

California Department of General Services -  
SCA-15-0013B

December 18, 2015

Ms. Jascha Beck Walter  
Software One, Inc.  
20875 Crossroads Circle, Suite 1  
Waukesha WI 53186

Dear Ms. Walter:

The state is pleased to accept your offer to establish a Software Cooperative Agreement (SCA) contract. Your SCA number is **SCA-15-70-0013B**. This contract number must be shown on every invoice you issue to a state government agency customer. Ordering agencies may purchase their software products and/or software maintenance from your SCA contract during the term of the **County of Riverside #PUARC-1200**.


This acceptance letter and the attached SCA contract are considered to be the contract. Upon request, it is the responsibility of your organization to furnish copies of the SCA contract to state government agencies.

The SCA Program strongly recommends that state government agencies place orders with suppliers who provide ALL of the contract elements.

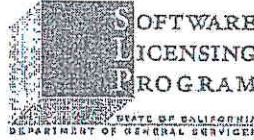
This letter shall not be construed as a commitment to purchase any or all software products and/or software maintenance from your firm.

Approval is required from the state for all news releases about the SCA contract. Also, it is not acceptable to include products or services on the SCA contract which are not approved on the Software License Agreement.

Sincerely,

  
Steven B. Lower  
SLP Program Manager  
916-375-4539  
[steve.lower@dgs.ca.gov](mailto:steve.lower@dgs.ca.gov)

State of California  
**SOFTWARE COOPERATIVE AGREEMENT (SCA)**



Contractor: Software One, Inc.  
Contract Number: SCA-15-70-0013B  
SCA Contract Term: 01/01/2016 through 12/31/2016  
Contract Base: County of Riverside RFQ #PUARC-1200  
Microsoft Master Agreement Number 01E73134

**This contract is available for use by State of California departments only.**

State Agencies which initiated enrollments, parented under **Microsoft Enterprise Agreements 01E69633**, through a Software Cooperative Agreement (SCA) that has now expired, may True-Up or procure Supplemental Licenses, Software Assurance, and Subscriptions, as an addition to their active enrollments, by referencing the SCA currently active at the time of purchase of these additional items.

Products, added to the enrollments when initially signed by the customer, are price protected (fixed prices throughout an enrollment period) by the Agency's agreement with their Large Account Reseller (LAR), and should therefore be purchased at the original fixed price.

The SCA Contractor is required to provide all SCA contract terms and conditions with the list of products, services and prices.

The most current ordering instructions and terms and conditions are included herein. If there are future changes to the ordering instructions and/or terms and conditions, these changes will be incorporated by an amendment to this contract.

Contractor non-compliance with the requirements of this contract may result in contract termination.

**By signing below, Contractor agrees to the Microsoft Enterprise Agreement Amendment ID CTX-000-dmills-s-1145 dated November 17, 2015, and all other provisions included herein.**

For State of CA:

*Jim Butler*  
Jim Butler  
Deputy Director  
Procurement Division  
Department of General Services

*December 18, 2015*  
Date

For Contractor:

*Jascha Beck Walter*  
Signature

*Jascha Beck Walter*  
Printed Name  
*Legal Counsel*  
Printed Title  
*Software One, Inc*  
Company Name  
*12/8/2015*  
Date

*CS*

## SOFTWARE COOPERATIVE AGREEMENT (SCA)

Software One, Inc.

SCA-15-70-0013B

### OFFICE 365 PURCHASES

When procuring Office 365 products/services, State departments should conduct an analysis and use their own due diligence to determine if Office 365 is the most cost effective solution that meets their business needs and security requirements. In addition, state departments should not issue a Request for Offer (RFO) or enter into an agreement with a Microsoft SCA Contractor prior to reading the SCA User Instructions and the following Microsoft Office 365 Cloud/SaaS provisions.

### AVAILABLE PRODUCTS AND/OR SERVICES

This contract provides for the purchase and warranty of software and software maintenance and technical support.

### CONSULTING, IMPLEMENTATION, APPLICATION CONFIGURATION, TRAINING, AND INSTALLATION SERVICES ARE NOT AVAILABLE UNDER THIS CONTRACT

Only products from the manufacturer listed below are available within the scope of this contract:

- Microsoft

### OFFICE 365 PRODUCTS

Contractors may only offer Microsoft Office 365 Cloud Services with the following restrictions as noted below.

### PRODUCTS/SERVICES NOT ALLOWED

1. Microsoft Dynamics CRM Online Services
2. Microsoft Azure Services
3. Microsoft Intune Services

### SCA BENEFITS

Under this Microsoft Enterprise License Agreement (MELA), you may qualify for free online E-Learning courses, training vouchers and other benefits. When accessing your account at the Microsoft Volume Licensing Service Center, be sure to check what benefits you are entitled to. If you need assistance, please contact your Microsoft Large Account reseller (LAR).

### SCA BASE CONTRACT

This SCA is based on Software One, Inc.'s contract number RIVCO-20800-002-12/16, and is based on the products and/or services and prices from the County of Riverside Microsoft Enterprise License Agreement (MELA) #RFQ#PUARC-1200 that has a term of 01/01/2016 through 12/31/2016.

### CONTRACTOR PROVIDES COPY OF SCA CONTRACT AND ANY AMENDMENTS TO ORDERING AGENCIES

The Contractor is required to provide ordering departments a copy of the entire SCA contract that consists of the following:

- SCA contract signed and dated by both the DGS and contractor
- SCA contract terms and conditions including General Provisions and Information Technology, Software Special Provisions.
- Std. 204 Payee Data Record.
- Products and price list.
- Amendments to the SCA, if applicable.

### CONTRACT PRICES

Contract prices for products and/or services are maximums. The ordering department is encouraged to negotiate lower prices.

### PRODUCT AND PRICING CHANGES AND/OR UPDATES ARE NOT AUTHORIZED UNTIL REVIEWED AND APPROVED BY DGS PROCUREMENT DIVISION MASTER AGREEMENTS UNIT.

Said documents are to be sent to the Department of General Services (DGS) Procurement Division, Master Agreements Unit, 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605-2811, Attention Steve Lower.

### CONTRACTOR QUARTERLY REPORTS

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, Master Agreements Unit, 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605-2811, Attention: Steve Lower. Any report that does not follow the required format or that excludes information will be deemed incomplete and returned to the contractor.

New contracts for contractors with existing SCA contracts, and extensions or renewals of such contracts, will only be considered or approved if the Contractor has submitted all required quarterly reports due. Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. A report is required even when there is no activity.

The report must include the agency name, purchase order number, purchase order date, agency billing code, pre-tax total order cost, agency contact name, address and phone number, and total dollars for the quarter.

Tax is NOT to be included in the quarterly report, even if the agency includes tax on the purchase order.

## SOFTWARE COOPERATIVE AGREEMENT (SCA)

Software One, Inc.

SCA-15-70-0013B

A sample quarterly report indicating the required format and information is attached for reference. See Attachment A.

### CONTRACTOR INVOICES

Unless otherwise stipulated, the Contractor must send their invoices to the department address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following at a minimum:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total
- 

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the SCA contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

### CONTRACTOR OWNERSHIP INFORMATION

Software One, Inc., is a large business enterprise.

### AGENCY NON-COMPLIANCE

The ordering agency's non-compliance with the requirements of this contract may result in the loss of delegated purchasing authority for use of the SCA.

AGENCIES ARE TO REQUEST A COPY OF ALL CONTRACT TERMS AND CONDITIONS FROM THE CONTRACTOR, IF NOT PROVIDED INITIALLY.

### ISSUE PURCHASE ORDER TO:

Orders may be mailed to the following address, or faxed to : 800-366-9994

Software One, Inc.  
20875 Crossroads Circle, Suite 1  
Waukesha WI 53186  
Attn: Aaron Liggitt

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: 916-735-3942  
E-mail: [Aaron.liggitt@softwareone.com](mailto:Aaron.liggitt@softwareone.com)

### SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination.

### DELIVERY

30 days after receipt of order, or as negotiated between agency and Contractor and included in the purchase order.

### CONTRACTOR RESPONSE TO RFO

When responding to a Request For Offer (RFO) under this contract, contractor must provide pricing for both the initial purchase and possible subsequent True-Ups, for each year purchased. In addition, contractor must provide a margin above contractor's cost from Microsoft (represented as a percentage) which will not be

exceeded in the event that additional products, not added at signing are added to the enrollment after the enrollment has commenced.

### NO MAXIMUM ORDER LIMIT

There is no maximum order limit under this SCA.

Purchases under this SCA are subject to the following requirements:

- State agencies must solicit a minimum of 3 SCA contractors (initial purchase only).
- If less than 3 offers received, State agencies must document their files with the reasons why the other suppliers solicited did not respond with an offer.
- For SCA transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.
  - Assess the offers received using best value methodology, with cost as one of the criteria.

After establishing a Microsoft Enterprise Agreement enrollment with one of the SCA approved Microsoft Large Account Resellers (LAR), state agencies may choose to make all future: annual payments, true-ups and 'additional product' purchases from that LAR without obtaining additional quotes from approved SCA LAR's, for the term of the enrollment. However, the LAR's initial response must identify: annual payments, true-up costs, and the mark-up above NET of any 'additional products' added to the enrollment.

If an agency decides that a change of LAR would be beneficial, this can be achieved. The change of LAR (known officially as a "Change of Channel Partner"), changes all future payments from one LAR to another LAR, including: any outstanding annual payments, true-ups, and 'additional product' purchases. The new LAR will be responsible for assisting your agency during the annual true-up reporting process, advising the agency on Software Assurance benefits, downloads, Volume

# SOFTWARE COOPERATIVE AGREEMENT (SCA)

Software One, Inc.

SCA-15-70-0013B

License Keys, etc. NOTE: Make sure that the new LAR is willing to accept the payment structure established by the initial LAR, unless the agency is willing to increase their 'annual payment' to satisfy the new LAR's desired payment structure.

A "Change of Channel Partner" must be completed at least 90 days prior to the agency's individual Microsoft EA enrollment anniversary date. The Anniversary date falls annually, after the enrollment start date. The "Change of Channel Partner" document can be obtained from the new LAR and when completed should be submitted to the new LAR. The new LAR will submit the document to Microsoft.

NOTE: When choosing a LAR, agencies should use their own due diligence to insure that the prices for all products are the most cost efficient solution.

## MINIMUM ORDER LIMITATION

There is a minimum order of 25 desktop licenses per purchase.

## ORDERING PROCEDURES

### 1. Order Form

State departments shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services available on this contract.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: <http://www.osp.dgs.ca.gov/pdf/std065.pdf>

### 2. Purchase Orders

The ordering agency is required to forward a copy of each purchase order to the Department of General Services (DGS), Procurement Division, Business Management Section, Data Capture unit, 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605-2811.

The department is required to complete and distribute the order.

The cost for each line item is to be included in the order, not just totals.

The contractor must immediately reject orders that are not accurate or contrary to this contract.

### 3. Purchase Order Amendments

Purchase order amendments may be issued throughout an enrollment period (after SCA expires) for true-ups and additional products, only when all Large Account Resellers (LAR's) responses to the initial RFO identifies: annual payments, true-up costs and the mark-up above NET of any additional products.

## PRODUCTIVE USE REQUIREMENTS

Each software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the Contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for software operation prior to approval of the replacement item on the SCA.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems,

data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

**Category 2 - Non-Critical Software:** Information technology equipment is defined in SAM Section 4819.2.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	6 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

## APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies and guidelines are applicable. THE USE OF THE SCA DOES NOT REDUCE OR RELIEVE STATE DEPARTMENTS OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into the SCA contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique state processes has been included.

**SOFTWARE COOPERATIVE AGREEMENT (SCA)**  
**Software One, Inc.**  
**SCA-15-70-0013B**

**STATEWIDE PROCUREMENT REQUIREMENTS**

Departments must carefully review and adhere to the following Procurement Requirements, such as:

- SAM Section 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Departments are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each
- Orders over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the SCA contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.
- Annual small business and disabled veteran reports.

**ETHNICITY/RACE/GENDER REPORTING REQUIREMENT**

Effective July 1, 2002, in accordance with Public Contract Code 10116, state departments are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Departments are responsible for developing their own guidelines and forms for collecting and reporting this information. Contractor participation is voluntary.

**PAYMENTS AND INVOICES**

**1. DGS Administrative Fee**

The Department of General Services (DGS) will bill each State agency directly the current administrative fee, maximum \$35,000 per purchase order. The administrative fee is NOT be included in the order total, nor remitted before an invoice is received from DGS. See DGS Price Book at [www.dgs.ca.gov/publications](http://www.dgs.ca.gov/publications) (click on DGS Price Book) for current fees.

**2. Advance Payments**

Software maintenance and license fees, which are considered a subscription, may be paid in advance (annually only) if a provision addressing payment in advance is included in the purchase order.

**Example:** If you purchase three (3) years of software maintenance, you cannot pay for the whole three years in advance. You may pay in advance for the first year only and you will be invoiced on an annual basis for the remaining two years.

**3. Credit Card**

Software One, Inc. does not accept the State of California credit card (CAL-Card).

**FEDERAL DEBARMENT**

When federal funds are being expended, the department is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**AMERICANS WITH DISABILITY ACT (ADA)**  
(See Attachment B)

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, Master Agreements Unit  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

Phone # 916/375-4539 or 916/375-4365  
Fax # 916/375-4663





**ATTACHMENT A**  
**SCA QUARTERLY BUSINESS ACTIVITY REPORT**

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**Instructions for completing the SCA Quarterly Business Activity Report.**

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales** - Separately identify the total State dollars (pre-tax) for all orders placed in quarter.
11. **Grand Total** - Identify the total of all State dollars reported for the quarter.

**Notes:**

- A report is required for each SLP contract each quarter even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

## ATTACHMENT B

### ADA NOTICE

Procurement Division (State Department of General Services) AMERICANS  
WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891  
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:


Voice: 1-800-735-2922 or 1-888-877-5379  
TTY: 1-800-735-2929 or 1-888-877-5378  
Speech-to-Speech: 1-800-854-7784



## SOFTWARE LICENSING PROGRAM SPECIAL USER INSTRUCTIONS FOR MICROSOFT OFFICE 365 ONLY

ISSUE AND EFFECTIVE DATE: 01/01/2016	
<b>TITLE/DESCRIPTION:</b>	Microsoft Software Cooperative Agreement / Microsoft Enterprise License Agreement
<b>CONTRACT NUMBER(S):</b>	SCA-15-70-0013B      SoftwareOne Inc. SCA-15-70-0005H      En Pointe Technologies Sales, LLC SCA-15-70-0008Y      Insight Public Sector, Inc. SCA-15-70-0002Q      PCM Gov, Inc.
<b>CONTRACT TERM:</b>	01/01/2016 through 12/31/2016
<b>CONTRACT CATEGORY:</b>	IT Goods and Services
<b>MAXIMUM ORDER LIMIT:</b>	Unlimited
<b>FOR USE BY:</b>	State Agencies Only
<b>STATE CONTRACT ADMINISTRATOR:</b>	Samit Wangnoo (916) 431-4666 Samit.Wangnoo@state.ca.gov

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instructions Supplement.

  
Steve Lower, State Contract Administrator

1-14-16  
Date

## USER INSTRUCTIONS

### 1. SCOPE AND OVERVIEW

These Software Cooperative Agreement (SCA) User Instructions are designed to assist state departments in procuring Microsoft Office 365 Cloud Services. Per Technology Letter 16-01, procurement of Microsoft Office 365 Cloud Services will only be available through the California Department of Technology. Before procuring Office 365 products/services, State departments should conduct an analysis and use their own due diligence to determine if Office 365 is the most cost effective solution that meets their business needs and security requirements. In addition, state departments should contact the California Department of Technology Contract Administrator listed below for ordering information.

### 2. CONTRACT AVAILABILITY

The use of these agreements for the procurement of Microsoft Office 365 services is mandatory for State of California departments.

### 3. CONTRACT ADMINISTRATOR

The State Contract Administrator contact for these agreements is:

Name: Samit Wangnoo  
Phone: (916) 431-4666  
Email: Samit.Wangnoo@state.ca.gov

### 4. CONTRACT INFORMATION

#### A. Available Products

Contractors may only offer Microsoft Office 365 Cloud Services with the following restrictions as noted below.

#### B. Restricted/Disallowed Products and Services

The following restrictions apply:

- 1) Microsoft Dynamics CRM Online Services
- 2) Microsoft Azure Services
- 3) Microsoft Intune Services

#### C. Contractor Pricing

A price list is posted on the State's eProcurement website. Pricing is based on a cost minus discount off list price. Contractors may offer greater discounts and/or lower prices than those published in pricing list.

### 5. CONTRACT USAGE/RULES

In addition to all the User Instructions/SLP Provisions contained within the SCA contracts/MELA Agreement, the following must be considered and adhered to when ordering Office 365.

**A. Statement of Work (SOW)** – A statement of work is not necessary for the purchase of Office 365 Services. The California General Provisions – Information Technology (GSPD-401IT) specific for the Provision of Key Microsoft Services, the California Cloud Computing Services Special Provisions (Software as a Service) specific for the Provision of Key Microsoft Services, the Microsoft Service level Agreement , dated October, 2015 and the Microsoft Online Service Terms, dated October, 2015 have been incorporated to cover the procurement of Microsoft Office 365 Services.

**B. Terms and Conditions** – The GSPD-401IT and the Special Provisions specific for the Provision of Key Microsoft Services have been fully negotiated between the State and Microsoft. No further negotiations of terms are allowed.

**C. Modifications to Terms and Conditions**

Departments should be aware that sections of the Specials Provisions have been modified or removed. Classification and categorization of a Department's Data is critical to determine if and/or how Office 365 is implemented and used.

The following sections have been modified or removed:

- 1) Section 4.a.3 - Compliance with applicable standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines. This section has been removed in its entirety. State departments should consider that data entered and stored on Office 365 services will not be in compliance with the security provisions of PCIDSS.
- 2) Section 5 – Encryption – Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual (SAM) 5350.1 and California Statewide Information Management Manual (SIMM) 5305-A. This section has been modified to read: To whatever extent a form or use of encryption is required of Microsoft pursuant to any of the industry and Federal government standards committed by Microsoft in these Special Provisions and the MS OST, Microsoft will comply with such requirements. State departments should consider that data entered and stored on Office 365 services may not be encrypted strictly in accordance with SAM 5350.1 and SIMM 5305-A.

**REQUEST FOR QUOTE # PUARC-1200**  
**Microsoft Enterprise License**

# REQUEST FOR QUOTE # PUARC-1200

## Microsoft Enterprise License



By:  
**Ines Mark**  
Riverside County Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Telephone: (951) 955-4937  
Email: [imark@co.riverside.ca.us](mailto:imark@co.riverside.ca.us)

NIGP Code(s):20800, 20811



**INSTRUCTIONS TO BIDDERS**

- I. **Vendor Registration** – Unless stated elsewhere in this document, vendor must register online at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us) and <http://http://www.publicpurchase.com/> with all current Vendor information, to be registered on the County’s database.
- II. For all RFQ’s Riverside County’s Purchasing website will post a letter of notification on its website, and will provide a direct link to PublicPurchase.com.
- III. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
- IV. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- V. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting Riverside County Purchasing at the number shown above and requesting a copy be faxed or mailed to you.
- VI. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
- VII. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as non-responsive.
- VIII. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
- IX. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- X. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted electronically to PublicPurchase.com by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will not except late bids due to slow internet connection, or incomplete transmissions.
- XI. **Local Preference** - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ to that Riverside County location.  
or
- XII. **Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor’s portion of the bid

**IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ**

- |                                                  |                                         |                                  |                                                  |                                                               |
|--------------------------------------------------|-----------------------------------------|----------------------------------|--------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES | <input checked="" type="checkbox"/> EXHIBITS (A) | <input checked="" type="checkbox"/> ATTACHMENT (Product List) |
| <input type="checkbox"/> #116-110                | Special Conditions/Response             |                                  | <input type="checkbox"/> #116-130                | Equipment Information Sheet                                   |
| <input checked="" type="checkbox"/> #116-260     | Local Business Qualification Affidavit  |                                  | <input type="checkbox"/> #116-310                | Boilerplate Contract                                          |

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

- |                                              |                                                    |                                              |                                              |
|----------------------------------------------|----------------------------------------------------|----------------------------------------------|----------------------------------------------|
| <input checked="" type="checkbox"/> #116-200 | General Conditions                                 | <input checked="" type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230            | General Conditions - Equipment                     | <input type="checkbox"/> #116-220            | General Conditions - Public Works            |
| <input type="checkbox"/> #116-240            | General Conditions - Personal/Professional Service |                                              |                                              |

To access any of these General Conditions go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us), located in Vendor Registration/Bidding Opportunities.

**If an addendum is issued for this procurement, it will be the vendor’s responsibility to retrieve all applicable addendum(s) from the Public Purchase website.**

## APPENDIX A

### 1.0 INFORMATION

- 1.1 LIQUIDATED DAMAGES - It is agreed by the parties that time is of the essence, and in the event complete delivery is not made within the schedule set by the County, and pursuant to the bid specifications, damage will be sustained by the County, it will be impractical, and extremely difficult to ascertain, and determine the actual damage sustained. Therefore, it is agreed that the successful bidder shall pay to the County of Riverside, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$\_\_\_\_\_ per calendar day for each and every calendar day that a delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount from any payment due or that may become due to the vendor under the contract.
- 1.2 "Electronic submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us). Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page 2 of this document.
- 1.3 CASH DISCOUNT\_% from receipt of good or invoice, whichever is later. (terms less than 20 days will be considered net) Cash discount shall be applied to grand total.
- 1.4 Delivery: \_\_\_ calendar days after receipt of order.
- 1.5 Please Check: \_\_\_ Disabled Veteran \_\_\_ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFQ will be credited to that location in Riverside County. If claiming Local Preference please submit form 116-260.
- 1.6 If Bidder experiences technical issue with the online bidding process, Bidder must contact the Procurement Contract Specialist (PCS) for further bid submission instructions. Bidder must contact the appropriate PCS a minimum of 1 hour prior to bid close time of 1:30 PM.

### 2.0 DEFINITIONS

- A. Wherever these words occur in this RFQ, they shall have the following meaning:
- B. "RFQ" shall mean Request for Quote.
- C. "Addendum" shall mean an amendment or modification to the RFQ (Request for Quote).
- D. "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- E. "Bidder" shall mean an individual, firm, partnership, or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- F. "Contractor" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFQ, Contractor and Bidder are used interchangeably.

- G. "COUNTY" shall mean the County of Riverside and its agencies.
- H. "CCISDA" shall mean the California County Information Services Directors Association
- I. "MISAC" shall mean the Municipal Information Systems Association
- J. "LAR" shall mean the Large Account Resellers
- K. "EA" shall mean Enterprise Agreement
- L. "Qualified Device" shall mean any personal desktop computer, portal computer, workstation, or similar device that is used by of for the benefit of Enrolled Affiliate's Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate's Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).
- M. "MDOP" shall mean Microsoft Desktop Optimization Platform
- N. "MSDN" shall mean Microsoft Developer Network

### **3.0 PURPOSE/BACKGROUND**

#### **3.1 Purpose**

- a) The County of Riverside is soliciting bids for a consortia approach to collectively enter into a Microsoft Enterprise Agreement and Select program in order to utilize the desktop volumes to achieve the best possible price as detailed in this RFQ. Microsoft has demonstrated flexibility in dealing with CCISDA/MISAC to accommodate government issues and concerns to offer a customized Enterprise Agreement that will work for all government agencies within the state of California.
- b) The purpose of this RFQ is to seek both renewal pricing for those under the current Microsoft Agreement from any authorized LAR within the State of California plus allow new enrollments to take place based on combined volumes of those staying with the old agreement, those renewing in this new contract, and those joining into the new contract for the first time.
- c) The intent of this RFQ is to award to no more than five (5) Microsoft authorized and responsible Large Account Resellers (LAR) in the State of California that meets the terms and conditions of this RFQ. The LAR(s) will serve as the administrator of this agreement and will collect all dollars directly from those jurisdictions enrolled under this awarded contract.

#### **3.2 Background**

- a) Since June 19, 2001, The **California County Information Services Directors Association (CCISDA)** and the **Municipal Information Systems Association (MISAC)** of California have been participating in a state-wide Microsoft Enterprise Agreement (EA) and Select program. The County of Riverside will continue to administer this award, to include participation from CCISDA and MISAC.

- b) The **California County Information Services Directors Association (CCISDA)** is the official organization of the county information technology directors in the state of California. They represent the 58 California counties in the area of information technology and county government.
- c) The **Municipal Information Systems Association (MISAC)** of California is a statewide organization of approximately 150 member agencies. They represent the 475 Cities and Special Districts in the state of California in the area of information technology and county government.
- d) Current participation in this successful contract has surpassed 488,000 desktops and over 460 separate enrollments to this Microsoft Enterprise Agreement. The current Large Account Resellers (LAR) have worked with each of these entities to explain the Microsoft Enterprise Agreement, helped them make decisions about their licensing needs, provided enrollment assistance, and coached them during annual EA requirements including true-ups and annual payments. The awarded LAR(s) will be required to deliver this same level of service, as well as provide continuing education to enrollees on other services and benefits provided to participants in the EA.
- e) The LAR(s) must allow CCISDA/MISAC members with the opportunity to continue to enroll in the Enterprise Agreement after the open enroll period at a highly discounted price based on cumulative volumes of desktops enrolled under the new and existing contracts.
- f) In addition, many government entities could not purchase from a sole LAR due to local preference purchasing requirements. The intent of this RFQ is to award to multiple Large Account Resellers (LARs) under a single agreement and to get credit for volumes under the existing contract and for those that want to change to the renewal contract or for those governments enrolling for the first time.
- g) Many counties do not upgrade their software on their desktops on an annual basis and most do so every two to three years. As a result, most may not benefit from Software Assurance under the Select Program nor can justify an Enterprise Agreement. Therefore, to make an Enterprise Agreement a tool for government, it must be cost effective, ease licensing management, and encourage government to stay current with new software versions to take advantage of the latest technological improvements that could benefit employee productivity. An additional benefit can be realized through other offerings made available to EA participants. When such offerings are introduced, it is imperative that the LAR make the offering known to the agency in order for them to obtain the most out of their EA investment.

## **4.0 PRODUCT LINE**

### **4.1 Enterprise Agreement Program Products**

The products offered under the Enterprise Agreement (EA) may be purchased individually or in total as follows:

### **4.2 Enterprise Products**

- a) The Enterprise Agreement offers California County Governments access to the most recent releases of the Desktop Professional Platform products. The Enterprise Agreement Desktop Platform products are:
  - i. Microsoft Windows 7 Enterprise Edition with MDOP
  - ii. Microsoft Office Professional Plus 2010
  - iii. Microsoft Core Client Access License Suite or Enterprise Client Access License Suite

- b) Government entities who enroll in the Professional or Enterprise Platform (the Windows 7 Enterprise Edition operating system upgrade, Office Professional Plus 2010, and Core CAL Suite or Enterprise CAL Suite) receive a platform discount on top of their already discounted enterprise software product.
- c) Government entities not adding products at signing may still add additional products to their enrollment at any time with License & Software Assurance (pro-rated annually for the remaining term of their enrollment).
- d) For full product listing see excel attachment "PUARC-1200 Product listing."

#### **4.3 Additional Products and Services**

- a) Nearly all other available Microsoft software titles are obtainable as additional products. They provide the same License & Software Assurance coverage as enterprise products, but *do not* require an enterprise-wide commitment. For products licensed at signing, payments can be spread throughout enrollment years in the same way that enterprise product payments are annualized. Also, additional products at signing will have corresponding pricing for the use of the True Up ordering process, enabling an annual consolidation of ordering. Government entities not adding products at signing may still add additional products to their enrollment *at any time* with License & Software Assurance (pro-rated for the remaining term of their enrollment).
- b) Premier Services are available through the Riverside Master Agreement for as long as it is offered as products under the Microsoft Enterprise Agreement.
- c) Examples of software products available as additional products include Office Visio, Microsoft Project, Windows servers, Exchange servers, Microsoft Office SharePoint Servers, SQL Servers, Visual Studio Team Edition (w/ MSDN), MapPoint Web Service, and many others.
- d) A complete list of additional products is available on the Microsoft Product List at:  
<http://www.microsoftvolumelicensing.com/userights/PL.aspx>
- e) To learn more about Product Use Rights, visit:  
<http://www.microsoftvolumelicensing.com/userights/PUR.aspx>

#### **4.5 Customized Components:**

- a) The awarded Large Account Reseller(s) as part of the contract must be willing to accept the administration of the contract. California government entities will enroll by Agency (understanding that all desktops in a department must be committed unless the desktop has an asset tag where it has been paid and owned by another government jurisdiction).
- b) Commitment for each government entity is at least 25 desktops in the entire organization. Organizations under 25 qualified workstations are required to combine enrollments with other local government entities for a total of at least 25 qualified workstations to qualify. The government entity who handles the enrollment for multiple jurisdictions will also be responsible for distributing license confirmations.
- c) The LAR's are required to provide annual reports of qualified workstation counts by enrollment and ask for desktop true-ups for net additional desktops added during each contract year. The customer is expected to true up additional products added to during past year. Quarterly reports of licenses purchased under the Select agreement (provided by this contract) must also be provided including product and version number. It is preferred that this capability be provided though the Internet.

- d) All products covered under the EA automatically include Software Assurance for either the full thirty-six (36) or sixty (60) month contract period options. During the contract period, participating government entities will be entitled to all version upgrades at no additional charge. And on termination of the contract, participating organizations will own the most current version of covered products as of the contract termination date, whether the version is installed or not.
- e) During the EA each participant will be required (but not limited) to count total qualified workstations in their organization which will be reported to the LAR. Other counts such as True-Up of additional products and additional of 'not-at-signing' products may be required.
- f) The Enterprise Agreement term is sixty (60) calendar months from the date of acceptance, or an optional thirty-six (36) months if requested. Enrollment for this program will be open until the expiration of the Master Agreement. While the number of net desktops in each organization may increase annually, there could be certain economic issues (such as discontinuing a government service due to funding) or political shifts (such as County Courts becoming a State Agency or a government entity filing for bankruptcy) that could impact desktop counts. Microsoft will deal with decreases in qualified workstation counts on an individual basis without penalty to other enrollments. EA participants that terminate for cause, will own licenses equal to the portion of the total contract period for which they participated. Participants terminating prior to year 2 shall own licenses for 1/3 of the total desktops enrolled. Participants terminating prior to year 3 shall own licenses for 2/3 of the total desktops enrolled. The licenses shall be for the current version of the products at the time of termination. If any one County/Department terminates the enterprise agreement, it shall have no bearing or impact on the others enrolled.
- g) EA enrollees receive perpetual license to the most current version of the software covered under this agreement upon initial payment. By participating under the EA, enrollees immediately become current and stay current. Net new desktops added during the contract period immediately have the right to install the most current versions of the products covered under the EA and the "true-up" payment must be made at the beginning of the next contract year.
- h) All new software covered and purchased under the EA is to be delivered to the COUNTY electronically, unless explicit instructions are communicated that delivery method would be otherwise.

<b>5.0 TIMELINE</b>	<b>DATES:</b>
1. RELEASE OF REQUEST FOR QUOTATION	September 20, 2011
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at PublicPurchase.com. All questions submitted are within the correct RFQ located on PublicPurchase.com.	<b>Must be submitted by: Date: October 3, 2011 Time: 1:30 PM</b>
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com	<b>October 11, 2011 at 1:30 PM</b>
4. TENTATIVE DATE FOR AWARING CONTRACT	5-90 days, contingent upon lowest bidder meeting all of the bid specifications.

## 6.0 PERIOD OF PERFORMANCE

The period of performance shall be for 5 year(s), with each year renewable in one-year increments, with the completion date of 12/31/17, with no obligation by the County of Riverside to purchase any specified amount of services.

## 7.0 GENERAL REQUIREMENTS

### Procedures for Submitting Quotations

All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).

The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.

The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Quotes must be specific unto themselves. For example, “*See Enclosed Manual*” will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

**Late quotations will not be accepted.** Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

## 8.0 METHOD OF AWARD (Specifications)

Quotations will be evaluated based on relevant factors, including but not limited to the following:

- a. Lowest overall purchase price
- b. Adherence to specifications as detailed in this RFQ (PUARC-1200)
- c. Prompt payment discounts on 30 days or less
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

## 9.0 EVALUATION PROCESS

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

### **10.0 INTERPRETATION OF RFQ**

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and [PublicPurchase.com](http://PublicPurchase.com). The County is not responsible for any other explanations or interpretations. If 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. All notices regarding this procurement may be posted on the County's purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and [PublicPurchase.com](http://PublicPurchase.com).

### **11.0 CANCELLATION OF PROCUREMENT PROCESS**

The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

### **12.0 COMPENSATION**

**12.1** The County shall pay the awarded bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded bidder. The County shall pay the acceptable invoice within thirty-(30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

**12.2** No price increases will be permitted during the first year of the award. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County. The County requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance written notice is required for consideration and approval by County. No retroactive price adjustments will be considered. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside, and Orange County areas (Microsoft Enterprise License Agreement) and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

### **13.0 USE BY OTHER POLITICAL ENTITIES**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County shall in no way be responsible to CONTRACTOR for other entities' purchases.



## Exhibit A

### Software Assurance Benefits:

The Enterprise Agreement includes Software Assurance, Microsoft’s enhanced maintenance program that helps customers get the most out of their software investments. Access to valuable benefits such as training, deployment planning, software upgrades, and product support can help increase the productivity of the entire organization. Awarded LAR(s) will continue to educate and assist participants on what these benefits are and how participants can take full advantage of them.

Here are details on Software Assurance benefits throughout each phase of software management.

Stage	Benefit	Description
Planning Stage	New Version Rights	With Software Assurance, you receive new versions of licensed software released during the term of your agreement to deploy at your own pace as they become available. You can reduce the costs associated with acquiring new version releases and immediately take advantage of the latest technology.
	Spread Payments	You can make payments annually, instead of making one up-front payment. This helps you to reduce initial costs and forecast annual software budget requirements up to three years in advance.
Deployment Stage	Packaged Services: Information Work Solution Services	These one- to three-day partner-managed workshops help IT teams learn how desktop applications assist support deployment, security, and infrastructure business goals like project prioritization. You also learn how to implement high-value projects in the IT environment to maintain or accelerate productivity. Workshops include Information Work Business Value Discovery and Information Work Architectural Design Session.
	Microsoft Windows Pre-installation Environment (WinPE)	This is a tool based on the Windows Server® 2003 operating system and the Windows XP Professional operating system that allows IT staff to build custom solutions that speed up deployment through automation, so they spend less time and effort keeping desktops updated. WinPE can run Windows setup, scripts, and imaging applications.
Using Stage	Training Vouchers	You will receive training vouchers for training on select courses from Microsoft Certified Partners for Learning Solutions (CPLS), the premier authorized training channel for delivering learning products and services on Microsoft technology. Taking training from Microsoft CPLSs helps you prepare for deployment, enable smoother migration, and stay up-to-date with the latest Microsoft technologies, giving you the competitive advantage you need.

**Exhibit A Cont'**  
**Software Assurance Benefits:**

	eLearning Courses	Microsoft's eLearning provides your employees access to individual, on-demand Microsoft software courses. eLearning can be delivered online or offline and includes simulations, hands-on exercises, and learning assessments.
	Home Use Program	The Home Use Program increases employee productivity and maximizes the value of your Microsoft Office investment because with it, your employees can use Office desktop programs for work or personal needs.
	Microsoft Windows 7 Enterprise Edition	The Windows 7 Enterprise Edition is optimized for large organizations and includes features such as data protection that safeguard lost or stolen PCs, application compatibility, and the ability to deploy a single image in multiple locations around the world (per availability of Windows Vista), helping you to lower your deployment and management costs.
	Microsoft Virtual PC Express	Migrate legacy applications during an operating system upgrade in a safe, protected way. Microsoft Virtual PC Express supports a single instance of a virtual operating system (in comparison, Virtual PC 2004 supports multiple instances). Virtual PC Express will be made available to our Software Assurance customers in early 2006, ahead of the Windows Vista Enterprise Edition.
Maintenance Stage	24 X 7 Problem Resolution Support	With Software Assurance, you can be continuously connected with Microsoft for your support needs. You can select the right level of help when you need it with business-critical 24 hours a day, 7 days a week phone support for all Microsoft server products, Windows, and the 2007 Microsoft Office system, in addition to unlimited Web support.

**Exhibit A Cont'**  
**Software Assurance Benefits:**

	Unlimited Web Support	Complement your business-critical 24 hours a day, 7 days a week phone support with unlimited Web support during business hours, and decide which level of support is best for the issue. This helps you lower your total cost of support and ownership through time and gives you a choice for how to use your direct connection to Microsoft.
	TechNet Plus Subscription with Two Support Calls/Year	IT professionals have access to TechNet Plus subscription media, featuring resources such as the Microsoft Knowledge Base, software updates, utilities, technical training, and how-to articles to help them succeed. They also have access to additional premium TechNet Plus benefits, including evaluation software without time limits, pre-release versions of Microsoft products, two technical support incidents per year, and TechNet Plus Subscriber Online Services. IT professionals can also access TechNet Managed Newsgroups with more than 100 IT-related newsgroups, where they can post technical questions and are guaranteed responses by the next business day.
	"Cold" Backups for Disaster Recovery	Customers with Software Assurance for Microsoft server software, as well as related Client Access Licenses, are eligible for complimentary "cold backup" server licenses for disaster recovery.
	Corporate Error Reporting	Corporate Error Reporting (CER) gives you a clear and easy way to monitor and review error information so you can control deployment of fixes and resolutions. It provides the ability for applications and the operating system to collect and report on crashes in the system.
Transition	Extended Life-cycle Hotfix Support	Enter into Extended Hotfix Support Account (EHSA) as hotfix issues arise. Annual fees and required sign-up periods associated with EHSA are waived for Software Assurance customers, increasing peace of mind and reducing support costs. A Premier or Essential Support agreement is a pre-requisite for eligibility.

For more information about Software Assurance benefits, please visit:  
<http://www.microsoft.com/licensing/programs/sa>

**Local Business Qualification Affidavit**

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

**Definition of Local Business**

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Riverside County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Length of time at this location: \_\_\_\_\_ Number of Company Employees at this address: \_\_\_\_\_

If less than 6 month, list previous

Riverside County location: \_\_\_\_\_

Business License # (where applicable): \_\_\_\_\_ Jurisdiction \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

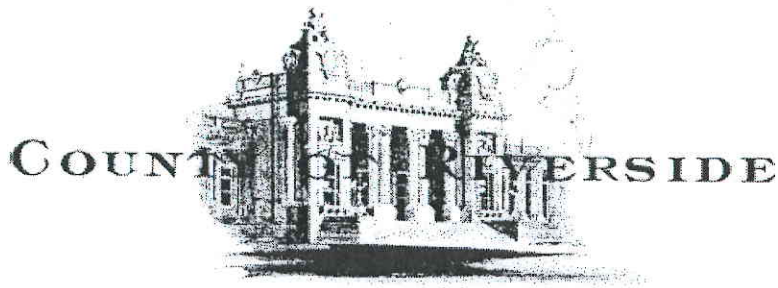
\_\_\_\_\_  
Print Name, Title

**Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County.**

ExcelFormat Bid Tabulation By Vendor  
 Version: 2 (Revised Per Amendment#1 dated May 12, 2014)  
 Bid Item: 1200 - Information Technology Equipment License  
 End Date: Oct 11, 2011 @ 1:30PM

Item Name	Software Corporation		PC Mail Gov. Inc.		E-Phone Technologies Sales Inc		Dell Marketing, L.P.		CompuCom Systems, Inc.		CompuCom Systems, Inc.		Insight Public Sector, Inc.		Insight Public Sector, Inc.	
	Level D7.5 Cost plus mark up %	Added at Signing	Level D7.5 Cost plus mark up %	Added at Signing	Level D7.5 Cost plus mark up %	Added at Signing	Level D7.5 Cost plus mark up %	Added at Signing	Level D7.5 Cost plus mark up %	Added at Signing	Level D7.5 Cost plus mark up %	Added at Signing	Level D7.5 Cost plus mark up %	Added at Signing	Level D7.5 Cost plus mark up %	Added at Signing
Applications	2%	True-ups	1.25%	True-ups	0.75%	True-ups	0.00%	True-ups	-1.50%	True-ups	2.00%	True-ups	-2.50%	True-ups	0.00%	True-ups
Systems	2%	True-ups	1.25%	True-ups	0.25%	True-ups	0.00%	True-ups	-0.50%	True-ups	2.00%	True-ups	0.00%	True-ups	0.00%	True-ups
Services	2%	True-ups	1.25%	True-ups	0.25%	True-ups	0.00%	True-ups	-0.50%	True-ups	2.00%	True-ups	0.00%	True-ups	0.00%	True-ups
New Additional Products (Non-Specific)	4%	True-ups	1.25%	True-ups	0.25%	True-ups	0.00%	True-ups	-0.50%	True-ups	2.00%	True-ups	-2.50%	True-ups	0.00%	True-ups
New Additional Products (Non-Specific)	4%	True-ups	1.25%	True-ups	0.25%	True-ups	0.00%	True-ups	-0.50%	True-ups	2.00%	True-ups	-2.50%	True-ups	0.00%	True-ups

SUMMARY: Recap Cost is provided at a level D7.5 cost plus mark up percentage (%). Negative numbers represent a "below cost" percentage. The County has determined Insight Public Sector, Inc. to be the overall most responsive and reasonable bidder for this commodity. The County reserves the right to reject any or all offers, to waive any discrepancy or inaccuracy and to split or make the award in any manner determined by the County to be most advantageous to the County.



PURCHASING AND FLEET SERVICES

ROBERT J. HOWDYSHELL

DIRECTOR

PURCHASING  
SUPPLY  
CENTRAL MAIL  
PRINTING

NOTIFICATION TO BIDDERS  
REQUEST FOR QUOTE (RFQ) # PUARC-1200

## Microsoft Enterprise License

Riverside County Purchasing and Fleet Services would like to thank you for submitting a proposal for the above mentioned RFQ.

The overall most responsive and responsible vendor:

Insight Public Sector, Inc.

The County has recommended that Insight Public Sector, Inc., be awarded a contract which is scheduled to be submitted for approval at the County of Riverside Board of Supervisors' meeting on November 8, 2011, Agenda No. 3.27

In addition the other five vendors will be listed for statewide contracts: CompuCom, Softchoice Corp, PC Mall Gov, EnPointe Technologies, and Dell Marketing

The County appreciates your interest and your company's name will remain on our vendor's list for future bid considerations.

Please visit the County of Riverside Purchasing Website for future opportunities at:  
[www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us)

Ines Mark  
Procurement Contract Specialist

NIGP CODE: 20800, 20811

# County of Riverside Board Letters – Approval

132



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

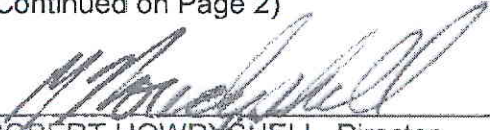
**FROM:** Purchasing and Fleet Services and Riverside County Information Technology (RCIT)  
**SUBJECT:** APPROVAL OF MICROSOFT ENTERPRISE AGREEMENT


**SUBMITTAL DATE:**  
November 2, 2011

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize County departments to enroll in the statewide renewal of Microsoft Enterprise Agreement (EA), which runs for up to five (5) years, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to enter in the Master Enterprise Agreement and Premier Support Services without seeking competitive bids, and sign the purchase orders, amendments, and exercise the renewal option based on the availability of fiscal funding that does not change the substantive terms of the purchase, and will not exceed the annual CPI rates.

(Continued on Page 2)

  
 \_\_\_\_\_  
 ROBERT HOWDY SHELL, Director  
 Purchasing and Fleet Services

  
 \_\_\_\_\_  
 DEAN DEINES  
 Interim Chief Information Officer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 5,300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 2,650,000	For Fiscal Year:	11/12
<b>SOURCE OF FUNDS:</b>				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: Serena Chow  
 \_\_\_\_\_  
 Serena Chow

County Executive Office Signature

FOR FINAL APPROVAL BY COUNTY COUNSEL  
 BY: Neale R. Kipnis  
 DATE: 11/3/11

Departmental Concurrence

Consent     Policy  
 Consent     Policy

Dept't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.33, 6/17/08; 3.55, 6/29/01    District:    Agenda Number:

3.27



**BOARD OF SUPERVISORS  
FORM 11: APPROVAL OF MICROSOFT ENTERPRISE AGREEMENT  
PAGE 2**

**BACKGROUND**

The County of Riverside has been the leader in the negotiations and procurement of the statewide cooperative license purchase agreement for the statewide Microsoft Enterprise software and services. There are 388 governmental agencies in California that utilize this enterprise agreement.

Through this negotiation process, the County of Riverside has obtained the deepest discounts offered to any governmental agencies, and as a result will be utilized by most of the public entities throughout the State of California.

The Microsoft Enterprise Agreement is an annual program that covers licensing of standard desktop software (Microsoft Office, Microsoft Windows, and Back Office products) and Enterprise Platform products.

The County has been challenged in the past in consistently maintaining software at current version levels and Microsoft products are the most predominant product used by all departments on all personal computers and Enterprise Platform products to support Departments basic needs in the County.

In an effort to keep software current and licensed at the County, a maintenance program is provided by Microsoft. A maintenance program will cost less than what departments would spend upgrading all products once over a three or five-year period. The potential for significant savings exists due to changes in Microsoft licensing policies and potential cost increases of Microsoft products over the next five years.

Some of the key benefits realized from this program are:

- Departments can upgrade to any Microsoft product version as they choose and when convenient.
- Licensing for the products covered by this program no longer need to be tracked. Participants merely count the qualified desktops or user counts and true up with that number of licenses.
- The flexibility to sign-up by user allows for multiple devices such as smart phones and tablets (i.e., iPhones, iPads, etc.) and securing only one license opposed to multiple.
- EA provides a consistent year-to-year budget for this program in an effort to keep County software current, legal, and consistent.
- EA protects the County against Microsoft price increases for the duration of the agreement.
- EA compliments other countywide technology initiatives (PeopleSoft, Exchange, Remedy, and Resumix).

County departments and agencies are currently enrolled in this program. In Fiscal Year 2010/11, the county invested \$3,851,890 for 19,734 desktops enrolled in the program. Departments may also order other Microsoft products (such as Window Server, Visio, MS

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**BOARD OF SUPERVISORS  
FORM 11: APPROVAL OF MICROSOFT ENTERPRISE AGREEMENT  
PAGE 3**

**BACKGROUND (Continued)**

project) off of this contract and receive the same discounting offered for the core desktop licensing for Riverside County. County Departments will have agreement options that best fit their departmental needs including either a three or five year agreement.

**PRICE REASONABLENESS**

Information Technology and the Purchasing Department, working with Microsoft, determined best pricing and developed a customized licensing program that works best for California Government. The analysis shows that by participating in the Enterprise Agreement (EA), the County can save as much as \$907,686 annually off the retail price and \$4,538,430 over the next five (5) years. The requested \$6 million annual amount allows individual departments to purchase their user or device license and various platform products and services that departments purchase to meet their business needs. The \$6 million is an estimated amount that provides for the purchasing authority off the Microsoft agreement in order to ensure county departments receive all applicable discounts. As with any county purchase, all purchase orders will be processed through County Purchasing for approval.

Because Microsoft only sells their products through resellers, Purchasing released a Request for Quote PURAC-1200, on PublicPurchase.com and advertised on the County's Internet to obtain Microsoft Large Account resellers (LARs), which resulted in six LARs responding to the solicitation. The County evaluated the responses and recommends that Insight Public Sector Inc. be awarded as the primary LAR for Riverside County, and the remaining five, CompuCom Systems, Inc., Dell Marketing, L.P., Enpointe Technologies Sales Inc., PC Mall Gov, Inc., and Softchoice Corporation also be awarded for use by other governmental entities to allow these entities the option to select their LAR based on their own geographical or other criteria. These LARs shall be authorized to offer a contract for any government entity in California to enroll into the Microsoft Enterprise Agreement through December 31, 2016.

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

437



**FROM:** Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:**  
August 27, 2014

**SUBJECT:** Approve the 3-year increase of the Microsoft Enterprise Agreement from a maximum amount of \$6 Million to \$8 Million Annually; All Districts; [\$6 Million increase over 3 years]; Multiple Departmental Funds

**RECOMMENDED MOTION:** That the Board of Supervisors:

Authorize the Purchasing Agent in accordance with Ordinance 459.4 to increase the existing annual expenditure for the Microsoft Enterprise Agreement from \$6 million to \$8 million.

**BACKGROUND:**

**Summary**

Riverside County is the lead agency for the statewide Microsoft Enterprise Agreement that provides for software licensing of Microsoft products and support. Through county negotiations, Riverside County obtained deep discounts that are utilized by most of the public entities throughout the State of California.

Christopher Hans  
Interim Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 2 Million	\$ 2 Million	\$ 6 Million	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
<b>SOURCE OF FUNDS:</b> Various Departmental Funds				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> FY14/15	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Departmental Concurrence

Purchasing:   
Mark Seiler, Assistant Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Approve the 3-year increase of the Microsoft Enterprise Agreement from a maximum amount of \$6 Million to \$8 Million Annually; All Districts; [\$6 Million increase of 3 years]; Multiple Departmental Funds**  
**DATE: August 27, 2014**  
**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

On November 8, 2011 the Board of Supervisors approved a five-year agreement through 2016 with Microsoft for licenses and support. At that time the annual estimated spend for all county departments was \$6 million or \$30 million over five years. As a result of additional Microsoft products and services requested by county departments, an increase is requested to the master agreement to meet business needs of the departments.

**Impact on Residents and Businesses**

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

County departments will be billed for their actual license support and maintenance costs.

**Contract History and Price Reasonableness**

In 2011, Purchasing release a Request for Quote PUARC-1200 and awarded the Microsoft Enterprise Agreement to six Microsoft Large Account Resellers. As the lead agency that negotiated the statewide contract, Riverside County receives a larger discount than all other participating agencies. There are currently 850 governmental agencies in the State of California that utilize this master agreement.

The requested \$8 million is an estimated annual amount that provides for sufficient purchasing authority for the Microsoft Enterprise Agreement in order to ensure county departments are able to order all products needed to support their business needs. This increase is only a result of the additional volume of licenses needed, not a result of higher rates. The original negotiated discounts remain the same.

Notice to Consent to Assign  
RIVCO Agreements

CONSENT TO ASSIGNMENT  
of the  
Microsoft Enterprise Agreement  
for the  
COUNTY OF RIVERSIDE

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This Consent to Assignment is entered into as of the Effective Date set forth below and is between COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter referred to as the "COUNTY"), CompuCom Systems, Inc., a Delaware corporation (hereinafter referred to as the "Assignor") and Software One, Inc., a Wisconsin Corporation, (hereinafter referred to as "Assignee").

**RECITALS**

A. On July 1 2013, the COUNTY and Assignor entered into an agreement to provide services regarding the Microsoft Enterprise Agreement #01E73134 (reference County Contract ID RIVCO-20800-002-12/15), to agencies within the State of California, hereinafter referred to as "Agreement"). On March 4, 2015 Assignor entered into an agreement with Assignee whereby the Agreement will be assigned to Assignee.

B. The Agreement may not be assigned without the prior written consent of COUNTY. A change in the business structure or majority ownership of Assignee is not an assignment for purposes of the Agreement as specified below.

C. Assignor now desires to obtain COUNTY's consent to the Assignment of the Agreement to Assignee.

NOW, THEREFORE, in consideration of the foregoing, COUNTY agrees as follows.

**OPERATIVE PROVISIONS**

1. **ASSIGNMENT & CONSENT.**

Assignor hereby assigns all right, title and interest in the Agreement to Assignee, and Assignee hereby accepts such assignment. COUNTY hereby consents to the assignment of the Agreement from Assignor to Assignee and recognizes Assignee as a proper party to the Agreement.

2. **TERMS.**

All terms of the Agreement, inclusive of obligations and liabilities, shall be and remain fully applicable to Assignee and the services to be performed hereunder as when first executed. All references in said Agreement to Assignor shall hereafter be understood to refer to Assignee.

3. NOTICES

All correspondence and notices required or contemplated by the Agreement shall be delivered to Assignee at the following address unless written notice is received pursuant to the contract of a change:

SoftwareONE, Inc.  
20875 Crossroads Circle, Suite 1  
Waukesha, WI 53186  
Attn: Senior Finance Director, and  
Attn: Legal Counsel

4. EFFECTIVE DATE.

This Consent shall be effective as of October 15, 2015

COUNTY

County of Riverside  
2980 Washington St.  
Riverside, CA 92504

Assignee

SoftwareONE, Inc  
20875 Crossroads Circle, Suite 1  
Waukesha, WI 53186

By: 

Name: Melissa Elter  
Title: Procurement Contract Specialist

By: 

Name: Jason Watson  
Title: Legal Counsel

Assignor

CompuCom Systems, Inc.  
7171 Forest Lane, Dallas TX 75230

By: 

Name: CHARLA MONTGOMERY  
Title: Senior Attorney

# CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 0000132369  
 SoftwareONE Inc  
 20875 Crossroads Circle  
 Suite 1  
 Waukesha WI 53186-4052  
 USA

Contract ID RIVCO-20800-002-12/16			Page 1 of 2
Contract Dates 01/01/2016 to 12/31/2016	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: Microsoft EA LAR-FINAL YR		Contract Maximum 0.00	

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order		Maximum / Open	
				Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement awarded reseller of software licenses for surrounding Government Agencies within California.	EA	1.00	0.00	0.00	0.00

Pricing Agreement:	Pricing Date:	PO Date
	Pricing Quantity:	PO Date
	Quantity Type:	Current Order Quantity

RFQ#PUARC-1200F11-11/8/11 3.27  
 Reference Microsoft Master Agreement Number 01E73134.

\*\*\*\*\*  
**PER AMENDMENT #1**

Pricing for EA enrollments are based on a Cost plus markup percentage, which will be effective as of the Amendment Effective Date of May 12, 2014. See attached amendment.  
 \*\*\*\*\*

**PRICING OPTION#1 (EXISTING ENROLLMENTS PRIOR TO MAY 12, 2014)**

County Entities, CCISDA/MISAC members, and other State agencies already enrolled in a Microsoft EA as of the Effective Date of 11/08/2011.

- Applications: Added at Signing -1.50%
- Applications: True-Ups -0.50%
- Systems: Added at Signing -1.50%
- Systems: True-Ups -0.50%
- Servers: Added at Signing -1.50%
- Servers: True-Ups -0.50%
- New Additional Products (Non-Specific): Added at Signing -1.50%
- New Additional Products (Non-Specific): True-Ups -0.50%

**PRICING OPTION#2 (NEW ENROLLMENTS AFTER MAY 12, 2014)**

County Entities, CCISDA/MISAC members, and other State agencies that enroll in a Microsoft EA after the Amendment Effective Date of May 12, 2014.

- Applications: Added at Signing 2.00%
- Applications: True-Ups 2.00%
- Systems: Added at Signing 2.00%
- Systems: True-Ups 2.00%
- Servers: Added at Signing 2.00%
- Servers: True-Ups 2.00%
- New Additional Products (Non-Specific): Added at Signing 2.00%
- New Additional Products (Non-Specific): True-Ups 2.00%

\* NOTICE OF CONSENT TO ASSIGNMENT: As of 10/15/2015, CompuCom Systems, Inc. has become Software One Inc. for software licenses / support. Executed consent is on file with RCIT Procurement Group and County Purchasing.

All terms, conditions, and specification of RFQ#PUARC-1200 and the Microsoft Master Agreement #01E73134 are hereby included with full force and like effect as if set forth herein. Any additions or changes are to be made in writing with the consent of Microsoft, the awarded reseller and awarding agency.

PAYMENT TERMS: To be determined between awarded reseller and agency.

Final = The price is final after adjustments  
 Hard = Apply adjustments regardless of other adjustments  
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature 
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# CONTRACT

County of Riverside  
USA

Dispatch via Print

Contract ID		Page	
RIVCO-20800-002-12/16		2 of 2	
Contract Dates	Currency	Rate Type	Rate Date
01/01/2016 to 12/31/2016	USD	CRRNT	PO Date
Description:		Contract Maximum	
Microsoft EA LAR-FINAL YR		0.00	

Vendor ID 0000132369  
SoftwareONE Inc  
20875 Crossroads Circle  
Suite 1  
Waukesha WI 53186-4052  
USA

Tax Exempt? N Tax Exempt ID:

License Period of Performance: From January 1, 2016 through December 31, 2016.  
Year: 5th and Final

Riverside County Board approval date: November 8, 2011

Contractor Contacts for State of California public sector entities, who wish to use the County of Riverside's master Microsoft EA (CCISDA/MISAC EA) and Select Plus contracts using SoftwareONE as their reseller.

Southern California Public Sector Field Licensing Specialists:  
Michael Hawkins (MCP, SAM) | SLG Software Solutions Consultant  
Mobile: +1 (858) 527-8293  
Office: +1 (951) 296-3598  
Email: michael.hawkins@softwareone.com  
Website: www.softwareone.com

Northern California Public Sector Field Licensing Specialists:  
State of California Agencies:  
Aaron Liggitt, 916-735-3942 - aaron.liggitt@softwareone.com

Northern California Cities & Counties:  
Miles Allarea, 916-934-6023 - miles.allarea@softwareone.com

Send your purchase orders to: statestore@softwareone.com  
Or Fax to 800-366-9994  
To check order status: StateStore inside sales team, 800-400-9852 opt. 2  
Riverside County contact for this contract's administration: Sam Andrews

Melissa Etter, Procurement Contract Specialist  
County of Riverside Purchasing  
Information Technology Liaison  
3450 14th Street, Riverside CA 92501  
Desk (951) 955-7731  
Email: MEtter@co.riverside.ca.us

\*\*\*\*\*  
\*\*INTERNAL INFORMATION:  
COUNTY DEPARTMENTS: DO NOT USE THIS CONTRACT. THIS CONTRACT WAS ONLY ESTABLISHED TO PROVIDE MULTIPLE VENDORS FOR AWARD.  
THE COUNTY'S ONLY RESELLER IS INSIGHT PUBLIC SECTOR. DO NOT REFERENCE THIS CONTRACT IN ANY PO. ALL MS PRODUCT PURCHASES  
MUST BE THROUGH INSIGHT PUBLIC SECTOR.

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

**AMENDMENT # 1**  
to  
**Contract ID RIVCO-20800-002-12/14**

This Amendment No. 1 ("Amendment") to contract RIVCO-20800-002-12/14 (the "Contract"), by and between **CompuCom Systems, Inc.**, 7171 Forest Lane, Dallas, TX 75230, "CompuCom" and the **County of Riverside, CA** is made and entered into as of May 12, 2014 ("Amendment Effective Date"). All terms not otherwise defined herein shall have the meaning ascribed to them in the Contract.

**RECITALS**

- A. On November 8, 2011, CompuCom was awarded the Contract incorporating all the terms, conditions, and specifications of RFQ #PUARC-1200 (the "RFQ") to act as a Large Account Reseller ("LAR") for the provision of Microsoft Enterprise Licenses ("Enterprise Agreements" or "EAs") for the California County Information Services Directors Association (CCISDA) and the Municipal Information Systems Association (MISAC) of California, as well as every political entity, special district, and related non-profits entities in Riverside County (collectively, "County Entities") and all other government agencies within the State of California ("other State agencies");
- B. Subsequent to contract award, changes in Microsoft EA program requirements have materially affected EA license pricing and discounts to all EA license customers, thereby affecting CompuCom's profit margin under the Contract;
- C. In order for CompuCom to continue to provide LAR services to CCISDA/MISAC members, County Entities, and other State agencies at the net dollar amount of profit as allowed under Section 12.2 of the RFQ, CompuCom desires to amend certain previously quoted rates for the remainder of the term of the Contract; and
- D. The parties may amend the Contract by a mutual written agreement in accordance with Section 9.0, County of Riverside General Conditions;

THEREFORE, in consideration of the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the undersigned parties agree as follows:

**TERMS**

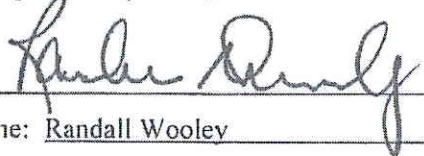
- 1. As of the Amendment Effective Date, the cost plus pricing rate will change for Microsoft EA programs entered into by County Entities, CCISDA/MISAC members, and other State agencies who enroll in a Microsoft EA program for the first time after the Amendment Effective Date. The rates for current EA customers (existing customers under the Agreement) will remain at the originally agreed upon rate for EA enrollment and True-ups. The rates for all EA customers, existing and new enrollees, for the remainder of the Contract term are indicated in the attached Fee Schedule 1, which is incorporated into the Contract.
- 2. For purposes of this Amendment, Recital B above, which is public knowledge, is considered sufficient written proof of cost increase to satisfy Section 12.2 of the RFQ.
- 3. This Amendment shall become part of and subject to the terms and conditions of the Contract which, except as modified herein, remains unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment and the Contract, the terms of this Amendment shall govern.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives.

CompuCom Systems, Inc.


COUNTY OF RIVERSIDE

By: 

Name: Randall Wooley

Title: Associate General Counsel

Date: 05/28/14

By: 

Name: INES MARY

Title: PROCUREMENT CONTRACT SPECIALIST

Date: 05/28/14



**FEE SCHEDULE 1**

**Microsoft Enterprise Agreement**

**Contract ID:** RIVCO-20800-002-12/14

**License Period of Performance:** From May 12, 2014 through December 31, 2017

**Reference Microsoft Master Agreement Number** 01E73134

1. Pricing for EA enrollments are based on a Cost plus markup percentage, which will be effective as of the Amendment Effective Date.

<b>Item Name</b>	<b>County Entities, CCISDA/MISAC members, and other State agencies already enrolled in a Microsoft EA as of Amendment Effective Date</b>	<b>County Entities, CCISDA/MISAC members, and other State agencies that enroll in a Microsoft EA after the Amendment Effective Date</b>
Applications: Added at Signing	-1.5%	2%
Applications: True-Ups	-0.5%	2%
Systems: Added at Signing	-1.5%	2%
Systems: True-Ups	-0.5%	2%
Servers: Added at Signing	-1.5%	2%
Servers: True-Ups	-0.5%	2%
New Additional Products (Non-Specific): Added at Signing	-1.5%	2%
New Additional Products (Non-Specific): True-Ups	-0.5%	2%



# CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 0000005200  
Dell Marketing LP  
PO Box 910916  
Pasadena CA 91110-0916  
USA

Contract ID			Page	
RIVCO-20800-003-12/16			1 of 1	
Contract Dates	Currency	Rate Type	Rate Date	
01/01/2016 to 12/31/2016	USD	CRRNT	PO Date	
Description:			Contract Maximum	
Microsoft Enterprise Agreement			0.00	

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order		Maximum / Open	
				Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement software licenses for surrounding Government Agencies within California. MS ELA #01E73134	EA	1.00	0.00	0.00	0.00

Pricing Agreement:	Pricing Date:	PO Date
	Pricing Quantity:	PO Date
	Quantity Type:	Current Order Quantity

RFQ#PUARC-1200 F11-11/8/11 3.27  
Reference Microsoft Master Agreement Number 01E73134.

All terms, conditions, and specification of Microsoft Master Agreement Number 01E73134 are hereby included with full force and like effect as if set forth herein.

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in the Agreement referenced to every political entity, special district, and related non-profit entity in the State of California. It is understood that these entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County of Riverside shall in no way be responsible to CONTRACTOR for other entities' purchases.

Awarded Pricing: D-7.5 Cost plus 0% mark-up for applications, systems, servers and new product licenses. Governmental entities using this contract are responsible for contacting the reseller for current pricing.

License Period of Performance: From January 1, 2016 through December 31, 2016. This is the fifth and final year of the MS ELA # 01E73134.

County of Riverside Board of Supervisors approval date: November 8, 2011, agenda item #3.27

Dell Contact:  
Brad Handler  
Technology Software Representative, Major Public Accounts California & Hawaii  
Office: 800 883 7213| Fax: 866 549 8209  
Email: Bradley\_Handler@dell.com

=====  
For County of Riverside:  
Melissa Etter, Procurement Contract Specialist  
County of Riverside Purchasing and Fleet Services  
2980 Washington Street, Riverside CA 92504  
Desk (951) 955-7731 / Cell (951) 204-9876  
Email: MEtter@co.riverside.ca.us

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature  


# CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 0000026492  
 Microsoft Corporation  
 PO Box 844510  
 Dallas TX 75284-4510  
 USA

Contract ID			Page	
RIVCO-91800-001-12/16			1 of 1	
Contract Dates	Currency	Rate Type	Rate Date	
01/01/2016 to 12/31/2016	USD	CRRNT	PO Date	
Description:		Contract Maximum		
MS PREMIER SUPPORT SERVICES		300,000.00		

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order		Maximum / Open	
				Qty	Amt	Qty	Amt
1		PREMIER SUPPORT SERVICES	EA	1.00	0.00	0.00	0.00
	Pricing Agreement:	Pricing Date:		PO Date			
		Pricing Quantity:		PO Date			
		Quantity Type:		Current Order Quantity			

This contract is being issued at the request of the County of Riverside Purchasing and Fleet Services for Microsoft Premier Support provided directly by Microsoft Corporation as part of the MS Enterprise Agreement.

Level D-7.5 Cost  
 Reference Microsoft Master Agreement Number 01E73134  
 Reference Insight PS Contract: RIVCO-20800-007-12/16 for all other Microsoft product / services under the EA.

All terms, conditions, and specification of RFQ#PUARC-1200 are hereby included with full force and like effect as if set forth herein.

PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later.

In the event of contradiction, between the County's and the Seller's conditions, the County's conditions shall prevail.

The County reserves the right to cancel the unexpended balance of this order at any time.

License Period of Performance: From January 1, 2016 through December 31, 2016.  
 Year: 5 of 5, final year ending date is December 31, 2016.

Not to Exceed: Maximum contract amount \$ 300,000  
 Board approval date: November 8, 2011, Agenda #3.27  
 \*Annual spend for Microsoft product & services purchased via the EA not to exceed \$8Mil per #3.85 Approved 9/9/2014

=====  
 Melissa Etter, Procurement Contract Specialist  
 County of Riverside Purchasing  
 Information Technology Liaison  
 3450 14th Street, Riverside CA 92501  
 Desk (951) 955-7731 / Cell (951) 204-9876  
 Email: MEtter@co.riverside.ca.us

Final = The price is final after adjustments  
 Hard = Apply adjustments regardless of other adjustments  
 Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**



# CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 0000044732  
 Insight Public Sector Inc  
 PO Box 713096  
 Columbus OH 43271-3096  
 USA

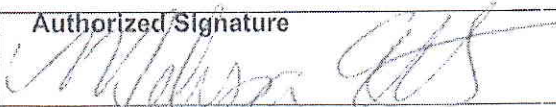
Contract ID		Page	
RIVCO-20800-007-12/16		1 of 5	
Contract Dates	Currency	Rate Type	Rate Date
11/10/2015 to 12/31/2016	USD	CRRNT	PQ Date
Description:		Contract Maximum	
MS Enterprise Agreement FINAL		7,700,000.00	

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1		CORE CAL/Device-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS//SKU) OPTIONAL 3 OR 5 YEAR MUST BE REFERENCED	EA	1.00	0.00	0.00	0.00
	<b>Pricing Agreement:</b>	Pricing Date: Pricing Quantity: Quantity Type:				PO Date PO Date Current Order Quantity	
2		CORE CAL/User-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California ( ITEM DESCRIPTION AND ITEM//SKU MUST BE ENTERED) OPTIONAL 3 OR 5 YEAR MUST BE REFERENCED	EA	1.00	0.00	0.00	0.00
	<b>Pricing Agreement:</b>	Pricing Date: Pricing Quantity: Quantity Type:				PO Date PO Date Current Order Quantity	
3		ECAL/Device-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California ( ITEM DESCRIPTION AND ITEM//SKU MUST BE ENTERED) OPTIONAL 3 OR 5 YEAR MUST BE REFERENCED	EA	1.00	0.00	0.00	0.00
	<b>Pricing Agreement:</b>	Pricing Date: Pricing Quantity: Quantity Type:				PO Date PO Date Current Order Quantity	
4		ECAL/User-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California ( ITEM DESCRIPTION AND ITEM//SKU MUST BE ENTERED) OPTIONAL 3 OR 5 YEAR MUST BE REFERENCED	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments  
 Hard = Apply adjustments regardless of other adjustments  
 Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**  


# CONTRACT

County of Riverside  
USA

Dispatch via Print

Vendor ID 0000044732  
Insight Public Sector Inc  
PO Box 713096  
Columbus OH 43271-3096  
USA

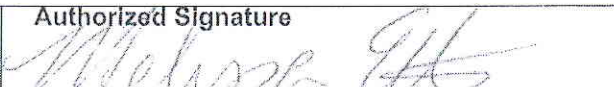
Contract ID		Page	
RIVCO-20800-007-12/16		2 of 5	
Contract Dates	Currency	Rate Type	Rate Date
11/10/2015 to 12/31/2016	USD	CRRNT	PO Date
Description:		Contract Maximum	
MS Enterprise Agreement FINAL		7,700,000.00	

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Cpen Qty	Amt
		<b>Pricing Agreement:</b> Pricing Date: Pricing Quantity: Quantity Type:	PO Date PO Date Current Order Quantity				
5		ADDITIONAL PRODUCTS (DESKTOP)-Device-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU) OPTIONAL 3 OR 5 YEAR?	EA	1.00	0.00	0.00	0.00
		<b>Pricing Agreement:</b> Pricing Date: Pricing Quantity: Quantity Type:	PO Date PO Date Current Order Quantity				
6		ADDITIONAL PRODUCTS (SERVERS)-Device-Computer software:Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU) 3 or 5 YEARS?	EA	1.00	0.00	0.00	0.00
		<b>Pricing Agreement:</b> Pricing Date: Pricing Quantity: Quantity Type:	PO Date PO Date Current Order Quantity				
7		OFFICE 365 SUBSCRIPTION - Microsoft Enterprise Agreement software licenses for Riverside County & surrounding Government Agencies within CA. (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU)	EA	1.00	0.00	0.00	0.00
		<b>Pricing Agreement:</b> Pricing Date: Pricing Quantity: Quantity Type:	PO Date PO Date Current Order Quantity				
8	RI20800-00011	AZURE SUBSCRIPTION SERVICES Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU)	EA	1.00	0.00	0.00	0.00

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<b>Authorized Signature</b> 
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# CONTRACT

County of Riverside  
USA

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Vendor ID 0000044732  
Insight Public Sector Inc  
PO Box 713096  
Columbus OH 43271-3096  
USA

Contract ID		Page	
RIVCO-20800-007-12/16		3 of 5	
Contract Dates	Currency	Rate Type	Rate Date
11/10/2015 to 12/31/2016	USD	CRRNT	PO Date
Description:		Contract Maximum	
MS Enterprise Agreement FINAL		7,700,000.00	

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
Pricing Agreement:		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				
9	RI20800-00012	OTHER SUBSCRIPTION SERVICES Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU)	EA	1.00	0.00	0.00	0.00
Pricing Agreement:		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				

INSIGHT PUBLIC SECTOR IS THE COUNTY OF RIVERSIDE'S MAIN LARS FOR ALL MICROSOFT EA PRODUCTS (PREMIER SERVICES GO THROUGH MS DIRECT FOR PREMIER SUPPORT - USE RIVCO-91800-001-12/15).

\*\*\*\*\*  
PER AMENDMENT #1

Pricing for EA enrollments are based on a Cost plus markup percentage, which will be effective as of the Amendment Effective Date of May 12, 2014.

\*\*\*\*\*  
PRICING OPTION#1 (EXISTING ENROLLMENTS PRIOR TO MAY 12, 2014)

County Entities, CCISDA/MISAC members, and other State agencies already enrolled in a Microsoft EA as of the Effective Date of 11/08/2011.

=====  
Increase contract to \$7.7Mil - Approved on BOS #3-85 on 9/9/2014  
=====

Applications: Added at Signing -2.50%  
Applications: True-Ups 0.00%  
Systems: Added at Signing -2.50%  
Systems: True-Ups 0.00%  
Servers: Added at Signing -2.50%  
Servers: True-Ups 0.00%  
New Additional Products (Non-Specific): Added at Signing -2.50%  
New Additional Products (Non-Specific): True-Ups 0.00%

PRICING OPTION#2 (NEW ENROLLMENTS AFTER MAY 12, 2014)

County Entities, CCISDA/MISAC members, and other State agencies that enroll in a Microsoft EA after the Amendment Effective Date of May 12, 2014.

Applications: Added at Signing 0.00%  
Applications: True-Ups 0.00%  
Systems: Added at Signing 0.00%  
Systems: True-Ups 0.00%  
Servers: Added at Signing 0.00%  
Servers: True-Ups 0.00%  
New Additional Products (Non-Specific): Added at Signing 0.00%  
New Additional Products (Non-Specific): True-Ups 0.00%  
\*\*\*\*\*

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<b>Authorized Signature</b> 
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Updated

# CONTRACT

County of Riverside  
USA

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Contract ID			Page
RIVCO-20800-007-12/16			4 of 5
Contract Dates	Currency	Rate Type	Rate Date
11/10/2015 to 12/31/2016	USD	CRRNT	PO Date
Description:		Contract Maximum	
MS Enterprise Agreement FINAL		7,700,000.00	

Vendor ID 0000044732  
Insight Public Sector Inc  
PO Box 713096  
Columbus OH 43271-3096  
USA

Tax Exempt? N Tax Exempt ID:

PRICING IS BASE ON MS LISTED (LEVEL D-7.5) AND INSIGHT MARKDOWN OF 0.0%.

Reference Microsoft Master Agreement Number 01E73134

All terms, conditions, and specification of RFQ#PUARC-1200 are hereby included with full force and like effect as if set forth herein.

PAYMENT TERMS -Net 30 For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later. Insight will provide County with PO due dates for true-up and annual payments as required.

In the event of contradiction, between the County's and the Seller's conditions, the County's conditions shall prevail.

The County reserves the right to cancel the unexpended balance of this order at any time.

Period of Performance: From January 1, 2016 through December 31, 2016  
Annual Payments are prepaid, contract is opened in November to allow PO's to be linked and processed as of January 1.  
True-up payments will be reconciled in November 2016 to bring accounts current for expenditures throughout the period of performance.  
Final year - end date of December 31, 2016

Not to Exceed: Maximum contract amount \$ 7,700,000.00  
Original Board approval date: #3.27 on November 8, 2011

Insight Contact Information:

Insight Public Sector  
Peter Lonson  
6820 S Harl Ave., Tempe AZ 85283  
Cell: 602.388.2254  
Fax: 480.760.6821  
Peter.lonson@insight.com  
and/or  
Stacy Collins  
Sales Support Representative  
t. 800.467.4448 ext. 5387 | f. 480.760.7164  
Email: scollin2@insight.com

MICROSOFT Representative Contact Information:

Microsoft Corp.  
Mark Starr  
3 Park Plaza, Suite 1800  
Irvine, CA 92614  
909-915-5411 office  
mstarr@microsoft.com

All purchase orders made under this agreement shall be submitted to RCIT (Jenifer Rutherford at RCIT-SoftwareMaint@RivcolT.org). All County departments are required to report spending against this agreement to RCIT to ensure the County does not exceed the BOS approved total amount.

COUNTY DEPARTMENTS: All purchase orders made under this agreement shall be submitted to RCIT (Jenifer Rutherford at RCIT-SoftwareMaint@RivcolT.org). All County departments are required to report spending against this agreement to RCIT to ensure the County does not exceed the BOS approved total amount.

At this time, the enrollments for the following departments have been consolidated into one. If your department is on this list, RCIT will process the purchase order and JV the department. Please submit your request to:  
RCIT-SoftwareMaint@RivcolT.org

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Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

County of Riverside  
USA

Dispatch via Print

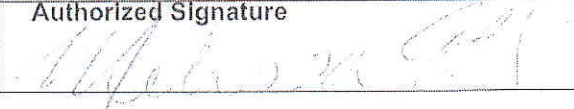
Vendor ID 0000044732  
Insight Public Sector Inc  
PO Box 713096  
Columbus OH 43271-3096  
USA

Contract ID			Page
RIVCO-20800-007-12/16			5 of 5
Contract Dates	Currency	Rate Type	Rate Date
11/10/2015 to 12/31/2016	USD	CRRNT	PO Date
Description:		Contract Maximum	
MS Enterprise Agreement FINAL		7,700,000.00	

Tax Exempt? N Tax Exempt ID:

=====  
Melissa Etter, Procurement Contract Specialist  
County of Riverside Purchasing  
Information Technology Liaison  
3450 14th Street, Riverside CA 92501  
Desk (951) 955-7731  
Email: MEtter@co.riverside.ca.us

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Authorized Signature  


# CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 0000036631  
 PCM Gov Inc  
 1940 East Mariposa Ave.  
 El Segundo CA 90245  
 USA

Contract ID		Page	
RIVCO-20800-005-12/16		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
01/01/2016 to 12/31/2016	USD	CRRNT	PO Date
Description:		Contract Maximum	
Microsoft Enterprise Agreement		0.00	

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order		Maximum / Open	
				Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement software licenses for surrounding Government Agencies within California. MS EA #01E73134	EA	1.00	0.00	0.00	0.00

Pricing Agreement:	Pricing Date:	PO Date
	Pricing Quantity:	PO Date
	Quantity Type:	Current Order Quantity

RFQ#PUARC-1200 F11-11/8/11 3.27  
 Reference Microsoft Master Agreement Number 01E73134.

All terms, conditions, and specification of Microsoft Master Agreement Number 01E73134 are hereby included with full force and like effect as if set forth herein.

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in the Agreement referenced to every political entity, special district, and related non-profit entity in the State of California. It is understood that these entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County of Riverside shall in no way be responsible to CONTRACTOR for other entities' purchases.

Awarded Pricing: D-7.5 Cost plus 1.25% mark-up for applications, systems, servers and new product licenses. Governmental entities using this contract are responsible for contacting the reseller for current pricing.

License Period of Performance: From January 1, 2016 through December 31, 2016. This is the fifth and final year of the MS ELA # 01E73134.

County of Riverside Board of Supervisors approval date: November 8, 2011, agenda item #3.27

PCMG Contact:  
 Danayet Gebremedhin  
 Contracts Administrator  
 Toll Free: 800-625-5468 x55679  
 Tel: 310.354.5679  
 Fax: 310-630-6603  
 RIVERSIDECOUNTY@PCMG.COM

=====  
 For County of Riverside:  
 Melissa Etter, Procurement Contract Specialist  
 County of Riverside Purchasing and Fleet Services  
 2980 Washington Street, Riverside CA 92504  
 Desk (951) 955-7731 / Cell (951) 204-9876  
 Email: MEtter@co.riverside.ca.us

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<p><b>Authorized Signature</b></p>
------------------------------------

# CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 0000134094  
En Pointe Technologies Sales LLC  
PO Box 740545  
Los Angeles CA 90245  
USA

Contract ID			Page	
RIVCO-20800-004-12/16			1 of 1	
Contract Dates	Currency	Rate Type	Rate Date	
01/01/2016 to 12/31/2016	USD	CRRNT	PO Date	
Description:		Contract Maximum		
Microsoft Enterprise Agreement		0.00		

Tax Exempt? N Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order		Maximum / Open	
				Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement software licenses for surrounding Government Agencies within California. MS EA #01E73134	EA	1.00	0.00	0.00	0.00

Pricing Agreement:	Pricing Date:	PO Date
	Pricing Quantity:	PO Date
	Quantity Type:	Current Order Quantity

RFQ#PUARC-1200 F11-11/8/11 3.27  
Reference Microsoft Master Agreement Number 01E73134.

All terms, conditions, and specification of Microsoft Master Agreement Number 01E73134 are hereby included with full force and like effect as if set forth herein.

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in the Agreement referenced to every political entity, special district, and related non-profit entity in the State of California. It is understood that these entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County of Riverside shall in no way be responsible to CONTRACTOR for other entities' purchases.

Awarded Pricing: D-7.5 Cost plus 0.25% mark-up for applications, systems, servers and new product licenses. Governmental entities using this contract are responsible for contacting the reseller for current pricing.

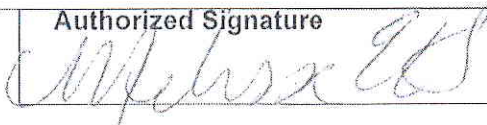
License Period of Performance: From January 1, 2016 through December 31, 2016. This is the fifth and final year of the MS ELA # 01E73134.

County of Riverside Board of Supervisors approval date: November 8, 2011, agenda item #3.27

En Pointe Contact:  
Imran Yunus | Director SLED Sales  
En Pointe Technologies Sales LLC.  
Office: 310-337-5908 | Mobile: 310-766-0124 | Fax: 310-258-2310  
Email: iyunus@enpointe.com

=====  
For County of Riverside:  
Melissa Etter, Procurement Contract Specialist  
County of Riverside Purchasing and Fleet Services  
2980 Washington Street, Riverside CA 92504  
Desk (951) 955-7731 / Cell (951) 204-9876  
Email: MEtter@co.riverside.ca.us

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Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature  


CONSENT TO ASSIGNMENT  
of the  
IT Hardware and Services Agreement  
for the  
COUNTY OF RIVERSIDE

---

This Consent to Assignment is agreed to and is effective as of October 8, 2015 by and between the County of Riverside ("COUNTY") and Enpointe Technologies Sales, LLC ("Enpointe" or "CONTRACTOR").

**RECITALS**

A. On July 11, 2013, the COUNTY and the original CONTRACTOR (Enpointe Technologies Sales, Inc.) entered into an agreement for various IT hardware and services ("Agreement").

B. The Agreement may not be assigned without the prior written consent of COUNTY. Enpointe Technologies Sales, Inc.; has recently changed name to Enpointe Technologies Sales, LLC, requiring this consent to assignment and transfer of the Agreement to the name of Enpointe Technologies Sales, LLC.

**OPERATIVE PROVISIONS**

1. COUNTY consents to the assignment by CONTRACTOR of the Agreement to Enpointe Technologies Sales, LLC and the corresponding name for this Agreement to be changed to Enpointe Technologies Sales, LLC.

2. All terms of the Agreement, inclusive of obligations and liabilities, shall be and remain fully applicable to Enpointe Technologies Sales, LLC and the services to be performed by Enpointe Technologies Sales, LLC shall remain unchanged. All references in the Agreement to CONTRACTOR shall now be understood to refer to Enpointe Technologies Sales, LLC.


3. All correspondence and notices required or contemplated by the Agreement shall be delivered to CONTRACTOR at the following address:


/


1  
1  
EM POINTE  
Enpointe Technologies Sales LLC  
ATTN: Wasi Ahmed  
1940 E. Mariposa  
El Segundo, CA 90245


AGREED:

COUNTY:  
County of Riverside  
Attn: Rick Hai  
2980 Washington St.  
Riverside, CA 92504

By:   
Name: Richard R. Hai  
Title: Procurement Contract Specialist  
Date: 10/08/2015

EM POINTE   
CONTRACTOR:  
Enpointe Technologies Sales, LLC  
Attn: Wasi Ahmed  
1940 E. Mariposa  
El Segundo, CA 90245

By:   
Name: Wasi Ahmed  
Title: Director of Operations  
Date: 10/8/2015

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE