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

ITEM: 3.42
(ID # 17857)
MEETING DATE:
Tuesday, December 14, 2021

FROM :   RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve Work Order No. 3 to Master Service Agreement No. U8808045 for the Active Directory Synchronization Service (ADSS) with Microsoft Corporation without seeking competitive bid for a total aggregate amount of $230,000 from January 1, 2022 through December 31, 2024; All Districts [Total Aggregate Cost $230,000, additional compensation not to exceed $23,000 for future purchases – General Fund - 47%, RCIT Budget - 37%, Enterprise Fund – 16%]

RECOMMENDED MOTION: That the Board of Supervisors:
1. Approve Work Order No. 3 to Master Service Agreement No. U8808045 for the Active Directory Synchronization Service (ADSS) with Microsoft Corporation without seeking competitive bid for a total aggregate amount of $230,000 from January 1, 2022 through December 31, 2024;

ACTION:Policy

Jim Smith, Chief Information Officer   11/29/2021

Dennis Vrooman, Assistant Sheriff   11/30/2021

Douglas Cady, Assistant Assessor County Clerk Recorder   11/30/2021

Jennifer Cruikshank, Chief Executive Officer – Health System   12/2/2021

Jared Haringsma   12/3/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Perez and Hewitt
Nays:	None
Absent:	None
Date:	December 14, 2021
xc:	RCIT

Kecia R. Harper
Clerk of the Board
By:
Deputy

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Chairperson of the Board to sign three (3) copies of Work Order No. 3 with Microsoft Corporation, on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreement to the Information Technology Department for distribution; and

3. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that stay within the intent of the agreement and Work Order No. 3, increase the compensation not to exceed $23,000 for the period of performance of Work Order No 3.

FINANCIAL DATA	Current Fiscal Years	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 80,000	$ 60,000	$ 230,000	$ 0
NET COUNTY COST	$ 18,000	$ 36,000	$ 108,000	$ 0
SOURCE OF FUNDS: General Fund - 47%, RCIT Budget - 37%, Enterprise Fund – 16%			**Budget Adjustment:** No	
			For Fiscal Year: 21/22-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is to approve Work Order No. 3 to Master Service Agreement No. U8808045 for the Active Directory Synchronization Service (ADSS) with Microsoft Corporation for a total aggregate amount of $230,000 from January 1, 2022 through December 31, 2024.

RCIT requested a new work order under the same agreement with Microsoft for ADSS which is a Microsoft Azure–based Windows Active Directory and Azure Active Directory tenant synchronization service for the transition and integration of Windows Active Directory, Azure Active Directory, and related collaboration services.

Microsoft ADSS will be configured to support the synchronization of objects from source Active Directories or Azure Active Directory tenants to target Windows Active Directory services or Azure Active Directory tenants. Microsoft ADSS will improve access and sharing of information across Microsoft platforms between the various county agencies that subscribe to Microsoft applications outside of the tenant managed by RCIT. This includes District Attorney, RUHS, ACR, and Sheriff all of which host their own Microsoft Azure tenants and have agreed to share the cost.

For the past decade, RCIT has synchronized user identities into the Enterprise Domain (RIVCOCA.org) using a service that would sync data from each department on premise domain Active Directories. With the changing technologies and the need for non-RCIT managed departments to collaborate using business services such as Teams, SharePoint, Power BI and

other Enterprise Applications, a rework of the current architecture is necessary. With ADSS, RCIT will be able to support a true Business to Business solution that will allow for enhanced collaboration and the sharing of data. The current Microsoft Identity Management or MIM architecture is slowly being depreciated at Microsoft and is not able to support an Azure centric environment.

Microsoft Support Services are composed of a comprehensive support solution that helps reduce costs, enhance productivity, and use technology throughout the IT lifecycle. Microsoft offers direct, expedient and unique access to Microsoft product development teams, software developers and source code for current and future products enabling (a) specialized insight into the architecture of current solutions that can facilitate smooth migrations to existing and future unreleased products/versions; (b) quick and comprehensive resolution of product support, trouble-shooting and hot-fix type issues; and (c) immediate and focused technology feedback link between RCIT and the Microsoft product development teams to help shape the direction, features and functionality of future products.

Impact on Residents and Businesses
There is no negative impact on citizens or business in the County.

Additional Fiscal Information
Microsoft Active Directory Synchronization Service (ADSS) costs per department:

Fiscal Year	ACR	D.A.	RCIT	RUHS	Sheriff	Total
Source of Funds	General	General	RCIT	Enterprise	General	
FY 21/22	$6,000	$6,000	$56,000	$6,000	$6,000	$80,000
FY 22/23	$12,000	$12,000	$12,000	$12,000	$12,000	$60,000
FY 23/24	$12,000	$12,000	$12,000	$12,000	$12,000	$60,000
FY 24/25	$6,000	$6,000	$6,000	$6,000	$6,000	$30,000
Grand Total	$36,000	$36,000	$86,000	$36,000	$36,000	$230,000

Contract History and Price Reasonableness
On January 13, 2009 (Board item 3.26), the Board of Supervisors approved a Master Service Agreement No. MSA48219962 with Microsoft in the annual amount of $600,000 through January 2013 for consulting services to help the County design, implement, and deploy Microsoft technologies and solutions. On March 8, 2016 (Board item 3.14), the Board of Supervisors approved a Master Agreement No. U8808045 that superseded and replaced Master Agreement No. MSA48219962 and approved additional funding to cover future projects for RCIT through FY 14/15 with the option to renew for one year through FY16/17 in the amount of $1.2 million.

Master Agreement No. U8808045 was executed by both parties on March 22, 2016 and is still in effect. Two work orders were executed on March 24, 2016 to provide services for the Active Directory Migration project and July 7, 2016 to provide project management services related to the Cloud Vantage Services Managed Deployment project.
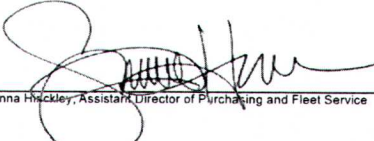
RCIT requested a new work order under Master Agreement No. U8808045 with Microsoft for Active Directory Synchronization Service (ADSS). RCIT determined Microsoft ADSS as the best solution to improve access and sharing of information across county employees in departments that are not part of RIVCOCA such as District Attorney, Sheriff, ACR, and RUHS.

Microsoft Corporation has been approved by the Technology Standard and Oversight Committee (TSOC) as County's technology standards for software and subscription-based products. The Active Directory Synchronization Service (ADSS) is a unique consulting service that can be performed by Microsoft. By purchasing the service directly from Microsoft, it will reduce costs, enhance productivity, and offer a unique and direct access to Microsoft teams and software developer. This will also provide a specialized understanding of the solution and can facilitate smooth migrations to existing and future products/versions.

Microsoft has offered a one-time unit pricing of $10,000 per directory and $5,000 per month for support. The County is receiving a U.S. Public Sector Microsoft uniform pricing which is lower than the commercial and private sector rates.

Attachments:
1. Microsoft Enterprise Services Work Order No. 3

Suzanna Hinckley, Assistant Director of Purchasing and Fleet Service   12/3/2021

Venus Brambila, Deputy Director - Administration   12/7/2021

Gregory P. Priamos, Director County Counsel   12/6/2021

Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued $5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding $50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than $50,000 require additional Board of Supervisors approval.

Supplier Details

Vendor   Microsoft Corporation

Fulfillment Address   CCorp - Services: (preferred)
                      PO Box 840304
                      Dallas, Texas 75284-0304 United
                      States

Vendor Phone   +1 425-936-8980

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. ✓

Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested <u>and</u> received approval for a sole/single source request for this vendor for your department?

Yes

If selected "yes", please provide the approved SSJ# below

SSJ#   16-469

If selected "yes", was the request approved for a different project?

Yes

Purchase Details

1. Supply/Service being requested:

Microsoft Azure–based Windows Active Directory and Azure Active Directory tenant synchronization service for the transition and integration of Windows Active Directory, Azure Active Directory, and related collaboration services and; Microsoft Active Directory Synchronization Service (ADSS) Support Services

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Microsoft Support Services are comprised of a comprehensive support solution that helps reduce costs, enhance productivity, and use technology throughout the IT lifecycle. They offer direct, expedient and unique access to Microsoft product development teams, software developers and source code for current and future products enabling (a) specialized insight into the architecture of current solutions that can facilitate smooth migrations to existing

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

FY 21/22 Jan. 01, 2022 - June 30, 2022
ACR ADSS Support: $6,000

and future unreleased products/versions; (b) quick and comprehensive resolution of product support, trouble-shooting and hot-fix type issues; and (c) immediate and focused technology feedback link between RCIT and the Microsoft product development teams to help shape the direction, features and functionality of future products.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

Active Directory Synchronization Services (ADSS) will improve access and sharing of information across MS M365 platform between the various county agencies that subscribe to M365 outside of the tenant managed by RCIT. This includes District Attorney, RUHS, ACR, and Sheriff all of which host their own tenant.

4. Period of Performance From: 1/1/2022

Period of Performance To: 12/31/2024

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

RCIT requested a new work order under the master agreement no U8808045 with Microsoft for Active Directory Synchronization Service (ADSS). RCIT determined Microsoft ADSS as the best solution to improve access and sharing of information across county employees in departments that are not part of RIVCOCA such as; DA, Sheriff, ACR, and RUHS.

Microsoft Corporation has been approved by the Technology Standard and Oversight Committee (TSOC) as County's technology standards for software and subscription-based products. The Active Directory Synchronization Service (ADSS) is a unique consulting service that can be performed by Microsoft. Purchasing the service directly from Microsoft will help reduce costs, enhance productivity, and offer a unique and direct access to Microsoft teams and software developer. This will also provide a specialized understanding of the solution and can facilitate smooth migrations to existing and future products/versions.

Microsoft has offered a one-time unit pricing of $10,000 per directory and $5,000 per month for support. The County is receiving U.S. Public sector Microsoft uniform pricing which is lower than the commercial and private sector rates.

Projected Board of Supervisor 12/14/2021
Date (if applicable):

Commodity Code   92045

D.A. ADSS Support: $6,000
RUHS ADSS Support: $6,000
Sheriff ADSS Support: $6,000
RCIT ADSS Support: $6,000
RCIT ADSS One-Time Synchronization: $50,000
FY 21/22 Total: $80,000

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
ACR ADSS Support	6,000.00
D.A. ADSS Support	6,000.00
RUHS ADSS Support	6,000.00
Sheriff ADSS Support	6,000.00
RCIT ADSS One-Time Synchronization & ADSS Support	56,000.00

Enter all additional FY costs in the table below . Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 $200

FY		
FY	22/23	$60,000
FY	23/24	$60,000
FY	24/25	$30,000
FY		
FY		

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Additional compensation not to exceed $23,000 for future purchases.

Current Year Cost Total: **80,000.00**

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

> Additional supporting documentation includes:
> - Previously approved SSJ's
> - other
>
> For all other requests, attach the vendor's cost proposal

Internal Attachments

	Purchasing Approval			
	Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval.	Suzanna Hinckley	12/13/2021		

Total   80,000.00

Microsoft Enterprise Services Work Order No. 3

Work Order Number	T002216-348521-427848
(Microsoft Affiliate to complete)	

This Work Order consists of the terms and conditions below, and the provisions of the Master Services Agreement between the parties, #U8808045, effective March 22, 2016 (the "Agreement") and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

This work order may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Work order agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Work order. The parties further agree that the electronic signatures of the parties included in this work order are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

DEC 1 4 2021 3.42

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: _Karen S. Spiegel_

Karen Spiegel
Chairperson, Board of Supervisors

Dated: DEC 1 4 2021

MICROSOFT CORPORATION, a Washington corporation authorized to conduct business in the State of California

By: _Shelton Sunday (Nov 18, 2021 14:51 PST)_

Name: Shelton Sunday

Title: Principal Delivery Executive

Dated: Nov 18, 2021

ATTEST:
Kecia Harper
Clerk of the board
By: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____

Kristine Bell-Valdez
Supervising Deputy County Counsel

Dated: 11/29/2021

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Does Customer issue or require a Customer purchase order for the payment of Microsoft Services?

☒ **Yes or** ☐ **No**

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information		
Name of Customer County of Riverside		Contact Name Gilbert Mejia
Street Address 3450 14th St.		Contact E-Mail Address GMejia@rivco.org
City Riverside	State/Province CA	Phone 951-955-9799
Country USA	Postal Code 92501	Fax

1. Consulting Services and Fees.

1.1.   Term.

The Active Directory Synchronization Service (ADSS) will be effective from January 1, 2022 through December 31, 2024.

1.2. Description of Services.

Any dates provided for consulting services are estimates only. The following services will be provided.

Active Directory Synchronization Service (ADSS) is a Microsoft Azure–based Windows Active Directory and Azure Active Directory tenant synchronization service for the transition and integration of Windows Active Directory, Azure Active Directory, and related email services. ADSS will be configured to support the synchronization of objects from source Active Directories or Azure Active Directory tenants to target Windows Active Directory services or Azure Active Directory tenants.

The following table describes technical capabilities available with either Windows Active Directory domain synchronization or Azure Active Directory tenant synchronization:

Object Type	Active Directory Domain Sync	Azure AD Tenant Sync
User Sync	Available	Sync users as Users or Contacts
Contact Sync	Available	Available
Group Sync	Available	Sync Groups as Contacts or Groups
Group Membership Sync	Available	Available
Office 365 Groups Sync	Not Available	Not available
Device Sync	Workstations Only	Not available
Unidirectional Password Sync	Available	Not available

The ADSS components include optional capabilities that can be turned off as necessary to meet deployment requirements. The following components and service definitions describe the range of ADSS components and typical actions.

Service Definitions

Component	Description
Source Domain or Directory	The customer-specified source directory that is to be synchronized from
Target Domain	The customer-specified target directory that is to be synchronized to
Directories	The total number of source and target directories (Windows AD or Azure AD) involved in the synchronization configuration
UAT	This refers to user acceptance testing (UAT) of a solution
Pilot	The pilot is a complete functional solution that is implemented in the production environment. It is expected to have full

	functionality. The purpose of a pilot is to verify that the solution will perform in production as specified.
	Microsoft engineering staff will configure the ADSS solution within Azure and will assist the customer staff as it configures on-premises directories or Azure AD tenants for integration with the ADSS solution. The first use of this production implementation will be considered the pilot. It is this implementation that the customer will use to perform the UAT. The scope of the pilot includes:
	• Configuration of ADSS
	• Configuration of customer on-premises Windows AD or Azure AD tenant instances for interfacing with ADSS
	• Configuration of the synchronization of user, group, and contact accounts to the target Active Directory service
	• Configuration of the synchronization of contacts, groups and group memberships between Azure AD tenants
	• Configuration of the password hash export and synchronization service from the source domain or domains to the target domain or domains
Synchronization Services	These are services that facilitate the synchronizations of users, groups, contact objects, and password hashes.
Monthly Service and Support	This includes:
	• ADSS setup and configuration.
	• Service support until ADSS is complete.
	• Updates that will be made to ADSS when feature or processing logic that was working during solution acceptance testing has ceased to function or no longer functions as baselined in the current production release.
	For support, the following will apply:
	• A limit of 8 hours of daily support Monday through Friday excluding US holidays.
	• Up to 40 hours support a week.
Incident	An incident is any event that is not part of the standard operation of the ADSS and that causes, or can cause, an interruption to, or a reduction in the quality of that service.

Any service that is not listed as in scope in this section is out of scope for this project.

A. Approach

Before the engagement begins, we will help you understand the tasks you need to complete to ready your environment for ADSS. After you complete those tasks and establish a connection to the ADSS service, we will work with you to configure the environment. You will then progress through UAT before ADSS will be production ready as described in the Acceptance section below.

Activities	
Microsoft activities	- Connect the ADSS service to the customer network. - Establish an Internet Protocol security (IPSec) virtual private network (VPN) or ExpressRoute connection - Validate connectivity and service access - Azure AD tenant sync does not utilize VPN or ExpressRoute connectivity to the customer network - Define and document synchronization configuration items - Lead design workshops to define synchronization parameters - Perform data analysis using Windows Active Directory or Azure Active Directory data extracts - Publish a configuration workbook that defines all configuration parameters - Configure ADSS production services - Configure Windows Active Directory or Azure Active Directory object synchronization - Configure a one-way Windows Active Directory password hash export/import - Perform ADSS operations and incident support for production synchronization - Conduct synchronization service operations - Conduct unidirectional password export service operations
Customer activities and responsibilities	- Connect to the synchronization service (ADSS). - Establish VPN or ExpressRoute connection to the ADSS service - Supply Windows Active Directory accounts to facilitate the reading and writing of directory objects and attributes between the source and target domains - Supply computer accounts in the target Windows Active Directory for the password export service - Prepare or confirm network infrastructure, including: - A fully routed IP network - A fully resolvable Domain Name Service namespace - Port and protocols that are implemented for Windows networking and authentication services - A bidirectional trust relationship between source and target domains if one-way password export will be configured - For Azure Active Directory Tenant Synchronization:

- o Supply Application IDs for each tenant
- o Supply Azure AD accounts to enable the reading and writing of Azure AD objects and attributes between source and target tenants
- o Azure AD Tenant Synchronization does not utilize connectivity to the customer network

B. Service Governance

The governance structure and processes the team will adhere to for the project are described in the following sections.

1. Acceptance

Acceptance Process

Microsoft will perform the necessary configurations to support User Acceptance Testing (UAT) of the production directories. We will work with your pilot coordinators to align close support during the early synchronization tests.

- UAT Phase 1 functional testing will begin with a scope of Windows Active Directory objects or Azure Active Directory Tenant objects selected by you to demonstrate base synchronization operations.
- UAT Phase 2 will begin immediately after a successful UAT Phase 1, allowing complete synchronization of all configured objects to further validate the synchronization process.

Service Acceptance

The ADSS components will be consumption fee-eligible in the month in which each of the services reaches the implementation state as defined in the following bullet points:

- Windows Active Directory Synchronization: objects from the source Windows Active Directory service or services are created or joined to existing objects in the target Windows Active Directory service or services and can include users, groups, group members, contacts, and one-way password hash export.
- Azure Active Directory Tenant Synchronization: objects from the source tenant are created in the target Azure Active Directory Tenant and can include contacts users, groups, and group members as contacts.

C. Project Assumptions

The project scope, Services, fees, timeline, and our detailed Solution are based on the information provided by the Customer to date. During the project, the information and assumptions in this document will be validated, and if a material difference is present, this could

result in Microsoft initiating a change request to cover additional work In addition, the following assumptions have been made:

- Work day:
  - o The standard work day for the Microsoft project team is between 8 AM and 5 PM PST, Monday through Friday.
- Standard holidays:
  - o Observance of consultants' country-of-residence holidays is assumed and has been factored into the project.
- Remote working:
  - o All Microsoft Services will be delivered by remote resources.
- Language:
  - o All project communications and documentation will be in English. Local language support and translations will be provided by the Customer.
- Staffing:
  - o If necessary, Microsoft will make staffing changes. These can include, but are not limited to, the number of resources, individuals, and project roles.
- Informal knowledge transfer:
  - o Customer staff members who work alongside Microsoft staff will be provided with information knowledge transfer throughout the project. No formal training materials will be developed or delivered as part of this informal knowledge transfer.

D. Timeline and Project Completion
Because ADSS is an ongoing service, a timeline is not applicable.

The project is complete when the Customer no longer requires the Service, or otherwise cancels the Service.

E. Service roles and responsibilities
Project roles and responsibilities are as follows.

Customer

Role	Responsibilities
Project sponsor	Make key project decisions, assist in escalating unresolved problems, and clear project roadblocks.
Project manager	Serve as primary point of contact for the Microsoft team, take responsibility for managing, and coordinate your resources and the project.
Technical lead	Serve as primary technical point of contact for the team that is responsible for technical architecture and input on configuration of the sync service.
Network SME	Connect to the Service when synchronization with on-premises Active Directory domains is required.

Role	Responsibilities
Active Directory Domain admin or Azure Active Directory admin	Take responsibility for configuration of the source and target Azure and/or Active Directory environments. These individuals will also be available for any Azure or Active Directory related problems or adjustments that might be required due to unique configurations.

Microsoft

Role	Responsibilities
Deployment Lead	Manage and coordinate the overall Microsoft project. Serve as a single point of contact for escalations, billing questions, personnel matters, and contract extensions.
Microsoft ADSS Identity Lead	Perform the work specified in the Service definitions section of this SOW.

F. Customer responsibilities and project assumptions

Project roles and responsibilities are as follows.

In addition to Customer activities defined in Section 1.2 E, above, the Customer is also required to:

- Provide information:
  - This includes accurate, timely (within three business days or as mutually agreed-upon), and complete information.
- Provide access to people and resources.
  - This includes access to knowledgeable Customer personnel, including business user representatives, and access to funding if additional budget is needed to deliver project scope.
- Provide access to systems.
  - This includes access to all necessary Customer networks and systems
- Manage non-Microsoft resources.
  - The Customer will assume responsibility for the management of all Customer personnel and vendors who are not managed by Microsoft.
- Manage external dependencies.
- The Customer will facilitate any interactions with related projects or programs in order to manage external project dependencies.

1.3.   Consulting Services Fees.

The following represents the fee schedule for ADSS. All fees are fixed and listed in US dollars.

Tier	Unit	Fee (Per Unit)	Estimated Units
Tier 1	1 to 10 Directories (One-time fee per Directory)	$10,000	5
	Monthly Service and Support	$5,000 (per month)	36 (months)

Total expected work order value: **$230,000**.

Consumption fees are payable, according to the following schedule, upon acceptance of this Work Order. You will be invoiced based on the following schedule:

Timing	Invoice Amount
Tier 1 - Monthly 1-10 Directories	**The invoice amount equals:** **Monthly Service and Support fee ($5,000)** **plus** **the number of fee-eligible Directory units in a monthly period times $10,000.**

- A Monthly Service and Support fee is charged on a monthly basis and is not prorated for partial months. At the discretion of the Microsoft deployment manager, allowances can be made to accommodate minor extensions for project start or finish without incurring an additional monthly fee.
- A monthly invoice will be sent that includes Monthly Service and Support fees and fee-eligible ADSS units (as defined in the Acceptance process) that were accrued in the previous month.

For a given month, if there are no fee-eligible Directory units, you will be charged the Monthly Service and Support fee as specified in the above table.

1.4. Changes to the Work Order

Term Work Order Termination

Termination.

Either party may terminate this Work Order if the other party is in material breach or default of any obligation that is not cured within thirty (30) days' written notice of such breach or default.

Termination for Convenience.

Customer may terminate this Work Order without cause upon thirty (30) days' written notice served upon Microsoft stating the extent and effective date of termination, in which case Customer will be obligated to pay any and all outstanding ADSS fees (monthly service and support plus actual directory units) accrued up to the end of the calendar month of cancellation.

Effect of Termination.

In case of termination for convenience, Customer will pay Microsoft any and all outstanding ADSS fees (Monthly Service and Support fees plus actual Directory units) accrued up to the end of the calendar month of cancellation.

2. Use, ownership, rights, and restrictions.

2.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (http://www.microsoft.com/licensing/contracts or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

2.2. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to

address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

2.3. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

2.4. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

2.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

2.6. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product

separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

2.7. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

3. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at https://aka.ms/ProfessionalServicesDPA is incorporated herein by this reference.

4. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name Armine Mikayelyan
Contact E-Mail Address   armikaye@microsoft.com

Riverside ADSS ESWO 11182021 RFS

Final Audit Report   2021-11-18

Created:	2021-11-18
By:	Dave Schwartz (davsch@microsoft.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWd-useuzJVmv7u--u4ll1yTJjkCgDZLV

"Riverside ADSS ESWO 11182021 RFS" History

Document created by Dave Schwartz (davsch@microsoft.com)
2021-11-18 - 10:29:54 PM GMT- IP address: 136.27.76.91

Document emailed to Shelton Sunday (sheltons@microsoft.com) for signature
2021-11-18 - 10:31:16 PM GMT

Email viewed by Shelton Sunday (sheltons@microsoft.com)
2021-11-18 - 10:34:25 PM GMT- IP address: 104.47.53.254

Document e-signed by Shelton Sunday (sheltons@microsoft.com)
Signature Date: 2021-11-18 - 10:51:20 PM GMT - Time Source: server- IP address: 75.51.241.95

Agreement completed.
2021-11-18 - 10:51:20 PM GMT