

REQUEST FOR QUOTE #RIVCO-2020-RFQ-0000048

Microsoft Enterprise Agreement



By:
Rick Hai, Senior Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-3618
Email: RHai@rivco.org

NIGP Code(s): 20800, 20811

INSTRUCTIONS TO BIDDERS

- Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is to register your company on the County's website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities
- First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, vendors may participate in the bidding process; however, the County does encourage all bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
- Second Step-Public Purchase** - Public Purchase is a 3rd party web based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free. For future bidding opportunities please also register online at: <https://www.publicpurchase.com/gems/register/vendor/register>. For all RFQ's Riverside County's Purchasing website will post a notification on its website, and will provide a direct link to PublicPurchase.com.
- Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
- 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.
- 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 visiting the Purchasing website at www.Purchasing.co.riverside.ca.us, or by contacting Riverside County Purchasing at the number shown above and requesting a copy emailed.
- 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.
- Specification/Changes** – Wherever the County requests a brand name, and if the County asks for an "or equal" it shall be considered as part of the specification. Therefore, when the County requests "Or Equal", Bidder may quote another service, make or model, and shall submit the proposed "Or Equal" and attach applicable specifications and/or brochures. If no service, make or model is stipulated, Bidder is to propose product/services that meet Fit, Form or Function of the specifications delineated in this procurement. 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 nonresponsive.
- 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 nonresponsive.
- 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.
- Return of Bid/Closing Date/Return to** - The bidder's response shall be submitted electronically to PublicPurchase.com by 1:30 PM Pacific Time 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. If the bidder cannot upload their bid, delivery of the bid response is accepted at Purchasing and Fleet Services, 2980 Washington St., Riverside, CA 92504, on or before 1:30 PM PT.
- Local Preference** - The County of Riverside has adopted a local preference program for those businesses 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. If the overall low responsible and responsive business is a non local vendor, the low local vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to meet the overall low bidder's price and will receive the award. To qualify as a local business, the business must meet all criteria delineated in the Local Preference Affidavit 116-260 and submit the form with their bid. If Bidder fails to provide a completed Local Business Qualification Affidavit form 116-260 with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Application of this local preference may be waived if funding sources disallow it. **Does Not Apply on this bid.**
- or**
- Veterans Incentive Purchasing Program** – The County of Riverside has implemented a Veteran Business and Veteran Qualified Business preference policy. Where applicable, a five percent (5%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from veteran owned business or veteran qualified business. A veteran business is one where at least 51% of the business is owned by an honorably discharged veteran. A veteran qualified business is one where at least 10% their workforce is honorably discharged veterans. If Bidder fails to provide a completed Veteran Qualified Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining the preference and it is the sole responsibility of the Bidder to identify the preference with each bid submittal. To qualify bidders must complete the Veteran Business/Veteran Qualified Affidavit, Form 116-261. This preference does not apply to all types of bids such as public works projects and some grant funded programs. **Does Not Apply on this bid.**
- Federal Exclusion List** - if the award is federal or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

Terms and Conditions Acknowledgement (Please Insert Vendor Company Name):

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

√ APPENDIX "A"	EXHIBIT(S)	PLANS/DRAWINGS
#116-260 Local Business Qualification Affidavit- Do Not Apply on this bid.	#116-261 Veterans Business Qualification Affidavit- Do Not Apply on this bid.	
IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN		
√ #116-200	General Conditions Product/Personal/Professional Services	√ #116-210 General Conditions Materials and/or Services
√ #116-230	General Conditions - Equipment	√#116-310 Boilerplate Contract
To access any of these General Conditions go to www.purchasing.co.riverside.ca.us , located in Vendor link. 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 "Electronic or physical bid 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 two (2) and three (3) of this document and submit and upload with your bid submission.
- 1.2 PROMPT PAYMENT DISCOUNT _____% at _____ days 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. **Indicate prompt payment discount amount and terms.**
- 1.3 Electronic Delivery of Licenses: _____ calendar days after receipt of order. Indicate delivery lead time.
- 1.4 Please Check: ____ Veteran (116-261) **or** ____ Local Business (116-260) – if either preference is checked, the submitter certifies that the above business meets all requirements as outlined in either form 116-260 or Form 116-261. If claiming the Local or Veterans Preference, please submit the appropriate form along with your bid response. Both forms are included with as part of this bid document.
- 1.5 If Bidder experiences technical issues with the online bidding process, please contact Public Purchase's Vendor Support at support@thepublicgroup.com. Please refer to Point 11 on page 2.
- 1.6 In the event of proven technical difficulties, Bidder must contact the Procurement Contract Specialist (PCS)/Buyer for further bid submission instructions a minimum of two (2) hours prior to bid close time of 1:30 PM PST, and alternative bid submissions will be accommodated.

2.0 DEFINITIONS

Whenever these words occur in this RFQ, they shall have the following meaning:

- 2.1 "RFQ" shall mean Request for Quote
- 2.2 "Addendum" shall mean an amendment or modification to the RFQ
- 2.3 Bid" refers to 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.
- 2.4 "County" refers the County of Riverside. For purposes of this RFQ, Riverside County Information Technology and County are used interchangeably.
- 2.5 "Enrolled Affiliate" shall mean an entity that has entered into an Enrollment under the Microsoft Enterprise Agreement
- 2.6 "CCISDA" shall mean California County Information Services Directors Association
- 2.7 "MISAC" shall mean Municipal Information Systems Association of California
- 2.8 "LSP" shall mean Licensed Support Provider
- 2.9 "VLSC" shall mean Volume License Service Center
- 2.10 "EA" or "Microsoft EA" shall mean Microsoft Enterprise Agreement
- 2.11 "Enrollment" shall mean the document that an Enrolled Affiliate submits under the EA to place its initial order.

3.0 PURPOSE/BACKGROUND

3.1 PURPOSE:

- 3.1.1 The County of Riverside Purchasing, in cooperation with Riverside County Information Technology (RCIT), is soliciting quotations for a consortia approach to collectively enter into a

Microsoft Enterprise Agreement (EA) in order to utilize desktop and server 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.

- 3.1.2 The purpose of this RFQ is to seek both pricing for existing product for enrollment under a new County of Riverside Master Microsoft Enterprise Agreement No.8084445 from an authorized Licensed Support Provider (LSP) within the State of California plus allow new enrollments to take place based on combined volume for those government agencies joining into the new Microsoft EA for the first time.
- 3.1.3 The intent of this RFQ is to award to one LSP for use by the County of Riverside as well as make other qualified participating LSP's available for use by governmental agencies within the State of California as a reseller of the Microsoft EA. The awarded LSP(s) will serve as the liaison between the political entity enrolling in the Microsoft EA and Microsoft. The LSP will have outlined duties as listed in Exhibit A section A1 as well as collect all dollars directly from those agencies enrolled via this solicitation into Microsoft EA #8084445.

3.2 **BACKGROUND:**

- 3.2.1 Since June 19, 2001, the **California County Information Services Directors Association (CCISDA)** and the **Municipal Information Systems Association of California (MISAC)** have been participating in a statewide Microsoft Enterprise Agreement. The County of Riverside will continue to administer this award and include participation from CCISDA and MISAC.
- 3.2.2 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.
- 3.2.3 The Municipal Information Systems Association of California (MISAC) 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 city/district government.
- 3.2.4 Participation in the current Microsoft Enterprise Agreement (01E73970) has surpassed over 820 enrollments. The LSP's have worked with each of these Enrolled Affiliates to explain the Microsoft EA, 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 LSP's will be required to deliver the same level of service, as well as provide continuous education to enrollees on other services and benefits provided to participants in the EA. (See Exhibit A, section A1)
- 3.2.5 In addition, many government entities could not purchase from a sole awarded LSP as determined by a lead agency (County of Riverside) due to local preference purchasing requirements. The intent of this RFQ is to make available a qualified list of LSP's in order for each agency to choose their awarded reseller through their procurement best practices policies and requirements.
- 3.2.6 To make an Enterprise Agreement a tool for government, it must be cost effective, provide ease of license management and encourage government to stay current with new software versions to take advantage of the latest technological improvements that could benefit employee productivity. Additional benefits can be realized through other offerings made available to EA participants. When such offerings are introduced, it is imperative that the LSP make the offering known to the agency in order for them to obtain the most out of their EA investment. The benefits for agencies to consider participating in this EA are listed in Exhibit B.

4.0 ENTERPRISE PRODUCT LINE / ONLINE SERVICE

- 4.1 The Microsoft Enterprise Agreement offers California Governments access to the most recent releases of the Desktop Professional Platform products.
- 4.1.1 The Enterprise Agreement Desktop Platform products are:
- a) Microsoft Windows 10 Enterprise Edition Upgrade.
 - b) Microsoft Office Professional Plus 2019, or Office365 Government E1, E3, or E5 subscription plans.
 - c) Microsoft Core Client Access License Suite, Enterprise Client Access License Suite, or Enterprise Mobility+Security Suite (EMS) Subscription.
- 4.1.2 Enterprise Online Services subscription bundles are also available in a simple per-user model (no need to count desktops or devices), which is an alternative way to license the product families above.
- a) Enterprise Cloud Suite Subscription (ECS)
 - b) Microsoft 365 Cloud Suites
- 4.2 See Attachment 5 Product List for a complete list of Microsoft products available through the EA.

5.0 TIMELINE

DATES:

1. RELEASE OF REQUEST FOR QUOTATION	26 August 2019
2. PRE-BID MEETING / Non-mandatory Location: Teleconference	03 September 2019 Time: 1:30 pm Pacific Time The Bidder's meeting will also be available via teleconference. The toll free number is 866-640-4082. The Access Code is: 8612997
3. 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: 05 September 2019 Time: 1:30 PM Pacific Time
4. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com	19 September 2019 at 1:30 PM Pacific Time
5. TENTATIVE DATE FOR AWARDING CONTRACT	30-90 days, contingent upon lowest bidder meeting all of the bid specifications.

6.0 PERIOD OF PERFORMANCE

- 6.1 For all Enrolled Affiliates, the period of performance for Microsoft EA #8084445 shall be for three (3) years from date of enrollment.
- 6.2 For County of Riverside - The period of performance for enrollment into the Microsoft EA shall be for three (3) year(s) through an awarded LSP, with the completion date of 12/31/2022, with no obligation by the County of Riverside to purchase any specified amount of goods or services. County shall have the option to renew their enrollment into a new Microsoft EA for an additional three (3) year period through the current awarded LSP should they so choose and as approved by the County Board of Supervisors. In addition, the County may at any time choose to transfer the current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft. See Exhibit B Paragraph B.9 for further information.

- 6.3 For County of Riverside tracking purposes - Each awarded LSP from this RFQ shall provide a list of enrollments resulting from this EA consortia effort, due 30 days after initial award and upon subsequent annual renewals 30 days after renewal notices are sent. This list will include the agency name, contact person administering the agreement, valid email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of this master agreement and the efforts of the County of Riverside Purchasing department in cooperation with Riverside County Information Technology. In addition, County of Riverside would like to be able to communicate any future training events to the Enrolled Affiliates of this master enterprise agreement in order to promote and share knowledge of complex Microsoft licensing. Reference Attachment 2 – LSP Reporting of Active Enrollments for sample document.

7.0 GENERAL REQUIREMENTS

Procedures for Submitting Quotations

- 7.1 All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 **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 FOR COUNTY OF RIVERSIDE (Specifications)

Quotations will be evaluated based upon criteria determined to be appropriate by the County, which may include but are not necessarily limited to the following:

- a. Lowest overall markup above the contracted Government Level D -2% of Published Reseller Cost (Net) for all product & online services and Level D for Azure metered services
- b. Adherence to LSP responsibilities as detailed in this RFQ – Exhibit A Section A1
- c. Prompt payment discounts on 30 days or less
- d. Service/Customer Support
- e. Acceptance of LSP Participation Fees (Attachment 3) will need to be signed upon acceptance of this award to complete the process.

County reserves the right of award in regard to any other factors the County determines to be appropriate.

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 TERMS

- 12.1 The Enrolled Affiliate shall pay the awarded LSP in accordance to the payment schedule defined in the enrollment regarding the annual payment, true-up payments and the ad-hoc buys throughout the period of performance.
- 12.2 Specific terms for County of Riverside - The County shall pay the acceptable invoice within sixty (60) working days from the date of receipt of the invoice. Each Affiliate will communicate to their awarded LSP the compensation terms applicable to their agreement.
- 12.3 Additional product will continue to be offered by the LSP at the contracted Government Level D-2% of Published Reseller Cost (Net) plus LSP's contracted mark-up and may be added to the enrollment by Affiliate throughout the period of performance. Azure metered services will be offered at the contracted Government Level D of Published Reseller Cost (Net) plus LSP's contracted mark-up.

13.0 ELECTRONIC DELIVERY & CONFIRMATION

All software sold under the EA is delivered via electronic download only. No tangible media of software programming language will be available or shipped under this agreement at any time. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from this agreement.

To support the California Sales and Use tax exempt status of electronically downloaded software based on California Regulation 1502(f)(1)(D), vendor invoices for all purchases made under this agreement must accurately reflect that distribution is solely via electronic download and that no tangible media or documentation will be shipped or received

LSP will send a license confirmation document via email to the Enrolled Affiliate confirming order has been processed with Microsoft.

14.0 USE BY OTHER POLITICAL ENTITIES

- 14.1 The awarded LSP(s) agree to extend the same pricing, terms, and conditions as stated in the Microsoft Enterprise Agreement to every political entity, special district, and related non-profit entity in the State of California. It is understood that other entities shall make purchases in their own name, make direct

payment, and be liable directly to the awarded LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

- 14.2 Enrolled Affiliate selects a Microsoft LSP (reseller) of their choosing out of the available LSP's as a result of this RFQ/contract award. Chosen LSP will remain the sole LSP for the three (3) year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the three years enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft. See Exhibit B Section 9 for further information.
- 14.3 The Enrolled Affiliate shall work with the awarded LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.
- 14.4 Each Affiliate will communicate to their awarded LSP the compensation terms applicable to their agreement.

15.0 ADMINISTRATIVE FEE

- 15.1 LSP Participation Fees: Awarded LSP's will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No.8084445, Select Plus Agreement No.7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%).
- 15.2 RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.
- 15.3 The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.
- 15.4 The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.
- 15.5 Administrative fee checks shall be submitted to:
Riverside County Information Technology
Attn: Account Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

16.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

EXHIBIT "A"

PRODUCT / SERVICE SPECIFICATIONS

A1 LSP Responsibilities:

- (a) Resell all available product and online services, including Azure metered services, through County of Riverside Master Microsoft Enterprise Agreement No. 8084445.
- (b) In addition, the awarded LSP(s) should be able to provide ALL of the following services at no additional charge as an awarded Microsoft Enterprise Agreement License Service Provider and it will be determined by each Enrolled Affiliate which services best meet their needs. LSP should take these tasks into consideration when quoting their overall price mark-up from Net. County is requesting LSP check each section that they are able to comply with the requirement. Attachment A has the information below provided in Excel form for ease of compliance. LSP is to check the applicable boxes and upload Attachment A as part of their overall response.
- (c) LSP **MUST** provide a written proposal outlining how they intend to provide these services and outlining their capabilities. This section will be reviewed on a Pass or Fail basis when evaluating for determination of award. LSP may include this information as uploaded attachments to the "Notes" section available on the response lines and/or documents may be uploaded to the "General Documents" section.
- (d) Awarded LSP's shall:
 - i. Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
 - ii. Provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
 - iii. Provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.
 - iv. Provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.
 - v. Provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.
 - vi. Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
 - vii. Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D-2% or D), LSP's uplift and contracted unit price.

A2 Support Services

***Only Microsoft Authorized LSP's with current Microsoft Master Services Agreements are required to respond to this portion.**

- (a) The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.
- (b) The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Premier, Unified, and MCS Support services. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Premier, Unified Support, and Microsoft Consulting Services*. Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.
- (c) The LSP must state the committed uplift/markup (LSP Markup from cost) during the term of this agreement here. (Cost + X%).
- (d) Please contact Mark Starr at Microsoft for more information.

EXHIBIT B
2019 County of Riverside / Microsoft Enterprise Agreement
Master Benefits for Government Agencies

B1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

B2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA resellers on this contract) with Government Level-D, minus 2% pricing off of published "reseller cost" all platforms with the exception of Azure, which will get Government Level-D reseller cost. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

B3 Home Use Program available to Office 365 customers

Customers can now have traditional media (CD or ESD) for installation of Office Pro Plus for home use. Assumes you upgraded from Office Pro Plus to Office 365.

B4 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Click on the links above to get additional details about the FastTrack Center Benefit and benefit process for each of these services. Programs are subject to change and/or evolve.

B5 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

B6 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

B7 Multiple Tenants under same Enterprise Agreement Enrollment

For those customers consolidating departments or dividing departments you can now have multiple tenants under the same enrollment, eliminating the need to have a new agreement. This way you can retain autonomy between departments while aggregating the software licensing spend.

B8 Software Assurance Benefits Available at Same Level whether on Premises or Online

Software Assurance Benefits are retained when you move from traditional “perpetual” licensing model to online, protecting your Software Assurance Benefits during the current EA term or at renewal.

“From SA” Office 365 and ECS receive the following benefits *where applicable*:

- Deployment Planning Services
- 24x7 Problem Resolution Incidents
- End User E-Learning
- IT Training Vouchers
- Office Home Use Program

B9 Traditional Software Assurance Benefits:

(a) Planning Services: Get in-depth planning assistance from qualified partners or Microsoft Consulting Services to help you plan your deployment to the latest version of Microsoft Office, whether on-premises or in the cloud. Offers are available for Office, Exchange, Skype for Business, and SharePoint.

Use Planning Services to:

- Help ensure efficient deployments through collaborative planning built on best practices.
- Extend your IT staff with expert advice from on-site deployment planning specialists.
- More information about planning services can be found at: <https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-planning-services-overview.aspx>

(b) Technical and end-user training: Software Assurance training benefits help build technical skills and ready IT professionals, developers, and end users for the latest wave of Microsoft technologies.

Use technical and end-user training to:

- Boost productivity by providing in-depth instructor-led technical training for IT professionals and developers.
- Enhance end-user readiness through online training and demonstration sessions.
- More information about training benefits can be found at: <https://www.microsoft.com/en-us/learning/software-assurance-benefits.aspx>

(c) Home Use Program: Use the Home Use Program (HUP) to provide your employees with the latest version of Microsoft Office to use on their home devices via a low-cost download. Productivity and efficiency are likely to improve when your employees use the same software at home and at work.

Use the Home Use Program to:

- Help accelerate familiarity and use of the latest Office products.
- Help increase employee skills, mobility, and productivity.
- More information about home use can be found at: <https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-home-use-program.aspx>

(d) Additional Software Assurance benefits for Office

- 24x7 Problem Resolution Support provides around-the-clock phone support. This direct connection to Microsoft anytime a support need arises can help you maximize uptime, lower support costs, and enhance IT productivity by reducing time spent troubleshooting and resolving issues.
- Extended Hotfix Support provides specific, non-security product fixes on a per-customer incident basis, beyond the standard product support terms and releases. A hotfix is an update to your software that typically addresses bugs or other problems you may be having. With Extended Hotfix, your organization can request non-security hotfixes for older Microsoft Business and Developer products beyond the Mainstream Support phase.
- The Microsoft Office Multi-Language Pack enables you to deploy a single Office image with support for 40 user interface (UI) languages and equip individuals who create or edit content with powerful proofing tools and self-help features. *For Office 2016, the Office Multi-Language Pack is now included as part of the product. Customers with prior versions covered with Software Assurance will continue to receive this benefit as part of their Software Assurance coverage.
- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.
- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.
- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.
- More information about the Software Assurance by products as listed above can be found at: <https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True>

- (e) All information contained herein was applicable at the time of document creation. Check with your Microsoft or LSP representative for specific details and information.

**Exhibit C
Costs**

License and Solution Provider (LSP) Skills Index/Rates

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate
Build Intelligent Apps		
Build Intelligent Agents		
Machine Learning		
Internet of Things		
Globally distributed data		
OSS Databases		
Cloud Scale Analytics		
Data Platform Modernization to Azure		
Windows Server on Azure		
Security & Management		
Datacenter Migration		
Modern Business Intelligence		
Biz Apps		
Customer Service		
Field Service		
Marketing		
Talent		
Finance and Operations		
Business Central		
Power Apps		
Power BI		
Apps and Infrastructure		
Azure Stack		
High Performance Compute		
Cloud Native Apps using Serverless		
Modernize Apps		
SAP on Azure		
Linux on Azure		
Dev Ops		
Business Continuity & Disaster Recovery		
Windows Server on Azure		
Security & Management		
Datacenter Migration		

Exhibit C (cont.)

License and Solution Provider (LSP) Skills Index/Rates

Modern Workplace	Certified Competency (Yes/No)	Hourly Rate
User Adoption & Change Management		
Security		
GDPR & Compliance		
Teamwork		
Calling & Meetings		
Modern Desktop		
Office 365 Migration Assistance		
Mail		
Teams		
SharePoint		
OneDrive		

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?			
Number of successful customer production SharePoint deployments/migrations?			
Number of successful customer production Teams deployments/migrations?			
Number of successful customer production Teams Voice deployments/PBX migrations?			
Number of people with specialized expertise on technologies listed above			

Master Microsoft Enterprise License Agreement No. _____ Level D-2%

Item Description	Examples include but are not limited to the following*:	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D minus 2%	
Enterprise Products	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	
Additional Products	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	
Server and Tools Product (applies to Server and Cloud Enrollments only)	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	

EXHIBIT D
REFERENCE OF ATTACHMENTS

- Attachment 1 – LSP Responsibility Checklist
- Attachment 2 – LSP Reporting of Active Enrollments
- Attachment 3 – Microsoft LSP Participating Form
- Attachment 4 – Microsoft Enterprise Agreement No. 8084445
- Attachment 5 – Microsoft Enterprise Agreement Most Current Product List

The above referenced attachments are to provide both the LSP's and government agencies interested in participating in enrollment in the Microsoft EA through use of the County of Riverside master agreement further information on the documents, terms and conditions associated with this EA solicitation and subsequent award.