



City of Palo Alto

City Council Staff Report

(ID # 5163)

Report Type: Consent Calendar

Meeting Date: 12/15/2014

Summary Title: Microsoft True Up

Title: Approval of a Contract Amendment to CompuCom Systems, Inc., in the Amounts of \$194,470 for Annual Microsoft Licensing True-Up, \$70,147 for Office365, and \$27,000 for a contract contingency - Contract C12144913; and Adoption of a Budget Amendment Ordinance in the Information Technology Fund in the Amount of \$291,617

From: City Manager

Lead Department: IT Department

Recommendation

Staff recommends that Council approve and authorize the City Manager or designee to execute the following:

- 1) Contract amendment with CompuCom Systems Inc. in the amount of \$194,470 to pay for the City's annual True-Up for Microsoft licensing.
- 2) Contract Amendment with CompuCom Systems Inc. in the amount of \$5,401 for the January 2015 monthly costs of Office 365 online licenses and an additional \$64,746 for the annual contract cost of Office 365 online licenses.
- 3) Authorize a 10% contingency of \$27,000 for any unforeseen licensing needs.
- 4) Adopt a Budget Amendment Ordinance, appropriating \$291,617 for the True-Up, for the January and annual payment of the Office 365 licenses, and a 10% contingency offset with a reduction in the Technology Fund Ending Fund Balance.

Executive Summary

Every year the City is responsible for reporting to CompuCom additional Microsoft licenses that were used during the year, but were not part of the original agreement. This process is called the "True-Up" process. CompuCom generates a quote for the additional licenses identified. Also, the City added 1,100 Office 365 online licenses to the contract with CompuCom in an effort to reduce full licensing costs and gain functionality such as SharePoint Online, OneDrive, and OfficeWebApps.

Background

On April 23, 2012, Council approved contract C12144913 with CompuCom Systems Inc. for a Microsoft Enterprise Agreement (MEA) (Staff Report: 2649) for 4,260 licenses for various Microsoft software programs. This agreement was initially executed by the County of Riverside, California (RIVCO-20800-(002-007)-12/12 and is extended to local agencies. The MEA covers all Microsoft licensing and maintenance at an annual cost of \$210,617 and is valid through December 2016.

Discussion

As part of the True-Up process, the following additional Microsoft licenses were identified as being needed due to an increase in demand:

Qty	Description	Cost
100	MS Office	\$37,645
100	Windows Professional	\$10,912
100	Core Cal Licenses	\$15,137
33	Windows Server	\$23,126
80	Visio	\$37,631
50	MS Project	\$45,851
6	Exchange Server	\$23,480
15	Windows Server Data Center	\$688
		\$194,470

These changes total \$194,470, which will be paid as a one-time fee to CompuCom, and will true-up the actual number of licenses used by City staff through January 2015. The cost associated on this True-Up includes the license cost of these items as well as the Software Assurance for the remaining years on the agreement. Software Assurance provides the City with Planning Services to enable efficient deployment of licenses and solutions, in-person and online training for IT and end users as well as rights to new software releases during the term of the agreement at no additional cost.

The City added 1,100 Office 365 online licenses to the contract with CompuCom, instead of purchasing 1,100 Enterprise Exchange Cal licenses in an effort to reduce full licensing costs and gain functionality. The monthly cost of the Office 365 licenses (January 2015) is \$5,401, and the annual cost, starting in February 2015, is \$64,746.

By utilizing Office 365 online licensing, the City can gain many benefits such as:

- Supporting the IT Department’s Cloud-First strategy
- Reducing the cost of Enterprise Exchange Cal licenses which get utilized as staff is added to all departments in the City to be able to access email, Staff would like to replace those licenses with online licenses.
- Allowing staff to utilize collaboration features such as SharePoint Online,

OneDrive and OfficeWebApps.

- Using these online licenses does not lock the City into using Office 365. As discussed during the Fiscal Year 2015 budget process, staff is evaluating which Cloud-based Communication and Productivity Suite will best meet the needs of the City. This evaluation and deployment of a new suite is anticipated to be finished by the end of Fiscal Year 2015.

A contingency of ten percent (\$27,000) is recommended to be allocated for Microsoft licensing in order to fund any unforeseen licensing purchase needs that occur.

Resource Impact

Funding in the amount of \$291,617 will be appropriated from the Technology Fund Ending Fund Balance to pay for the true-up of licenses through January 2015, the addition of Office 365 licenses, and a contract contingency for additional unforeseen licensing needs.

The addition of the Office 365 licenses will bring the total annual contract cost with CompuCom to \$275,363, and the actions recommended in this memorandum will fund these costs in FY 2015. In order to fully fund these costs in FY 2016, a base budget adjustment will be recommended as part of the FY 2016 Budget process to increase the ongoing annual funding for the contract in the IT Department from \$210,617 to \$275,363.

Environmental Review

Approval of these contracts do not constitute a project under the California Environmental Quality Act (CEQA); therefore, no Environmental Assessment is required.

Attachments:

- City of Palo Alto True Up Quote (PDF)
- City of Palo Alto Office 365 Add-On Quote (PDF)
- Microsoft Enterprise Agreement (PDF)
- BAO XXXX - Microsoft Licensing True-up (DOCX)
- City of Palo Alto Signed Agreement 12.9.14 (PDF)

CompuCom - software quote

Quoted by Miles Allarea, CompuCom Systems Inc., 7171 Forest Lane, Dallas, TX 75230

Phone 916-934-6023 miles.allarea@compucom.com

Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.

Quoted to: City of Palo Alto

Year 3 of 5 Revision #1

Date 9/8/2014

EA#

6849237

Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"

Quantity	Part #	Description	Unit Price	Ext. Price
		True Up		
100	269-12445	OfficeProPlus ALNG LicSAPk MVL Pltfrm	\$376.45	\$ 37,645.00
100	FQC-02462	WinPro ALNG UpgrdSAPk MVL Pltfrm	\$109.12	\$ 10,912.00
100	W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	\$151.37	\$ 15,137.00
33	P73-00203	WinSvrStd ALNG LicSAPk MVL	\$700.78	\$ 23,125.74
80	D87-01057	VisioPro ALNG LicSAPk MVL	\$470.39	\$ 37,631.20
50	H30-00237	PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	\$917.02	\$ 45,851.00
6	395-02412	ExchgSvrEnt ALNG LicSAPk MVL	\$3,913.34	\$ 23,480.04
		Step Up		
15	P71-01500	WinSvrDataCtr ALNG SASU MVL WinSvrEnt 1Proc	\$45.84	\$ 687.60
	Product-total			\$ 194,469.58
	Sub-Total			\$ 194,469.58
	Tax	Please write "electronic delivery only" on your PO		\$ -
	Shipping			No Charge
	Total	Onetime Payment		\$ 194,469.58

Prices good for 30 days

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by CompuCom) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment. CompuCom provides no independent warranties, indemnities or liabilities. Public Sector Disclosure: CompuCom may receive incentive fees for public sector EA transactions.

CompuCom - software quote				
Quoted by Miles Allarea, CompuCom 7171 Forest Lane, Dallas TX 75230				
Phone 916-934-6023 miles.allarea@compucom.com				
Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.				
Quoted to:	City of Palo Alto			
	Office 365 Add On Revision #2			
Date	12/1/2014			
	EA#			
	6849237			
Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"				
Quantity	Part #	Description	Unit Price	Ext. Price
1 Months Payment				
1,100	6U3-00003	O365GovE3 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCALw/OPP	\$4.91	\$ 5,401.00
Year 2 Annual Payment				
1,100	6U3-00003	O365GovE3 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCALw/OPP	58.86	\$ 64,746.00
Year 3 Annual Payment				
1,100	6U3-00003	O365GovE3 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCALw/OPP	58.86	\$ 64,746.00
	Tax	Please write <i>Electronic Delivery Only</i> on your order		\$0.00
Prices good for 30 days				
Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by CompuCom) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.				



City of Palo Alto

City Council Staff Report

(ID # 2649)

Report Type: Consent Calendar

Meeting Date: 4/23/2012

Summary Title: Award of MEA Contract to CompuCom Systems Inc

Title: Approval of Contract C12144913 with CompuCom Systems Inc. in the Amount of \$210,617.28 per year for Microsoft Enterprise Agreement (MEA)

From: City Manager

Lead Department: IT Department

Staff recommends that Council:

1. Approve and authorize the City Manager to execute a one year agreement with four one year follow on options of the Microsoft Enterprise Agreement with CompuCom Systems, Inc, using the Terms and Conditions set forth by the County of Riverside, California, Microsoft Enterprise Agreement (MEA) (RIVCO-20800-(002-007)-12/12, in the amount of \$210,617.28 per year, for Microsoft Licensing and Maintenance.
2. Authorize the City Manager or his designee to negotiate and execute one or more change orders or amendments to the contract with CompuCom Systems, Inc., for additional but unforeseen licensing and maintenance needs which may develop during the term of this contract, the total value of which shall not exceed \$105,308.64 Change orders or amendments may become necessary as the City moves forward with its move to Windows 7. There are new capabilities in this product that may require installation of new Microsoft software; such as Microsoft System Center Configuration Manager (SCCM) with Operating System Deployment (OSD), Microsoft System Center Virtual Machine Manager (SCVMM) and possibly System Center Operations Manager (SCOM).

EXECUTIVE SUMMARY

This is a support services contract for Microsoft Product Licensing and Maintenance as described in the original Riverside County MEA, dated November 28, 2011 and goes through December 31, 2016. The City of Palo Alto has used the Riverside MEA since 2005. This is a renewal of the City's MEA with a change of vendor providing the licenses and maintenance of the licenses.

Riverside's sheer volume of licenses of Microsoft products used has allowed them to obtain deep discounts on these products. This discount is allowed to be passed on to other agencies within the state. The Riverside agreement has various third party

suppliers of Microsoft products. Because of this it was necessary for the City to send out a request for quotation to these vendors, so that the City would obtain the most advantageous quote for the City's needs.

BACKGROUND

The support services contract is for 4,260+/- licenses for the MEA software used by the City. Each employee uses at least four Microsoft licensed products to perform their daily duties. These licenses include, but are not limited to; Microsoft Office Suite, Microsoft Outlook, Microsoft Calendar, etc. The MEA allows the City to keep up with the most current version of Microsoft products with no additional cost to the City. Microsoft software is the standard for all City departments. Microsoft is used for word processing, spreadsheet processing, database creation and management, etc.

Support services consist of product support, including telephone technical assistance and update subscription services providing Microsoft product upgrades, maintenance releases and patches as Microsoft makes them available. The telephone assistance to be provided will take the form of a 24 hours a day, 7 days a week support hotline available to only designated points of contact (POC) defined by the City; as well as enjoy access to Microsoft's on-line support system.

CompuCom Systems, Inc. was chosen as the City's provider of Microsoft products as it is an approved vendor of Microsoft Products per the Riverside County MEA and a City issued RFQ.

Summary of City Piggyback Process [AKA PAMC 2.360 (k)]

Microsoft EA	
Proposed Length of Project	60 months
Number of Solicitations Emailed to Riverside Contract Providers	3
Total Days to Respond to Bid	8
Pre-Bid Meeting	N/A
Number of Company Attendees at Pre-Bid Meeting	N/A
Number of Bids Received:	2
Bid Price Range	From a low of \$210,617.28 per year to a high of \$225,676.86 per year.

Staff has reviewed all bids submitted and recommends that the bid of \$210,617.28 per year submitted by CompuCom Systems, Inc. be accepted.. Staff would utilize a standard contract negotiated by Riverside County on behalf of State and local government entities. The Riverside County contract RIVCO-20800-(002-007)-12/12 provides the City with a financial savings of approximately \$1,719.12 per year or \$8,595.60 over the term of the contract.

RESOURCE IMPACT

The contract will be in the amount of \$210,617.28 per year (plus applicable taxes) and the funds are included in the FY 2012 Applications Maintenance Internal Service Fund Budget.

ENVIRONMENTAL ASSESSMENT

Approval of this contract amendment does not constitute a project under California Environmental Quality Act (CEQA). Therefore, no Environmental Assessment is required.

Attachments:

- Attachment A: County of Riverside Bid Response (PDF)
- Attachment B: County of Riverside MEA AWARD (PDF)
- Attachment C: County of Riverside Reseller Agreements AR-M550N_20120223_012330 (PDF)
- Attachment D: County of Riverside MEA RFQ PUARC-1200 (PDF)
- Attachment E: County of Riverside MEA Program form (PDF)
- Attachment F: County of Riverside MEA Agreement 03.27 (PDF)
- Attachment G: CompuCom Bid (PDF)
- Attachment H: Late renewal ammendment (PDF)
- Attachment I: Enrollment form (DOCX)
- Attachment J: Product selection form (DOCX)
- Attachment K: Signature_Page (PDF)

Prepared By: K.B. Paige, Senior Technologist

Department Head: Jonathan Reichental, Chief Information Officer

City Manager Approval:


James Keene, City Manager

PUARC-1200 RECAP

ExcelFormat : Bid Tabulation By Vendor

Version: 1

Bid: RFQ #PUARC-1200 - Microsoft Enterprise License

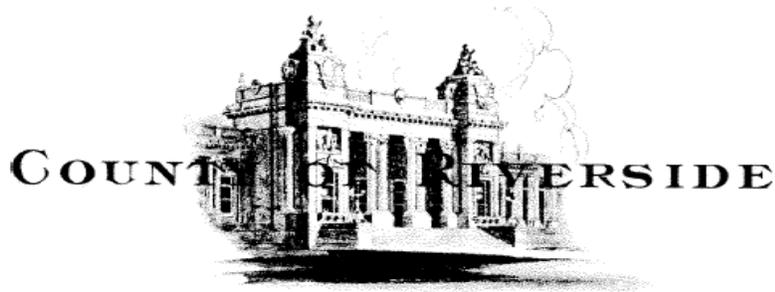
End Date: Oct. 11, 2011@1:30PM

Item Name	Softchoice Corporation		PC Mall Gov, Inc.		EnPointe Technologies Sales Inc		Dell Marketing, L.P.		CompuCom Systems, Inc.		Insight Public Sector, Inc.	
	Level D-7.5 Cost plus mark up %		Level D-7.5 Cost plus mark up %		Level D-7.5 Cost plus mark up %		Level D-7.5 Cost plus mark up %		Level D-7.5 Cost plus mark up %		Level D-7.5 Cost plus mark up %	
Applications	Added at Signing	2%	Added at Signing	1.25%	Added at Signing	0.25%	Added at Signing	0.00%	Added at Signing	-1.50%	Added at Signing	-2.50%
Applications	True-ups	4%	True-ups	1.25%	True-ups	0.25%	True-ups	0.00%	True-ups	-0.50%	True-ups	0.00%
Systems	Added at Signing	2%	Added at Signing	1.25%	Added at Signing	0.25%	Added at Signing	0.00%	Added at Signing	-1.50%	Added at Signing	-2.50%
Systems	True-ups	4%	True-ups	1.25%	True-ups	0.25%	True-ups	0.00%	True-ups	-0.50%	True-ups	0.00%
Servers	Added at Signing	2%	Added at Signing	1.25%	Added at Signing	0.25%	Added at Signing	0.00%	Added at Signing	-1.50%	Added at Signing	-2.50%
Servers	True-ups	4%	True-ups	1.25%	True-ups	0.25%	True-ups	0.00%	True-ups	-0.50%	True-ups	0.00%
New Additional Products (Non-Specific)	Added at Signing	2%	Added at Signing	1.25%	Added at Signing	0.25%	Added at Signing	0.00%	Added at Signing	-1.50%	Added at Signing	-2.50%
New Additional Products (Non-Specific)	True-ups	4%	True-ups	1.25%	True-ups	0.25%	True-ups	0.00%	True-ups	-0.50%	True-ups	0.00%

SUMMARY: Recap Cost is provided at a level D-7.5 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 responsible bidder for this commodity.

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.



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

Ines Mark
Procurement Contract Specialist

NIGP CODE: 20800, 20811

CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 0000026616
Pc Mail
File 55327
Los Angeles CA 90074-5327
USA

Contract ID		Page	
RIVCO-20800-005-12/12		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
01/01/2012 to 12/31/2012	USD	CRRNT	PO Date
Description:		Contract Maximum	
Microsoft Enterprise Agreement		0.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California	1.00	0.00	0.00	0.00

Pricing Agreement: Pricing Date:
Pricing Quantity:
Quantity Type:

RFQ#PUARC-1200F11-11/8/11 3.27
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.

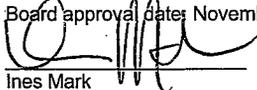
PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later.

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.

Period of Performance: From January 1, 2012 through December 31, 2012.
Year: 1 of 5, final year end date of December 31, 2016.

Board approval date: November 8, 2011


Ines Mark
Procurement Contract Specialist
County of Riverside- Purchasing and Fleet Services
Voice: (951) 955-4944
Fax: (951) 955-4946
E-mail: imark@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 0000015980
 En Pointe Technologies
 PO Box 514429
 Los Angeles CA 90051
 USA

Contract ID			Page	
RIVCO-20800-004-12/12			1 of 1	
Contract Dates	Currency	Rate Type	Rate Date	
01/01/2012 to 12/31/2012	USD	CRRNT	PO Date	
Description:			Contract Maximum	
Microsoft Enterprise Agreement			0.00	
Allow Multicurrency PO				

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California	1.00	0.00	0.00	0.00

Pricing Agreement: Pricing Date:
 Pricing Quantity:
 Quantity Type:

RFQ#PUARC-1200F11-11/8/11 3.27
 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.

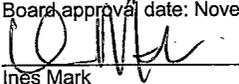
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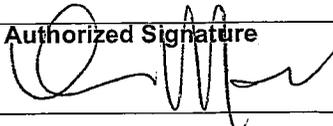
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CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 0000000033
Compucom Systems Inc
7171 Forest Lane
Dallas TX 75230
USA

Contract ID		Page	
RIVCO-20800-002-12/12		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
01/01/2012 to 12/31/2012	USD	CRRNT	PO Date
Description:		Contract Maximum	
Microsoft Enterprise Agreement		0.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California	1.00	0.00	0.00	0.00

Pricing Agreement: Pricing Date:
Pricing Quantity:
Quantity Type:

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.

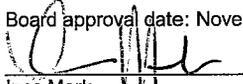
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CONTRACT

County of Riverside

Dispatch via Print

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

Contract ID RIVCO-20800-003-12/12		Page 1 of 1	
Contract Dates 01/01/2012 to 12/31/2012	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: Microsoft Enterprise Agreement		Contract Maximum 0.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California	1.00	0.00	0.00	0.00

Pricing Agreement: Pricing Date:
 Pricing Quantity:
 Quantity Type:

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.

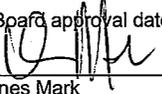
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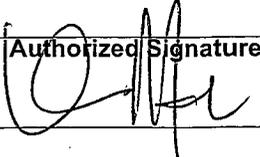
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Dispatch via Print

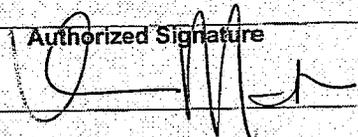
Vendor ID 0000044732
 Insight Public Sector Inc
 6820 South Harl Avenue
 Tempe AZ 85283
 USA

Contract ID		Page	
RIVCO-20800-007-12/12		1 of 3	
Contract Dates	Currency	Rate Type	Rate Date
11/08/2011 to 12/31/2012	USD	CRRNT	PO Date
Description:		Contract Maximum	
Microsoft Enterprise Agreement		6,000,000.00	

Tax Exempt? N	Tax Exempt ID:	Minimum Order		Maximum / Open		
Line #	Vendor Item ID	Item Desc	Qty	Amt	Qty	Amt
1	RI20800-00002	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	1.00	0.00	0.00	0.00
		Pricing Agreement:	Pricing Date: Pricing Quantity: Quantity Type:			
		Electronic Software Delivery				
2	RI20800-00003	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	1.00	0.00	0.00	0.00
		Pricing Agreement:	Pricing Date: Pricing Quantity: Quantity Type:			
		Electronic Software Delivery				
3	RI20800-00004	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	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
6820 South Harl Avenue
Tempe AZ 85283
USA

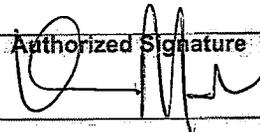
Contract ID RIVCO-20800-007-12/12		Page 2 of 3	
Contract Dates 11/08/2011 to 12/31/2012	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: Microsoft Enterprise Agreement		Contract Maximum 6,000,000.00	

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
Pricing Agreement: Pricing Date: Pricing Quantity: Quantity Type: Electronic Software Delivery						
4	R120800-00005	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	1.00	0.00	0.00	0.00
Pricing Agreement: Pricing Date: Pricing Quantity: Quantity Type: Electronic Software Delivery						
5	R120800-00006	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?	1.00	0.00	0.00	0.00
Pricing Agreement: Pricing Date: Pricing Quantity: Quantity Type: Electronic Software Delivery						
6	R120800-00007	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?	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
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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
6820 South Harl Avenue
Tempe AZ 85283
USA

Contract ID	RIVCO-20800-007-12/12		Page	3 of 3			
Contract Dates	11/08/2011 to 12/31/2012	Currency	USD	Rate Type	CRRNT	Rate Date	PO Date
Description:	Microsoft Enterprise Agreement		Contract Maximum		6,000,000.00		

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Pricing Agreement:	Pricing Date: Pricing Quantity: Quantity Type:				

Electronic Software Delivery

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.

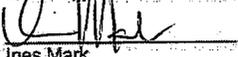
PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later.

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, 2012 through December 31, 2012.
Year: 1 of 5, final year end date of December 31, 2016.

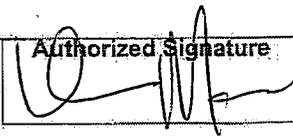
Not to Exceed: Maximum contract amount \$ 6,000,000.00
Board approval date: November 8, 2011


Ines Mark
Procurement Contract Specialist
County of Riverside- Purchasing and Fleet Services
Voice: (951) 955-4944
Fax: (951) 955-4946
E-mail: imark@co.riverside.ca.us

Sign: 
Name: David Cristal
Title: Vice-President - General Manager
Company: Insight Public Sector, Inc.
Address: 6820 S. Harl Ave.
Tempe, AZ 85283
Voice: 800-467-4448 x3071
Fax: 480-760-9488
E-mail: erica.falchetti@insight.com

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 0000044719
Softchoice Corporation
314 W. Superior, Suite 402
Chicago IL 60654
USA

Contract ID		Page	
RIVCO-20800-006-12/12		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
01/01/2012 to 12/31/2012	USD	CRRNT	PO Date
Description:		Contract Maximum	
Microsoft Enterprise Agreement		0.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1		Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California	1.00	0.00	0.00	0.00

Pricing Agreement: Pricing Date:
Pricing Quantity:
Quantity Type:

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 - 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.

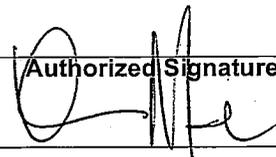
The County reserves the right to cancel the unexpended balance of this order at any time.

Period of Performance: From January 1, 2012 through December 31, 2012.
Year: 1 of 5, final year end date of December 31, 2016.

Board approval date: November 8, 2011


Ines Mark
Procurement Contract Specialist
County of Riverside- Purchasing and Fleet Services
Voice: (951) 955-4944
Fax: (951) 955-4946
E-mail: imark@co.riverside.ca.us

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Authorized Signature

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

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 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** accept 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, 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. 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.

5.0 TIMELINE	DATES:
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.	Must be submitted by: Date: October 3, 2011 Time: 1:30 PM
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com	October 11, 2011 at 1:30 PM
4. TENTATIVE DATE FOR AWARDDING 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 and 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 and 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.

Microsoft | Volume Licensing

Program Signature Form

MBA/MBSA number

SGN

CA-Fsilver-CORIV41

Agreement number

01E73134

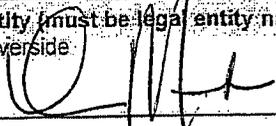
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-02032
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Enterprise Agreement Amendment	CTM / NEW
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name)* County of Riverside	Microsoft Licensing, GP
Signature* 	Signature 
Printed Name* INES MARK	Printed Name Mestis Felteke
Printed Title* PROCUREMENT CONTRACT SPECIALIST	Printed Title Program Manager, Compliance
Signature Date* 11/20/2011	Signature Date NOV 23 2011 <small>(date Microsoft Affiliate countersigns)</small>

Tax ID: 95-5000930	Effective Date <small>(may be different than Microsoft's signature date)</small> 11/30/11
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*indicates required field

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

Customer	Outsourcer
Name of Entity (must be legal entity name) *	Name of Entity (must be legal entity name) *
Signature *	Signature *
Printed Name *	Printed Name *
Printed Title *	Printed Title *
Signature Date *	Signature Date *

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
 Dept. 557, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Prepared By: Name of Preparer
Email of Preparer

Enterprise Agreement
Amendment ID CTM

CA Silver CORV41

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Agreement identified above "the agreement". The following terms and conditions amend the terms and conditions of the agreement identified above with respect to the customer identified below and its enrolled affiliates. *This amendment provides changes in accordance with the requests of the County of Riverside and allows for a discount pursuant to the more than 200,000 desks currently participating under the County of Riverside Enterprise Agreement number 01E69633.*

1. Section 2. e. of the Enterprise agreement is hereby amended and replaced in its entirety as follows:

e. Establishing price levels. Each product is assigned to one of the following pools: applications, systems or servers. An enrolled affiliate's prices are based on the "price level" for which it qualifies in each individual product pool. *Price levels are established for enterprise products at level D-7.5% and additional products at level D for all enrollments unless otherwise specified in an amendment to a specific enrollment.*

Product pools from which an enterprise product has been ordered.

Generally, for each product pool from which an enrolled affiliate orders an enterprise product, the price level throughout the initial term of the enrollment for any enterprise products shall be D-7.5% and additional products ordered from that pool will be priced at level D-7.5% for the initial order at the time of enrollment. *True-up pricing shall be D-7.5% for enterprise and additional products ordered at the time of enrollment.*

When the user CALs are ordered, the price level for any enterprise products or additional products ordered from the server pool is established as follows:

• If the user CALs are ordered as part of the Platform, then that price level is set as provided in the general rule.

• If the user CALs are ordered in any other way, then that price level will be set based on the enrolled affiliate's initial number of qualified users.

Product pools from which no enterprise product has been ordered. For any product pool from which the enrolled affiliate does not order an enterprise product, the price level for additional products within that pool will be price level "D" throughout the term of the enrollment (including any renewals).

Renewal price levels. Generally, price levels for pools from which an enterprise product has been ordered will be level D-7.5% for Enterprise products and level D-7.5% for additional products at the initial order at the time of enrollment. *True-up pricing shall be D-7.5% for enterprise and additional products ordered at the time of enrollment.*

When renewing with the user CALs, the price level for any enterprise products or additional products ordered from the server pool is established as follows:

• If the user CALs are renewed as part of the platform, then that price level is reset as provided in the general rule.

- If the user CALs are renewed in any other way, then that price level will be the price level which the enrolled affiliate qualifies based on the enrolled affiliate's total number of qualified users as of the date of the renewal order.

2. A new section 15. q. is added to the agreement as follows:

The County of Riverside has required us to provide a 36 month and 60 month enrollment offering per your original RFP and final award. Enrolled affiliates may terminate their enrollments for their convenience without penalty on the third anniversary of their enrollment (or at any other time as permitted by California law) subject to proportional licensing as set forth in Section 12.e. of the agreement.

3. A new section 15. r. is added to the agreement as follows:

Microsoft agrees to locate all Exchange Online, SharePoint Online, and Lync Online servers (and their directly attached storage) that will be accessed by Customer's users in production and disaster recovery datacenters only in the continental United States, provided that the Windows Live ID associated with the administrator account for the online services identified for the applicable Enrollment is associated with an address in the United States.

This amendment must be attached to a signature form to be valid.

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

FROM: Purchasing and Fleet Services and Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
November 2, 2011

SUBJECT: APPROVAL OF MICROSOFT ENTERPRISE AGREEMENT

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

FINANCIAL DATA	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

SOURCE OF FUNDS:	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

Consent Policy
 Consent Policy

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

Prev. Agn. Ref.: 3.33, 6/17/08; 3.55, 6/29/01	District:	Agenda Number:
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3.27

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 11/3/11
 Departmental Concurrence

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

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.

CompuCom Systems Inc.
 7171 Forest Lane
 Dallas TX 75230
www.compucom.com
 Wednesday, April 04, 2012



Adrian Brown, JD
 Contract Administrator
 Purchasing & Contract Administration
 City of Palo Alto
 Mezzanine Floor
 250 Hamilton Ave
 Palo Alto, CA 94303

Dear Mr. Brown,

Please find below our response for bid to renew your upcoming Microsoft Enterprise Agreement. This annual payment is valid for either a 3 year or a 5 year term. Please let me know if you have any questions.

144913 Microsoft Enterprise License, Volume Licensing for City of Palo Alto, California; Piggyback to Riverside County, California RFQ No. PUARC-1200 (MS Agreement Number 01E73134, Riverside Contract No. RIVCO-20800-002-12/12)

EA Annual Payment

Microsoft Part Number:	Product Description:	Unit Price:	Quantity:	Total:
269-12442	OfficeProPlus ALNG SA MVL Pltfrm	\$77.41	1000	\$77,410.00
FQC-02460	WinPro ALNG SA MVL Pitfrm	\$28.44	1000	\$28,440.00
W06-01072	CoreCAL ALNG SA MVL Pitfrm UsrCAL	\$29.41	1000	\$29,410.00
359-00961	SQLCAL ALNG SA MVL UsrCAL	\$24.05	1000	\$24,050.00
395-02504	ExchgSvrEnt ALGN SA MVL	\$595.99	3	\$1,787.97
810-04760	SQLSvrEnt ALGN SA MVL	\$1,264.14	15	\$18,962.10
9JD-00053	VSUltwMSDN ALGN SA MVL	\$1,503.14	4	\$6,012.56
D87-01159	VisioPro ALGN SA MVL	\$78.29	40	\$3,131.60
H21-00591	PrjctSvrCAL ALGN SA MVL UsrCAL	\$23.62	75	\$1,771.50
H22-00475	PrjctSvr ALGN SA MVL	\$724.78	1	\$724.78
H30-00238	PrjctPro ALGN SA MVL w1PRJCTSvrCAL	\$152.64	50	\$7,632.00
P72-00188	WinSvrEnt ALGN SA MVL	\$346.82	15	\$5,202.30
P73-00226	WinSvrStd ALGN SA MVL	\$106.71	57	\$6,082.47
		Total	4260	\$210,617.28

Brief description of CompuCom's value adds around the EA

CompuCom takes our Microsoft relationship seriously; Microsoft is worth 80% of our State of California Public Sector software business, so we have to make sure we do it right! CompuCom employs 4 outbound (California based) Software Specialists, plus 4 dedicated Software Only support personnel located in Dallas. These 8 specialists only support software sales to State and Local Government in California.

Our 4 outbound CompuCom Software Licensing Specialists are Microsoft MCPs and SIIA Certified Software Managers; they can help you maneuver around the intricacies of the Software Licensing Agreement's language and definition.

Your CompuCom Local Software Licensing Specialist will guide you through the annual True-Up process by providing detailed instructions and reports approximately 2 to 3 months prior to your anniversary date.

CompuCom's detailed reports help you anticipate annual payments for budget purposes, plus provide valuable information when you're counting your assets for future purchases.

Regards,

Miles Allarea
Software Solutions Specialist
Phone 916-934-6023

Pass-Through Warranty and Other Rights

As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by CompuCom) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment. All prices are subject to change based on re-leveling by Microsoft or change of reseller incentives by Microsoft.

Enterprise Enrollment

Amendment ID M55

000-cgodfrey-S-386

For the purposes of this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

Entity may submit a renewal order no later than 90 days after the expiration date of Enrollment/Authorization number 6880181, so long as the effective date of Entity's renewal order starts one day following the expiration of the previous term.

In the absence of this Amendment or an on-time renewal order, Entity loses the opportunity to renew Software Assurance, and Subscription Licenses may be impacted.

This Amendment must be attached to a signature form to be valid.



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID	
Previous Enrollment number <i>(Reseller to complete)</i>	6880181	Earliest expiring previous Enrollment end date ¹	1/31/12

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

As a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 60 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day. The 60-month initial term is required by the The County of Riverside as indicated in the original request for proposal and final award. Customer may terminated this Enrollment for its convenience without penalty on the third anniversary of this Enrollment (or at any other time as permitted by California law) subject to proportional licensing as set forth in Section 7d of the Agreement.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Qualified Device” means any personal desktop computer, portable computer, workstation, or similar device that is used by or 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).

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Purpose.

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. Product Use Rights, Qualifying Systems Licenses and Transitions.

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.
- b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

- c. **Transitions.** The following requirements apply to Transitions:
 - (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
 - (ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
 - (iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
 - (iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
 - (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.

- (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
- (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
 - (i) Any future pricing (if applicable); and
 - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

5. Order requirements.

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted).

Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

(i) Enterprise Products. Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

(ii) Additional Products. For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).

(iii) Online Services. For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

(iv) Late true-up order. If the true-up order is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
- 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(v) Transitions. Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.

(vi) Subscription License Reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

- 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vii) Update statement. An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

- d. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
 - (iii)** If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
 - (iv)** If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

7. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. If Enrolled Affiliate elects not to renew.**
 - (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3%

administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Online Services not eligible for an Extended Term. If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) Customer Data. Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the agreement.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Affiliates are included in the Enterprise. Check only one box in this section:

Enrolled Affiliate

Enrolled Affiliate and the following Affiliate(s):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)* City of Palo Alto

Contact name* First KB **Last** Paige

Contact email address* KB.Paige@cityofpaloalto.org

Street address* 250 Hamilton Ave

City* Palo Alto **State/Province*** CA

Postal code* 94301

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* USA

Phone* 650-617-3109 **Fax**

Tax ID

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may

grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as primary contact

Name of entity* CompuCom Systems, Inc

Contact name* First Bruce **Last** Valentin

Contact email address* bvalenti@compucom.com

Street address* 7171 Forest Lane

City* Dallas **State/Province*** TX

Postal code* 75230-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* USA

Phone* 972-856-4617 **Fax**

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

c. **Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

Microsoft account manager name: Gina Kirby

Microsoft account manager email address: gkirby@microsoft.com

d. **Media delivery contact (DO NOT COMPLETE IF ATTACHING MEDIA ELECTION FORM).**

This is the contact at the ship to/electronic delivery address.

Same as notices contact and Online Administrator

Name of entity* City of Palo Alto

Contact name: First* KB **Last*** Paige

Contact email address (required for online access)* KB.Paige@cityofpaloalto.org

Street address (no PO boxes accepted)* 250 Hamilton Ave

City* Palo Alto **State/Province*** CA

Postal code* 94301 -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* USA

Phone* 50-617-3109 **Fax**

e. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as notices contact and Online Administrator

Name of entity* City of Palo Alto

Contact name*: First KB **Last** Paige

Contact email address* KB.Paige@cityofpaloalto.org

Street address* 250 Hamilton Ave

City* Palo Alto **State/Province*** CA **Postal code*** 94301

Country* USA

Phone* 50-617-3109 **Fax**

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

f. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CompuCom Systems, Inc.

Street address (PO boxes will not be accepted)* 7171 Forest Lane

City* Dallas **State/Province*** TX **Postal code*** 75230

Country* US

Contact name* Bruce Valentin

Phone* 972-856-4617 **Fax** 972-856-0265
Contact email address* bvalentin@compucom.com

The undersigned confirms that the information is correct.

Name of Reseller*
Signature* _____
Printed name* Bruce E. Valentin
Printed title* Microsoft Licensing Specialist
Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- g.** If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- Additional notices contact
 - Software Assurance manager
 - Subscriptions manager
 - Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number <i>Microsoft to complete for initial term</i> <i>Reseller to complete for renewal</i>	6880181
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Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

Enterprise Products. Choose platform option: Professional Desktop

Qualified Devices: 1000

Qualified Users: 1000

Enterprise Online Services¹

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products ²	Quantity
Office Professional Plus	
Office Pro Plus	1000
Office Pro Plus for Office 365	
Office 365 Plans¹	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
Client Access License (CAL). Choose 1 Option.	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	1000
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Windows Desktop	
Windows OS Upgrade	1000
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on ³	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ⁴	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products ²
<input type="checkbox"/> Office Pro Plus for Office 365
<input type="checkbox"/> Office 365 (Plan E1)
<input type="checkbox"/> Office 365 (Plan E2)
<input type="checkbox"/> Office 365 (Plan E3)
<input type="checkbox"/> Office 365 (Plan E4)
<input type="checkbox"/> Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/> Windows Intune
<input type="checkbox"/> Windows Intune Add-on ³

Step 4. Establish the Enrolled Affiliate's Price Level. Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Price Group	Qty from above	Qty	Price Level
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2-E4)	1	1000	250 and Above	D
Client Access License + Office 365 (Plans E1-E4)	2	1000		
Client Access License + Windows Intune Add-on + Windows Intune	3	1000		
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	1000		
Product Offering/Pool				Price Level
Enterprise Products and Enterprise Online Services: Set price level using the highest quantity from Groups 1 through 4				D
Additional Product Application Pool: Set price level using quantity from Group 1				D
Additional Product Server Pool: Set price level using the highest quantity from Group 2 or 3				D
Additional Product Systems Pool: Set price level using quantity from Group 4				D

¹ Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

² Additional Products may be included on the order, but are not selected on this form.

³ Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.

⁴ MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

This form must be attached to a signature form to be valid.



Program Signature Form

MBA/MBSA number		SGN-	
Agreement number	01E73134		

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
Enterprise Enrollment	CTM (New)
<Choose Enrollment/Registration>	
Product Selection Form	X20-02722

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

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name)* City of Palo Alto Signature* _____ Printed First and Last Name* James Keene Printed Title* City Manager Signature Date*	Microsoft Licensing, GP Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Tax ID	Effective Date (may be different than Microsoft's signature date)

* indicates required field

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

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

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

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

Prepared By: Bruce Valentin bvalenti@compucom.com

CITY ATTORNEY'S OFFICE
APPROVED AS TO FORM
SIGNATURE: _____
DATE: _____

Ordinance No. XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR THE FISCAL YEAR 2015 IN THE TECHNOLOGY FUND TO PROVIDE APPROPRIATION OF \$291,617 TO TRUE-UP THE ACTUAL COST OF MICROSOFT LICENSES USED BY CITY STAFF THROUGH JANUARY 2015 (\$194,470), TO FUND A ONE MONTH ADD-ON OF 1,100 MICROSOFT OFFICE 365 ONLINE LICENCES for JANUARY 2015 (\$5,401), TO FUND THE ANNUAL COST OF 1,100 MICROSOFT OFFICE 365 ONLINE LICENCES (\$64,746), TO FUND A 10% CONTINGENCY FOR ADDITIONAL UNFORSEEN LICENCING NEEDS (\$27,000), AND TO DECREASE THE TECHNOLOGY FUND RESERVE BALANCE BY \$291,617 TO FUND THE CONTRACT.

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 16, 2014 did adopt a budget for fiscal year 2015; and

B. On April 23, 2012, the City Council approved a one year agreement with four one year options of the Microsoft Enterprise Agreement with CompuCom Systems, Inc, using the Terms and Conditions set forth by the County of Riverside, California, Microsoft Enterprise Agreement (MEA) (RIVCO-20800-(002-007)-12/12), in the amount of \$210,617.28 per year, for Microsoft Licensing and Maintenance for 4,260 licenses; and

C. As part of the agreement, the City must true-up the actual number of licenses used by City staff and pay the cost of the additional licenses on an annual basis, and in calendar year 2014 the City needed an additional 484 licenses for various Microsoft products at a cost of \$194,470; and

D. The City purchased 1,100 Microsoft Office 365 online licenses, instead of purchasing 1,100 Enterprise Exchange Cal licenses, to reduce full licensing costs to the City and give the City the functionality to allow staff to utilize collaboration features such as SharePoint Online, OneDrive, and OfficeWebApps at a monthly cost of \$5,401 for January 2015 and an annual cost of \$64,746; and

E. A 10% contingency is recommended to fund additional unforeseen licensing needs (\$27,000); and

F. An appropriation of Two-Hundred Ninety-One Thousand Six-Hundred Seventeen Dollars (\$291,617) is needed to fund the contract; and

G. City Council authorization is needed to amend the 2015 budget as hereinafter set forth.

INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

Mayor

APPROVED:

City Manager

Director of Planning &
Community Environment

Program Signature Form

MBA/MBSA number		000-jorob-s-684
Agreement number	01E73134	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

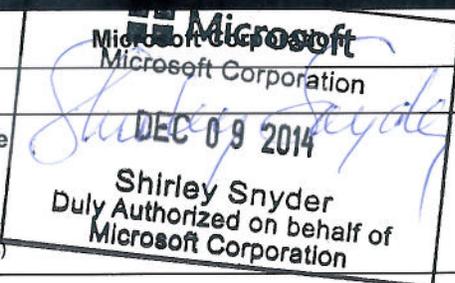
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Enrollment/Registration>	
Discount Transparency Form	X20-12769
EA Amendment	M97 (6849237)
EA Amendment	M255 (6849237)

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

Customer
Name of Entity (must be legal entity name)* City of Palo Alto
Signature* _____
Printed First and Last Name* James Keene
Printed Title City Manager
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate	
Signature _____	 <p>Microsoft Corporation Microsoft Corporation DEC 09 2014 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation</p>
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

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

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

* indicates required field

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

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

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

Enterprise Enrollment Discount Transparency Disclosure Form

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

6849237

Discount Details

Reseller will place an order on behalf of Enrolled Affiliate with the Total ERP Deal Value as listed below. The "Total ERP Deal Value" is the sum of the Estimated Retail Price (ERP) for all products ordered, listed in the currency in which your Reseller transacts with Microsoft. Resellers pay a net price to purchase products from Microsoft; that price may be lower than ERP. For this Enrollment, Microsoft provided Enrolled Affiliate's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the "% Discount to Reseller Net Price Total Deal Value" column in the table below. Enrolled Affiliate's actual final price and currency will be established by a separate agreement between Enrolled Affiliate and its Reseller.

Step 1. Complete all fields in the table below (required)

Currency	Total ERP Deal value	% Discount to Reseller Net Price Total Deal Value
US Dollar	\$146,575.00	7.5%

This disclosure is valid only for the duration of the Enrollment.

Reseller acknowledgement

Name of Reseller CompuCom Systems Inc.
Printed Name Bruce Valentin
Printed Title Microsoft Licensing Specialist

This form must be attached to a signature form to be valid.

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

000-jorob-s-684

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

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment 6849237 is hereby amended to add the following paragraph:

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

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Enterprise Enrollment (Indirect) Amendment ID M255

000-jorob-s-684

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

For the purposes of this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

Office 365 for Government

The following set of Terms applies to Entity when ordering Office 365 for Government Online Services. The parties agree to amend the Enrollment as follows:

1. The following definition is added to the Enrollment:

"Office 365 for Government" means Microsoft's family of Office 365 Services that are offered as part of Office 365 Government Plans as described in this Amendment.

When provisioned and delivered as part of Office 365 for Government, Exchange Online, Lync Online, SharePoint Online, and Exchange Online Archiving are provisioned in Microsoft's multi-tenant data centers for exclusive use by eligible US Federal, State, Local, and Tribal Government Customers only and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft refers to this offering as its Office 365 "Government Community Cloud."

Other Online Services may be added to the Government Community Cloud as communicated by Microsoft. Other Office 365-branded or separately branded Online Services that may be made available as part of or in addition to Office 365 for Government are not included in the Government Community Cloud. Additional services configuration information is available upon request.

2. ***Office 365 for Governments Terms***

Tables A and B, below, contain mappings for Office 365 for Government Online Services and their corresponding Office 365 for Enterprise Online Services ("Corresponding Online Services." Each Office 365 for Government Online Service shown below is subject to the same terms and conditions as its Corresponding Online Service, except as otherwise provided in the applicable Product List and this Amendment. Notwithstanding contrary language in the Enrollment, Reserved Licenses are not available for Office 365 for Government through the Volume Licensing Service Center but may be available through a manual request process using a License Reservation Form available from Microsoft upon request.

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TABLE A: Office 365 for Government component Online Services– Corresponding Online Services Mapping

Office 365 for Government Online Services	Office 365 Equivalent Online Services
Exchange Online Plan 1 forGov	Exchange Online Plan 1
Exchange Online Plan 2 forGov	Exchange Online Plan 2
Exchange Online Kiosk forGov	Exchange Online Kiosk
Exchange Online Archiving for Exchange Server forGov	Exchange Online Archiving for Exchange Server
Lync Online Plan 1 forGov	Lync Online Plan 1
Lync Online Plan 2 forGov	Lync Online Plan 2
Lync Online Plan 3 forGov	Lync Online Plan 3
SharePoint Online Plan 1 forGov	SharePoint Online Plan 1
SharePoint Online Plan 2 forGov	SharePoint Online Plan 2
Office 365 ProPlus forGov	Office 365 ProPlus

TABLE B: Office 365 for Government Suites – Corresponding Enterprise Online Services Mapping

Office 365 for Government - Equivalent "Enterprise Online Services" Suites	Office 365 Enterprise Online Services
Office 365 Government E1 (formerly G1)	Office 365 Enterprise E1
Office 365 Government E3 (formerly G3)	Office 365 Enterprise E3
Office 365 Government E4 (formerly G4)	Office 365 Enterprise E4
Office 365 Government K1 ²	Office 365 Enterprise K1 ²

¹ Office 365 for Government "Corresponding Online Services" Suite Orders (E1-E4) will be captured on a separate Product Selection Form.

² Office 365 K1 is a suite but is not an Enterprise Online Service.

3. Office 365 for Government Customer Requirements.

Entity both (1) acknowledges that Office 365 for Government may only be used by United States Federal, State, Local or Tribal government entities, and (2) certifies that it qualifies as such and will use the Services accordingly. In the event that Entity is found not to qualify as a United States Federal, State, Local or Tribal government entity, Microsoft may terminate Entity's Office 365 for Government service.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – CTM Office 365 for Government

Step 1. Select the Products and Quantities Enrolled Affiliate is adding to its Enrollment. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within Enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 2.

Products	Quantity
Office 365 Plans	
Office 365 Government E1	
Office 365 Government E3	1,100
Office 365 Government E4	
Windows Desktop	
Windows Intune	
Windows Intune	
Windows Intune Add-on ³	

Step 2. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products ²
<input type="checkbox"/> Office 365 ProPlus forGov
<input type="checkbox"/> Office 365 Government E1
<input type="checkbox"/> Office 365 Government E3
<input type="checkbox"/> Office 365 Government E4
<input type="checkbox"/> Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/> Windows Intune
<input type="checkbox"/> Windows Intune Add-on

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.