and
3. Authorize the Purchasing Agent, based on the availability of funding and as approved by County Counsel, to: (a) sign the EA Enterprise Enrollment documents for all County departments, agencies and special districts; (b) sign amendments to the EA enrollments; (c) sign amendments to the Agreement that do not change the substantive terms of the Agreement; and (d) sign amendments to the compensation provisions that do not exceed a \$2,000,000 aggregate increase.

Policy

BACKGROUND:

Summary

(Continued on Page 2)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$10,000,000	\$11,000,000	\$33,000,000	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: 100% County Approved Budgets			Budget Adjustment:	No
			For Fiscal Year16/17-19/20	

C.E.O. RECOMMENDATION:

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

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

3-12

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

BACKGROUND:

Summary (continued)

The Microsoft Enterprise Agreement is an annual program that covers the licensing of standard desktop software including Microsoft Windows, Microsoft Office, Microsoft Project, Microsoft Visio, etc. It also includes licensing for all Microsoft enterprise server products including Microsoft Windows Server, Microsoft SQL Server, and the Microsoft System Center Suite of products (Configuration Manager, Operations Manager, etc.).

In addition to the standard suites of software, the Microsoft Enterprise Agreement also provides access to Microsoft's new Cloud Services like Office 365, Skype for Business, SharePoint Online, and Microsoft Azure. These services allow Microsoft customers the option to migrate much of their business critical on-premise software and applications into Microsoft's "cloud" providing high-availability, a lower total cost of ownership, and flexible access to services in the event of a disaster.

Prior to the Microsoft Enterprise Agreement, the County found it extremely challenging to consistently maintain software at current version levels and determine whether Microsoft products were licensed properly. Microsoft products are the most predominant products used by all departments on all personal computers throughout the county. In addition, most of the enterprise back-end systems that support the basic operational needs of departments are run on Microsoft software in the effort to provide the best possible service to the constituents of Riverside County.

In an effort to keep software current and licensed throughout the County, a maintenance program is provided by Microsoft. The Microsoft Enterprise Agreement costs are less than what departments would normally spend upgrading all products once over a three year period. The potential for significant savings exists due to changes in Microsoft licensing policies and the possibility of price increases over the next three years, which the County will avoid by locking in prices at today's rates.

Some of the key benefits realized from this program are:

- Departments can upgrade to any licensed Microsoft product version when convenient or required.
- Licensing for the products covered by this program is much easier to track than software that is purchased a-la-carte for each product or device lifecycle. Participants merely count the qualified desktops or user and "true up" annually with any changes to the device or user counts.
- The flexibility to enroll in the program by users rather than desktops can ease license management and costs for departments and agencies whose users access multiple qualified devices including desktops, laptops, tablets, and smartphones.

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

- The EA provides a consistent year-to-year budget for Microsoft software in an effort to keep County software current, legal, and consistent.
- The EA protects the County against Microsoft price increases for the duration of the agreement.
- Software Assurance Benefits based on the size of the contract provide additional valuable services, which include 24x7 support incidents, training, and deployment assistance services for specific products.

Riverside County is in the midst of a historic consolidation in an effort to reduce the cost of IT, provide better service to our constituents, and ultimately save taxpayer dollars. The first initiative in this IT consolidation is a migration of County email services to Office 365, which is a collection of traditional, desktop software coupled with online services that allows subscribers the freedom to choose the tools that best meet specific needs. Riverside County can also add-on various products and services to ensure that we have all of the tools necessary to maximize productivity, satisfy mandated security and/or regulatory compliance, and scale to meet the needs of our customers. Technologies are also provided that protect the county against cyber terrorism attacks, spam, and access from anywhere. Office 365 will allow the County to maximize the value of information technology in our organization, while holding costs to a minimum.

Our Microsoft investment has risen over the years similar to that of other software technologies used throughout the County. The Microsoft value proposition provides standards based technologies, but also includes services that protect the County during the transition to the Internet of Things era. The Industrial Revolution of technology is occurring and soon everything in the County will be connected, from HVAC systems to door locks. New technologies like Social Listening and Data Analytics will continue to increase the need for information sharing, which in turn increases the need to build additional systems based on Microsoft software to meet the growing needs of our customers.

County departments and agencies are currently enrolled in the Microsoft Enterprise Agreement, which expires at the end of this calendar year. In Fiscal Year 2015/16 the County invested \$8,447,000 for 24,626 desktops and 23,702 users enrolled in the program. Departments may also order other Microsoft products (such as Windows Server, Visio, Project, etc.) off of this contract and receive the same discounted pricing as the core desktop software. This allows County Departments to have agreement options that best fit their departmental needs.

Impact on Residents and Businesses

Maintain administrative operations and business continuity throughout the County of Riverside. The master agreement provides maximum discounts as a result of cooperative efforts with various governmental agencies in the State of California.

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

SUPPLEMENTAL:

Additional Fiscal Information

The Microsoft Enterprise Agreement is a three year agreement set to commence on January 1, 2017 and in effect until December 31, 2019. The enrollments to this agreement will lock in pricing with no uplift cost and allows the county to amortize the cost of new licenses over the length of the agreement. The average uplift for Microsoft licensing outside of the Enterprise Agreement is three percent per year. Since the County has locked in pricing since 2012, this creates an uplift scenario from 2016 to 2017 of three percent compounded over five years for all perpetual licenses.

The projected spend for the Countywide agreement is estimated to be \$10 million per year with possible True Ups of up to \$1 million per year based on the trend over the last five years. RCIT has curbed the True Up costs by use of having one enrollment for the consolidated departments which saved the County as whole approximately \$190,000 last calendar year. Attached is a list of the projected spend per department for calendar year 2017 based on the prior year spend and license counts.

Contract History and Price Reasonableness

The County of Riverside has participated in a Microsoft Enterprise Agreement for over fifteen years as a method to control the known accelerated spend within the IT marketplace. The Purchasing Department on behalf of Riverside County IT issued a bid, Request for Quote (RFQ) #PUARC-1518, for County-wide Microsoft licenses, product and services available on Microsoft Enterprise Agreement #01E73970 to authorized Licensing Solutions Providers (LSP). The RFQ was viewed by fifty one companies and the County received bids from eight LSP's with all companies being determined as the responsive / responsible. The bid responses were based on a percentage mark-up or markdown 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. After a comprehensive evaluation of pricing, it was determined that Insight Public Sector was the lowest responsive and responsible LSP submitting a markdown percentage of -0.35%.

In addition, Purchasing and RCIT will be submitting a separate Form 11 requesting approval for participating agreements with seven of the most responsive LSP's in order to make enrollment available in EA #01E73970 for governmental entities within the State of California through these authorized resellers. This endeavor will generate revenue for RCIT in the form of a participation fee collected from these awarded LSP's each time they enroll a participating agency in EA #01E73970.

Attachments:

Attachment 1 – MS EA 2017 Projections

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

Teresa Summers

Teresa Summers, Assistant Director of Purchasing

11/2/2016

AGREEMENT

for

Enrollment in Microsoft Enterprise Agreement #01E73970

Including Licensing Solution Provider (LSP) Responsibilities

between

COUNTY OF RIVERSIDE

and

INSIGHT PUBLIC SECTOR



NOV 08 2016

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

1. Description of Services

1.1 CONTRACTOR shall provide all products, goods and services available from Microsoft Master Enterprise Agreement #01E73970 as well as the services outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for all products, goods and services available from Microsoft Master Enterprise Agreement #01E73970 as well as the services outlined and specified in Exhibit A in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed thirty three million dollars (\$33,000,000) aggregate amount including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of products, goods and

services. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the term of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) or special promotional offerings will automatically be extended to the COUNTY.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR and COUNTY shall pay the invoice within sixty (60) working days from the date of receipt of the invoice. Purchase Order will be sent to the CONTRACTOR each December before the January Anniversary Date. Payment shall be made to CONTRACTOR for annual payment on a pre-pay basis. True-ups will be added to the enrollment and a Purchase Order issued no later than the Enrollment Anniversary Date. Prepare invoices in duplicate. For this Agreement, send the original and duplicate of invoices to:

Riverside County Information Technology

Attn: Accounts Payable

3450 14th Street, Fourth Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-20800-008-12/19); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered in advance for annual payment
- c) Invoices shall be rendered in arrears for true-ups.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered as described above. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and/or the COUNTY Purchasing Agent and/or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 60 days written notice served upon the CONTRACTOR stating the extent and effective date of termination. The current Enrollment will then transfer to an authorized Licensing Solution Provider (LSP) to be determined by COUNTY and pursuant to the transfer terms set by Microsoft.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed in any manner deemed proper by COUNTY and the current Enrollment will transfer to an authorized LSP to be determined by County and pursuant to the transfer terms set by Microsoft.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 The annual payment is for Microsoft licenses and services provided under EA#01E73970 and is sent directly to Microsoft by the CONTRACTOR. This payment amount covers the Enrollment and transfers along with the Enrollment. No additional payment will be made to the CONTRACTOR and the services outlined in Exhibit B are at no additional charge.

5.5 CONTRACTOR's rights under this Agreement shall terminate upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's

unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If any Microsoft product or service included or added to the enrollment as a result of this Agreement is paid for using federal or State funds, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has prepared for COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

7.4 The requirements in section 7.2 and 7.3 do not apply to any promotional products or services offered by Microsoft through the CONTRACTOR and are related to this Agreement.

8. Inspection of Service; Quality Control/Assurance

8.1 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work

hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

13. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

14. Confidentiality

14.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

14.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

15. Administration/Contract Liaison

The COUNTY Chief Information Officer, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

- 15.1 In addition, the Microsoft Master Administrator will serve as a liaison with CONTRACTOR in connection with this Agreement:

Microsoft Master Administrator
Riverside County Information Technology
3450 14th Street, Fourth Floor
Riverside, CA 92501
Email: MasterMicrosoftAdmin@RivcoIT.org

16. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Master Microsoft Administrator
Riverside County Information Technology
3450 14th Street, Fourth Floor
Riverside, CA 92501
And
Microsoft EA Procurement Contract Specialist
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Amy Tschopp, Manager Sled Compliance
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
Email: SLEDContracts@insight.com
Phone: 630-924-6829

17. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

18. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

19. Hold Harmless/Indemnification

19.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

19.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

19.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

19.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

20. Insurance – See Exhibit E

21. General

21.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

21.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

21.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

21.4 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent products or services from other sources, when deemed by the COUNTY to be in its best interest.

21.5 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

21.6 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures as they pertain to this Agreement. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

21.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

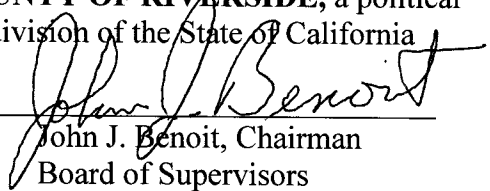
21.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

21.9 The following terms and conditions are also incorporated into this agreement:

- a) Master Microsoft Enterprise Agreement #01E73970, attached as Exhibit C
- b) All future Enterprise Enrollment documents signed by the 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

By: 
John J. Benoit, Chairman
Board of Supervisors

Dated: NOV 08 2016

INSIGHT PUBLIC SECTOR

By: 
John Carnahan
Sr. Vice President, Business Development

Dated: October 31, 2016

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

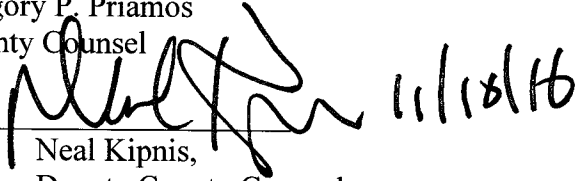
By:  11/18/16
Neal Kipnis,
Deputy County Counsel

Exhibit A Scope of Services

A1. CONTRACTOR will facilitate enrollment(s) into Microsoft Enterprise Agreement #01E73970 for the COUNTY as an authorized Licensing Solution Provider (LSP). Enrollment(s) may include current product, new product, subscriptions, Azure and all other products and services offered in the Master Microsoft Product List. Microsoft Enterprise Agreement #01E73970 and Master Microsoft Product List are incorporated as Exhibit C and D to this Agreement.

A1.1 Each Enterprise Enrollment document signed by the Purchasing Agent and/or her designee will be incorporated into this Agreement. Enrollment forms, and any subsequent amendments, will be kept on file with the RCIT Microsoft Master Administrator.

A2 CONTRACTOR will provide the following services in addition to facilitating the enrollment(s) noted in A1.

A2.1 CONTRACTOR will provide reports showing year to date annual spend according to COUNTY's specifications. Frequency will be on a quarterly basis and as requested.

A2.2 CONTRACTOR will provide reports of licenses purchased and added on to enrollment according to County's specifications. Frequency will be on a quarterly basis and as requested.

A2.3 CONTRACTOR will 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.

A2.4 CONTRACTOR will provide training to the COUNTY'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.

A2.5 CONTRACTOR will provide documentation to COUNTY 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.

A2.6 CONTRACTOR will 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.

A2.7 CONTRACTOR will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to COUNTY. 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.

Exhibit B
Payment Provisions

Item Name	Item 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 %	-0.35%
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.	Markup %	-0.35%
True-up / New Purchases / New Subscriptions not on Added at Signing Configuration	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup %	-0.35%
Azure only	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D.	Markup %	-0.35%

Exhibit E – Insurance Requirements:

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.