

**TO THE HONORABLE MAYOR AND CITY COUNCIL**

DATE: June 9, 2015

**SUBJECT: APPROVE A THREE-YEAR ENTERPRISE LICENSE AGREEMENT WITH MICROSOFT IN THE AMOUNT OF \$97,498.57 FOR FISCAL YEAR ONE AND \$102,620.51 FOR FISCAL YEARS TWO AND THREE FOR SOFTWARE LICENSES USED BY ALL CITY STAFF AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (GENERAL FUND)**

**Report in Brief**

Staff recommends that the City Council renew the contract for a three-year Enterprise Agreement with Microsoft in the amount of \$97,498.57 for fiscal year one and \$102,620.51 for fiscal years two and three and authorize the City Manager to execute the agreement. This is an increase of \$425.05 and \$5,546.99 respectively or \$11,519.03 over all three years. The increase is the result of growth in the number of applications and servers licensed, increased rates for software licenses and a slight increase in number of PC's from 450 to 455. The Enterprise Agreement covers software licenses used by all City staff including but not limited to Windows operating system, Windows Server operating system, Microsoft Office suite, Exchange (e-mail), SQL Server, SharePoint, and other Microsoft products.

**Background**

In 2012 the City entered into a three year Enterprise agreement (EA) contract with Microsoft. This agreement allowed the City to become compliant with Microsoft software licensing terms, receive the newest versions of the software the City is licensed to operate, utilize software that only EA contract holders have access to, and license software at the lowest possible rate of 7.5% below the government contract rate. The proposed Microsoft Enterprise Agreement (EA) provides the City of Concord with the continued legal use of Microsoft software. In addition to the licenses, the agreement also provides the City with all updates, new versions, patches, 24 X 7 technical support, and training for all Microsoft software licensed under the EA. The County of Riverside is the aggregation agency allowing the City to reduce the cost of the EA by combining Concord's volume of licenses with other agencies across California to achieve the lowest cost possible.

The County of Riverside competitively bid their software licensing program based on 120,000 licenses state wide, which may be used by any City wishing to procure an Enterprise Agreement with Microsoft. With the need for approximately 455 licenses, the City would be unable to negotiate better terms with Microsoft than what is included in the County of Riversides contract.

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**Discussion**

The City has a policy of maintaining valid licenses for computer software employed in the course of conducting City business. The proposed agreement provides valid licenses for all Microsoft software currently in use across the organization.

In addition to maintaining the license, the Enterprise Agreement (EA) provides the City with the licenses for any new versions of Microsoft software released over the term of the agreement. Maintaining the currency of the software ensures that staff can receive, exchange, and provide information to the residents and business community. Other benefits include, but are not limited to, legal and valid license to use the software and all associated Client Access Licenses (CALs), software patches/fixes, and 24x7 technical support for server, e-mail, and database software which runs all the business systems of the City, and training for technical staff on the new versions of software.

The following are benefits of the Enterprise Agreement:

- The lowest cost option to maintain software support on Microsoft products.
- License compliance is easier to manage via the EA; the agency is no longer required to track specific computers or users (simply the workstation count).
- Software costs are fixed for the enrollment period (with the exception of “true-ups”) allowing the agency to anticipate a fixed budget figure in advance. We will adjust our cost annually based on our inventory count.
- The agency is no longer subject to price increases over the enrollment period.
- We are entitled to software upgrades, revisions, patches, maintenance, and technical support. This is important as it provides an additional resource for resolving support issues for highly complex software and when new software versions become available, there are no additional fees for their use.
- Under the Microsoft agreement, the City can install servers in the disaster recovery site without additional charges.
- Staff has access to the online Microsoft E-Learning program.
- Microsoft TechNet Plus is included. This is a web based technical support service.
- Extended hot-fix support for Windows clients and servers after the product is at the end of its life cycle.
- The Microsoft agreement has an option called the “Home Use Program” which provides City employees the right to use the newest version of Microsoft Office Professional Plus for \$10 on their home computers. This program is very popular with City staff and many have taken

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advantage of its significant discount. The retail price of Microsoft Office Professional Plus is \$399.

If the City does not renew the Microsoft contract the following restrictions will be placed upon the City.

- The Microsoft contract entitles the City to use Windows 7 Enterprise and Windows Thin PC. This software is allowed for us by EA holders only. All computers in the city have one of these versions of Windows installed as it has additional features that other version of Windows ( i.e. Home and Professional) do not have. Staff would have to reinstall Windows on 455 computers in the City. This would be a costly and time consuming process that would require additional cost and outside resources to accomplish in a timely manner.
- The Microsoft agreement entitles the City to use virtual desktop technology. This technology is allowed only to EA Holders. The City would have to replace 12 virtual computers with 12 physical computers as we would not comply with the licensing requirement set forth by Microsoft.
- The Microsoft agreement entitles the City ability to perform maintenance of virtual servers during business hours without impacting staff. If the agreement is not approved maintenance would be performed after hours, increasing the I.T. Department overtime budget.
- The City would no longer be entitled to the newest versions of software as they are released. For example, the City currently is entitled to use Office 2013. When the next version of Microsoft Office is released the City would be required to re-purchase software for all City Staff at the rate offered at the time.

Microsoft Software is employed on every computer used by City staff and every server providing the business systems used to deliver services to Concord residents and to conduct City business.

Ensuring the City complies with current software licensing requirements on all personal computers and servers is a core function of the Information Technology Department. Enrolling in an Enterprise Agreement for the entire organization is a cost effective means for managing software as a resource and insuring the City of Concord is in compliance with current and future Microsoft software use agreements.

Staff proposes to continue leveraging the County of Riverside master volume license agreement with Microsoft which has been through the public procurement process and allows participating agencies to benefit from the aggregate volume to achieve a lower total cost than could otherwise be expected. This is the same arrangement the City has used for the past thirteen (13) years with good experience.

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**Fiscal Impact**

The annual cost of \$97,498.57 for fiscal year one and \$102,620.51 for fiscal years two and three is included in the proposed Information Technology budget and 10-Year Plan Council is considering in the annual budget process. The agreement contains a non-appropriation clause ensuring that future years' funding remains at Council's discretion.

The County of Riverside master volume license agreement with Microsoft has three vendors to select from. The City requested quotes from all three vendors to procure the contract at the most favorable costs.

<b>Vendor</b>	<b>Fiscal Year One</b>	<b>Fiscal Year One</b>	<b>Fiscal Year One</b>	<b>Three Year Total</b>
EnPointe*	\$97,498.57	\$102,620.51	\$102,620.51	\$302,739.59
Dell	\$102,624.32	\$102,624.32	\$102,624.32	\$307,872.96
CompuCon	\$102,623.63	\$102,623.63	\$102,623.63	\$307,870.89

\*Selected vendor

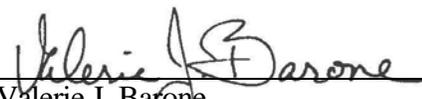
**Public Contact**

Posting of the Council Agenda

**Recommendation for Action**

Staff recommends the City Council approve a three year Enterprise Agreement with Microsoft in the amount of \$97,498.57 for fiscal year one and \$102,620.51 for fiscal years two and three and authorize the City Manager to execute the agreement.

Prepared by: Doug Elloway  
IT Operations Manager

  
\_\_\_\_\_  
Valerie J. Barone  
City Manager

Reviewed by: Jeff Lewis  
Director of Information Technology

- Attachment 1 – EnPointe, Dell, and CompuCon EA Price Quotes
- Attachment 2 – Microsoft Agreement and Enrollment Forms
- Attachment 3 – Riverside County Microsoft EA Agreement



En Pointe Technologies Sales LLC.  
18701 S. Figueroa Street  
Gardena, CA 90248-4506



Customer Name City of Concord  
Quote Date 19th May, 2015  
Quote # 05192015-COC

Quote Summary						
Total deal value (3 Years)						302,739.59
Total Credit Amount						0.00
Total Annual Payment Year 1						97,498.57
Total Annual Payment Year 2						102,620.51
Total Annual Payment Year 3						102,620.51
SECTION 1 - Licenses and Software Assurance						
Pricing & Usage Year 1						
Product Description	Part Number	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)	
<b>Enterprise</b>						
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	75.51	455	United States	34,357.05	
WinEntforSawMDOP ALNG SA MVL Pltfrm	CX2-00093	33.33	455	United States	15,165.15	
CoreCAL ALNG SA MVL Pltfrm UsrCAL	W06-01072	32.59	455	United States	14,828.45	
<b>Additional Products</b>						
PrjctPro ALNG SA MVL w1PrjctSvrCAL	H30-00238	154.49	48	United States	7,415.52	
VisioPro ALNG SA MVL	D87-01159	79.30	54	United States	4,282.20	
ExchgSvrStd ALNG SA MVL	312-02257	100.39	3	United States	301.17	
UsrCAL	76N-02427	31.53	50	United States	1,576.50	
SharePointSvr ALNG SA MVL	H04-00268	964.76	2	United States	1,929.52	
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	508.80	12	United States	6,105.60	
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	6VC-01254	16.56	60	United States	993.60	
WinSvrDataCtr ALNG SA MVL 2Proc	P71-07282	873.66	11	United States	9,610.26	
WinSvrStd ALNG SA MVL 2Proc	P73-05898	125.17	7	United States	876.19	
Total Year 1 Payment						97,441.21
Invoice Date: Enrollment Effective Date or if received after Enrollment Effective Date upon our acceptance						
Pricing & Usage Year 2						
Product Description	Part Number	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)	
<b>Enterprise</b>						
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	79.48	455	United States	36,163.40	
WinEntforSawMDOP ALNG SA MVL Pltfrm	CX2-00093	35.08	455	United States	15,961.40	
CoreCAL ALNG SA MVL Pltfrm UsrCAL	W06-01072	34.30	455	United States	15,606.50	
<b>Additional Products</b>						
PrjctPro ALNG SA MVL w1PrjctSvrCAL	H30-00238	162.62	48	United States	7,805.76	
VisioPro ALNG SA MVL	D87-01159	83.47	54	United States	4,507.38	
ExchgSvrStd ALNG SA MVL	312-02257	105.67	3	United States	317.01	
UsrCAL	76N-02427	33.19	50	United States	1,659.50	
SharePointSvr ALNG SA MVL	H04-00268	1,015.54	2	United States	2,031.08	
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	535.58	12	United States	6,426.96	
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	6VC-01254	17.43	60	United States	1,045.80	
WinSvrDataCtr ALNG SA MVL 2Proc	P71-07282	919.64	11	United States	10,116.04	
WinSvrStd ALNG SA MVL 2Proc	P73-05898	131.76	7	United States	922.32	
SharePointEntCAL ALNG LicSAPk MVL						
SharePointEntCAL ALNG LicSAPk MVL						
Total Year 2 Payment						102,563.15
Invoice Date: 1st Anniversary Date						

Pricing & Usage Year 3						
Product Description	Part Number	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)	
<b>Enterprise</b>						
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	79.48	455	United States	36,163.40	
WinEntforSAwMDOP ALNG SA MVL Pltfrm	CX2-00093	35.08	455	United States	15,961.40	
CoreCAL ALNG SA MVL Pltfrm UsrCAL	W06-01072	34.30	455	United States	15,606.50	
<b>Additional Products</b>						
PrjctPro ALNG SA MVL w1PrjctSvrCAL	H30-00238	162.62	48	United States	7,805.76	
VisioPro ALNG SA MVL	D87-01159	83.47	54	United States	4,507.38	
ExchgSvrStd ALNG SA MVL	312-02257	105.67	3	United States	317.01	
UsrCAL	76N-02427	33.19	50	United States	1,659.50	
SharePointSvr ALNG SA MVL	H04-00268	1,015.54	2	United States	2,031.08	
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	535.58	12	United States	6,426.96	
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	6VC-01254	17.43	60	United States	1,045.80	
WinSvrDataCtr ALNG SA MVL 2Proc	P71-07282	919.64	11	United States	10,116.04	
WinSvrStd ALNG SA MVL 2Proc	P73-05898	131.76	7	United States	922.32	
Total Year 3 Payment					<b>102,563.15</b>	
Invoice Date: 2nd Anniversary Date						
TOTAL SECTION 1 VALUE YEARS 1 - 3					<b>302,567.51</b>	
SharePointEntCAL ALNG LicSAPK MVL						

SECTION 2 - Monthly Subscriptions									
Pricing & Usage Year 1									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
<b>VDA environment</b>									
VDA ALNG SubsVL MVL PerDvc	4ZF-00019	Adjustable	5/18/2015	Monthly	12	4.78	1	United States	57.36
Total Year 1 Payment									<b>57.36</b>
Invoice Date: Enrollment Effective Date or if received after Enrollment Effective Date upon our acceptance									
Pricing & Usage Year 2									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
<b>VDA environment</b>									
VDA ALNG SubsVL MVL PerDvc	4ZF-00019	Adjustable	-	Monthly	12	4.78	1	United States	57.36
Total Year 2 Payment									<b>57.36</b>
Invoice Date: 1st Anniversary Date									
Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
<b>VDA environment</b>									
VDA ALNG SubsVL MVL PerDvc	4ZF-00019	Adjustable	-	Monthly	12	4.78	1	United States	57.36
Total Year 3 Payment									<b>57.36</b>
Invoice Date: 2nd Anniversary Date									
TOTAL SECTION 2 VALUE YEARS 1 - 3									<b>172.08</b>
TOTAL DEAL VALUE YEARS 1 - 3									<b>302,739.59</b>

Best Regards,

Asad Ijaz

Govt. Inside Account Manager | En Pointe Technologies | [www.enpointe.com](http://www.enpointe.com)  
 HQ: 18701 S. Figueroa Street, Gardena, CA 90248-4506 | 310-337-5200 X 2868



## QUOTATION

Quote #:  
 Customer #:  
 Contract #:  
 Customer Agreement #:  
 Quote Date:

706814850  
 84215760  
 76ADX  
 RFQ #PUARC-1200  
 04/30/2015  
 CITY OF CONCORD

Date: 4/30/2015 Customer Name:

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

SALES REP:	MARCUS FIELDS	PHONE:	1800 - 4563355
Email Address:	<a href="mailto:M.Fields@Dell.com">M.Fields@Dell.com</a>	Phone Ext:	513-9044

SOFTWARE & ACCESSORIES		GROUP TOTAL: \$102,624.32	
Product	Quantity	Unit Price	Total
VLA ENTERPRISE OFFICE PRO PLUS PLATFORM SA ALL LANGUAGES (A8339165)	455	\$79.48	\$36,163.40
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES USER CAL SA ALL LANGUAGES (A8339147)	60	\$17.43	\$1,045.80
VLA ENTERPRISE WINDOWS SERVER DATACENTER PER 2 PROCESSORS SA ALL LANGUAGES (A8339177)	11	\$919.64	\$10,116.04
VLA ENTERPRISE WINDOWS SERVER STD PER 2 PROCESSORS SA ALL LANGUAGES (A8339180)	7	\$131.76	\$922.32
VLA ENTERPRISE VIRTUAL DESKTOP ACCESS PER DEVICE MONTH SUBSCRIP ALL LANG (A8339184)	1	\$60.60	\$60.60
ELECTRONIC LICENSE CONFIRMATION elec dwnld only (A3458532)	1	\$0.00	\$0.00
VLA ENTERPRISE WINDOWS ENT FORSA W/ MDOP PLATFORM SOFTWARE ASSURANCE ALL LANGS (A8339205)	455	\$35.08	\$15,961.40
VLA ENTERPRISE CORE CAL PLATFORM USER CAL SOFTWARE ASSURANCE ALL LANGUAGES (A8339159)	455	\$34.30	\$15,606.50
VLA ENTERPRISE OFFICE SHAREPOINT ENT USER CLIENT LIC/SA ALL LANGUAGES (A8339156)	50	\$33.19	\$1,659.50
VLA ENTERPRISE SHAREPOINT PORTAL SERVER SOFTWARE ASSURANCE ALL LANGUAGES (A8339162)	2	\$1,015.54	\$2,031.08
VLA ENTERPRISE EXCHANGE SERVER SOFTWARE ASSURANCE ALL LANGUAGES (A8339168)	3	\$105.68	\$317.04
VLA ENTERPRISE PROJECT PRO W/SERVER CAL SA ALL LANGUAGES (A8339150)	48	\$162.62	\$7,805.76
VLA ENTERPRISE VISIO PRO SA ALL LANGUAGES (A8339153)	54	\$83.48	\$4,507.92
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES (A8339183)	12	\$535.58	\$6,426.96

**\*Total Purchase Price:**

**\$102,624.32**

<b>Product Subtotal:</b>	\$102,624.32
<b>Tax:</b>	\$0.00
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS

(\* Amount denoted in \$)

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

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Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

#### **Terms of Sale**

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale ([www.dell.com/CTS](http://www.dell.com/CTS)), which incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty ([www.dell.com/warrantyterms](http://www.dell.com/warrantyterms)).

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If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms ([www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

#### **Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CITY OF CONCORD for the purpose of this proposal is to be considered confidential information belonging to Dell.

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**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 Concord

3 Year EA Renewal Quote

**Date** 5/15/2015

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

<b>Quantity</b>	<b>Part #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Ext. Price</b>
455	W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	\$34.30	\$ 15,606.50
455	269-12442	OfficeProPlus ALNG SA MVL Pltfrm	\$79.48	\$ 36,163.40
455	CX2-00093	WinEntforSAwMDOP ALNG SA MVL Pltfrm	\$35.08	\$ 15,961.40
3	312-02257	ExchgSvrStd ALNG SA MVL	\$105.67	\$ 317.01
48	H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	\$162.62	\$ 7,805.76
50	76N-02427	SharePointEntCAL ALNG LicSAPk MVL UsrCAL	\$33.19	\$ 1,659.50
2	H04-00268	SharePointSvr ALNG SA MVL	\$1,015.54	\$ 2,031.08
12	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	\$535.58	\$ 6,426.96
54	D87-01159	VisioPro ALNG SA MVL	\$83.47	\$ 4,507.38
60	6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	\$17.43	\$ 1,045.80
11	P71-07282	WinSvrDataCtr ALNG SA MVL 2Proc	\$919.64	\$ 10,116.04
7	P73-05898	WinSvrStd ALNG SA MVL 2Proc	\$131.76	\$ 922.32
1	4ZF-00019	VDA ALNG SubsVL MVL PerDvc	\$60.48	\$ 60.48
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Product-total			\$ 102,623.63
	Sub-Total	<b>Please write "Electronic Delivery Only" on your order.</b>		\$ 102,623.63
	Tax			\$ -
	Shipping			No Charge
	Total	<b>Annual Payment</b>		\$ 102,623.63

**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.



## Program Signature Form

MBA/MBSA number

Agreement number 01E73134

Proposal ID

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**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>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10632
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	X20-03622
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
<b>Name of Entity (must be legal entity name)*</b> City of Concord
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> _____ <b>Printed Title</b> _____ <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

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

*\* indicates required field*

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

*\* 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

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

6453298

Proposal ID/Framework ID

6/30/2015

Previous Enrollment number  
(Reseller to complete)Earliest expiring previous  
Enrollment end date <sup>1</sup>

6/30/2015

**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. Enrolled 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. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the 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.

**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. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

**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.

## 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 must 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.

“L&SA” means a License with Software Assurance for any Product ordered.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate’s Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“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.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

## 2. Order requirements.

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise Commitment.** If ordering any Enterprise Products, Enrolled Affiliate's order must include coverage for all Qualified Users and/or all Qualified Devices in any Product pool an Enterprise Product is ordered in. Enrolled Affiliate may elect to mix Enterprise Products and the corresponding Enterprise Online Services within a Product pool as long as all devices not covered by an Enterprise Product are only used by users covered with a per user license.
  - (ii) **Enterprise Online Services.** If ordering Enterprise Online Services *only*, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** 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 Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or 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 other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered 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.
- f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product List, Enrolled Affiliate may 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 to the month in which they were reserved.

**(iv) Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in certain Licenses to be included on the true-up order and a reduction of other Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. For Licenses paid up front, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.

**(v) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product List, as follows:

- a) For Subscription Licenses that are part of an Enterprise-wide purchase, 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 and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- b) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- c) 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.

**(vi) 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: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

**(vii) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

**(viii) Late true-up order.** If the true-up order or update statement 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).

**g. 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.
- h. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- i. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. 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.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices for Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

### **4. 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.

### **5. Transitions.**

- a. Transition requirements.**

  - (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
  - (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
  - (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must 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.

- (iv) 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.
  - (v) 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.
- b. Effect of Transition on Licenses.**
- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
  - (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
  - (iii) 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 amounts paid for the Transitioned Product as of the end of the Transition Period.
  - (iv) 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.

## **6. 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 of the initial term, 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 Renewal Form, 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 changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- 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, Reseller 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, Reseller 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.

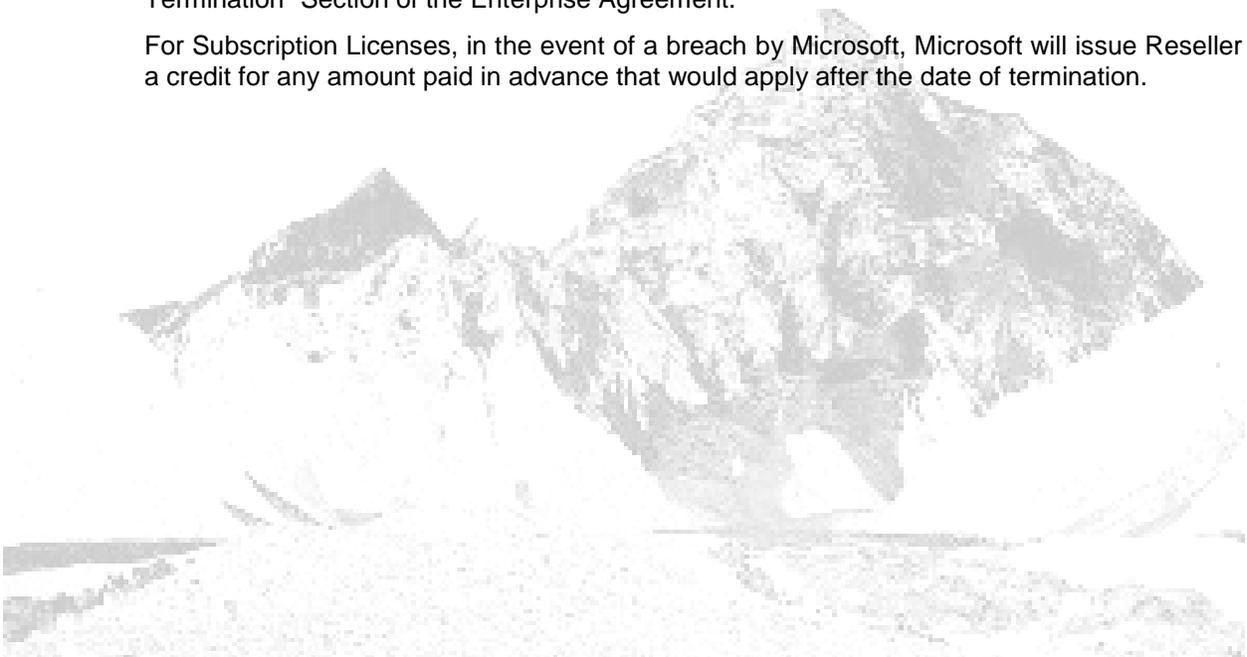
**(iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must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

**(iv) Customer Data.** Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. 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 and that 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.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

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

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude 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. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\***

**Contact name\* First Last**

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\*** -

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

**Country\***

**Phone\***

**Tax ID**

*\* indicates required fields*

- 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 (default if no information is provided below, even if the box is not checked).

**Contact name\* First Last**

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\*** -

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

**Country\***

**Phone\***

**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.

*\* indicates required fields*

- c. 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 (default if no information is provided below, even if box is not checked)

**Contact name\*: First Last**

**Contact email address\***

**Phone\***

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

*\* indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** Dell Inc.

**Street address (PO boxes will not be accepted)\*** One Dell Way

**City\*** Round Rock

**State/Province\*** TX

**Postal code\*** 78682

**Country\*** United States

**Contact name\*** Government Contract Admin

**Phone\*** 847-465-3700

**Contact email address\*** US\_MS\_VL\_Admin@Dell.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____
<b>Printed name*</b>
<b>Printed title*</b>
<b>Date*</b>

*\* indicates required fields*

**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.

- e. 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.*
  - (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. Financing elections.**

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

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

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

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

**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: Custom Platform

**Qualified Devices:** 455

**Qualified Users:** 455

**Enterprise Online Services<sup>1</sup>**

**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 <sup>2</sup>	Quantity
<b>Office Professional Plus</b>	
Office Pro Plus	455
Office Pro Plus for Office 365	
<b>Office 365 Plans<sup>1</sup></b>	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
<b>Client Access License (CAL). Choose 1 Option.</b>	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	455
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	
<b>Windows Desktop</b>	
Windows OS Upgrade	455
Windows VDA	
<b>Windows Intune</b>	
Windows Intune	
Windows Intune Add-on <sup>3</sup>	
<b>Other Enterprise Products</b>	
Microsoft Desktop Optimization Pack (MDOP) <sup>4</sup>	455

**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):**

<b>Products<sup>2</sup></b>	
<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 <sup>3</sup>

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



**CONTRACT**

County of Riverside

Dispatch via Print

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

<b>Contract ID</b> RIVCO-20800-007-12/15			Page 1 of 4
<b>Contract Dates</b> 11/01/2014 to 12/31/2015	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> MS Enterprise Agreement YR4of5		<b>Contract Maximum</b> 7,700,000.00	
<b>Allow Multicurrency PO</b>			

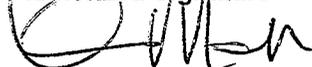
Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order		Maximum / Open	
				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	EA	1.00	0.00	0.00	0.00
		<b>Pricing Agreement:</b>					
		Pricing Date:				PO Date	
		Pricing Quantity:				PO Date	
		Quantity Type:				Current Order Quantity	
		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	EA	1.00	0.00	0.00	0.00
		<b>Pricing Agreement:</b>					
		Pricing Date:				PO Date	
		Pricing Quantity:				PO Date	
		Quantity Type:				Current Order Quantity	
		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	EA	1.00	0.00	0.00	0.00

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

Authorized Signature



# CONTRACT

Dispatch via Print

County of Riverside

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

Contract ID		Page	
RIVCO-20800-007-12/15		2 of 4	
Contract Dates	Currency	Rate Type	Rate Date
11/01/2014 to 12/31/2015	USD	CRRNT	PO Date
Description:		Contract Maximum	
MS Enterprise Agreement YR4of5		7,700,000.00	
Allow Multicurrency PO			

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
		<b>Pricing Agreement:</b>					
		Pricing Date:					
		Pricing Quantity:					
		Quantity Type:					
		PO Date					
		PO Date					
		Current Order Quantity					
4	RI20800-00005	Electronic Software Delivery 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	EA	1.00	0.00	0.00	0.00
		<b>Pricing Agreement:</b>					
		Pricing Date:					
		Pricing Quantity:					
		Quantity Type:					
		PO Date					
		PO Date					
		Current Order Quantity					
5	RI20800-00006	Electronic Software Delivery ADDITIONAL PRODUCTS (DESKTOP/USERS/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	EA	1.00	0.00	0.00	0.00
		<b>Pricing Agreement:</b>					
		Pricing Date:					
		Pricing Quantity:					
		Quantity Type:					
		PO Date					
		PO Date					
		Current Order Quantity					
6	RI20800-00007	Electronic Software Delivery ADDITIONAL PRODUCTS (SERVERS)-Device-Computer software:Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU) 3 or 5 YEARS?	EA	1.00	0.00	0.00	0.00

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**Authorized Signature**  


# CONTRACT

Dispatch via Print

County of Riverside

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

Contract ID		Page	
RIVCO-20800-007-12/15		3 of 4	
Contract Dates	Currency	Rate Type	Rate Date
11/01/2014 to 12/31/2015	USD	CRRNT	PO Date
Description:		Contract Maximum	
MS Enterprise Agreement YR4of5		7,700,000.00	
Allow Multicurrency PO			

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
<b>Pricing Agreement:</b>		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				
7	Electronic Software Delivery	PREMIER SUPPORT SERVICES	EA	1.00	0.00	0.00	0.00
<b>Pricing Agreement:</b>		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				
8		OFFICE 365 SUBSCRIPTION - Microsoft Enterprise Agreement software licenses for Riverside County & surrounding Government Agencies within CA. (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU)	EA	1.00	0.00	0.00	0.00
<b>Pricing Agreement:</b>		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				

INSIGHT PUBLIC SECTOR IS THE COUNTY OF RIVERSIDE'S MAIN LARS FOR ALL MS EA PRODUCTS INCLUDING PREMIER SUPPORT (NEW CUSTOMER ONLY FOR PREMIER, EXISTING CUSTOMERS MAY GO THROUGH MS DIRECT FOR PREMIER SUPPORT).

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

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

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

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

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

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

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

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

Applications: Added at Signing 0.00%  
 Applications: True-Ups 0.00%

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

Dispatch via Print

## County of Riverside

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

<b>Contract ID</b> RIVCO-20800-007-12/15			Page 4 of 4
<b>Contract Dates</b> 11/01/2014 to 12/31/2015	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> MS Enterprise Agreement YR4of5			<b>Contract Maximum</b> 7,700,000.00
<b>Allow Multicurrency PO</b>			

Tax Exempt? N Tax Exempt ID:

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

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, 2015 through December 31, 2015.  
Year: 4 of 5, final year end date of December 31, 2016

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

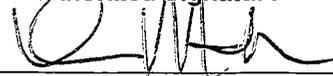
COUNTY OF RIVERSIDE



BY: 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  
Date:

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Authorized Signature



# CONTRACT

## County of Riverside

Dispatch via Print

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

Contract ID		Page	
RIVCO-20800-005-12/15		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
01/01/2015 to 12/31/2015	USD	CRRNT	PO Date
Description:		Contract Maximum	
Microsoft Enterprise Agreement		0.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

### Contract Lines:

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

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

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

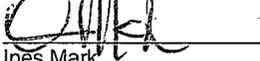
PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later.

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.

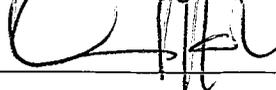
License Period of Performance: From January 1, 2015 through December 31, 2015.  
Year: 4 of 5, final year end date of December 31, 2016.

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



# CONTRACT

**County of Riverside**

**Dispatch via Print**

**Vendor ID** 0000044719  
 Softchoice Corporation  
 314 W Superior Street, Suite 301  
 Chicago IL 60654  
 USA

<b>Contract ID</b> RIVCO-20800-006-12/15		Page 1 of 1	
<b>Contract Dates</b> 01/01/2015 to 12/31/2015	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> Microsoft Enterprise Agreement		<b>Contract Maximum</b> 0.00	
<b>Allow Multicurrency PO</b>			

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

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

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

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

License Period of Performance: From January 1, 2015 through December 31, 2015.  
 Year: 4 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  
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 Fax: (951) 955-4946  
 E-mail: imark@co.riverside.ca.us

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 Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**  


# CONTRACT

**County of Riverside**

**Dispatch via Print**

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

<b>Contract ID</b> RIVCO-20800-002-12/15		Page 1 of 2	
<b>Contract Dates</b> 01/01/2015 to 12/31/2015	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> Microsoft Enterprise Agreement		<b>Contract Maximum</b> 0.00	
<b>Allow Multicurrency PO</b>			

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

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

<b>Pricing Agreement:</b>	Pricing Date:	PO Date
	Pricing Quantity:	PO Date
	Quantity Type:	Current Order Quantity

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

\*\*\*\*\*  
 PER AMENDMENT #1  
 Pricing for EA enrollments are based on a Cost plus markup percentage, which will be effective as of the Amendment Effective Date of May 12, 2014. See attached amendment.  
 \*\*\*\*\*

PRICING OPTION#1 (EXISTING ENROLLMENTS PRIOR TO MAY 12, 2014)  
 County Entities, CCISDA/MISAC members, and other State agencies already enrolled in a Microsoft EA as of the Effective Date of 11/08/2011.

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

PRICING OPTION#2 (NEW ENROLLMENTS AFTER MAY 12, 2014)  
 County Entities, CCISDA/MISAC members, and other State agencies that enroll in a Microsoft EA after the Amendment Effective Date of May 12, 2014.

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

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.

Final = The price is final after adjustments  
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<p><b>Authorized Signature</b></p>
------------------------------------

# CONTRACT

County of Riverside  
USA

Dispatch via Print

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

<b>Contract ID</b> RIVCO-20800-002-12/15		Page 2 of 2	
<b>Contract Dates</b> 01/01/2015 to 12/31/2015	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> Microsoft Enterprise Agreement		<b>Contract Maximum</b> 0.00	
<b>Allow Multicurrency PO</b>			

Tax Exempt? N Tax Exempt ID:

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

License Period of Performance: From January 1, 2015 through December 31, 2015.  
Year: 4 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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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

<b>Contract ID</b> RIVCO-20800-004-12/15		Page 1 of 1	
<b>Contract Dates</b> 01/01/2015 to 12/31/2015	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> Microsoft Enterprise Agreement		<b>Contract Maximum</b> 0.00	
<b>Allow Multicurrency PO</b>			

Tax Exempt? N      Tax Exempt ID:

#### Contract Lines:

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

#### Pricing Agreement:

Pricing Date:  
Pricing Quantity:  
Quantity Type:

PO Date  
PO Date  
Current Order Quantity

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

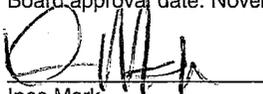
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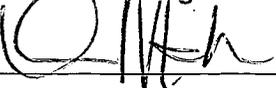
License Period of Performance: From January 1, 2015 through December 31, 2015.  
Year: 4 of 5, final year end date of December 31, 2016.

Board approval date: November 8, 2011

  
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Procurement Contract Specialist  
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E-mail: imark@co.riverside.ca.us

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Authorized Signature



# CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 000005200  
Dell Marketing LP  
PO Box 910916  
Pasadena CA 91110-0916  
USA

Contract ID		Page	
RIVCO-20800-003-12/15		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
01/01/2015 to 12/31/2015	USD	CRRNT	PO Date
Description:		Contract Maximum	
Microsoft Enterprise Agreement		0.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

**Contract Lines:**

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

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

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

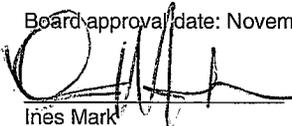
PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later.

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

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License Period of Performance: From January 1, 2015 through December 31, 2015.  
Year: 4 of 5, final year end date of December 31, 2016.

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