

# EXHIBIT A

FENIX #3301

## Participating Agreement #RIVCO-20800-015-12/19

### County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this 8<sup>th</sup> day of November, 2016, by and between PCMG, INC., ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.

2. This agreement is available for use by all government entities within the State of California which the CONTRACTOR can enroll in EA #01E73970 (Enrolled Affiliate) for a period of 36 months. Enrollment documents will contain the terms and conditions specific to each entity.

3. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by EA #01E73970 and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for payment.

3.1 COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. COUNTY shall in no way be responsible to other entities for their purchases, including but not limited to product selection or implementation, services or other related matters.

3.2 CONTRACTOR shall notify each entity in writing of the requirements stated in Section 3.1.

4. This agreement shall be effective upon signature by both parties and continues in effect through December 31, 2019, unless terminated earlier.

5. **Contractor Responsibilities:** CONTRACTOR will offer the following services at no additional charge. It is the responsibility of the government entities to determine which services, if any, meet their needs and communicate that to the CONTRACTOR.

- a) Provide reports showing year to date annual spend according to entity's specifications. Frequency will be determined by each entity (monthly, quarterly, etc.).
- b) Provide reports of licenses purchased and added on to enrollment according to entity's specifications. (Intended for an enrollment that has licenses for multiple entities within a governmental body - county, city, etc.) Frequency will be determined by each entity (monthly, quarterly, etc.).
- c) At the entity's request, provide 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 licenses, track licenses at department/entity levels, transfer licenses to and from each department/entity, and have reporting functionalities.
- d) Provide training to the entity'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. CONTRACTOR should outline what aspects of training they feel would be beneficial.
- e) Provide documentation to the entity 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.
- f) Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment.
- g) Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the entity. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D -7.5% or D), LSP's uplift and contracted unit price.

6. **Participation Form:** CONTRACTOR must complete and return the Microsoft LSP Participation Form, included as Exhibit A with this agreement.

7. **Usage Reporting:** CONTRACTOR will provide the LSP Reporting of Active Enrollments Form showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15<sup>th</sup> of each year. Forms shall be submitted electronically to [MasterMicrosoftAdmin@rivcoit.org](mailto:MasterMicrosoftAdmin@rivcoit.org). A copy of the form is included in this agreement as Exhibit B.

8. **Administrative fees:** CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of \$100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.

8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.

8.2 Failure to meet the administrative fee requirements and submit fees on a timely basis may constitute grounds for suspension or termination of this agreement.

9. **Pricing:** Base Price is Government Level D -7.5% of Published Reseller Cost (Net) for all product and online services and Level D for Azure metered services.

9.1 **Contractor Pricing:**

Category	Description	Unit of Measure	Percentage
License/SA or SA	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	1.00%
Subscriptions Except Azure	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%.  * Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.	Markup	1.00%
True-up / New Purchases / New Subscriptions not Added at Signing Configuration	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	1.00%
Azure only	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D.	Markup	1.00%

10. **Contract Management:** The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 **Primary Contact:**

Jenifer Rutherford, Administrative Services Analyst II  
 Riverside County Information Technology  
 3450 14<sup>th</sup> Street, Riverside, CA 92501  
 Direct: (951) 955-7785  
 Email: [jenifer.rutherford@rivcoit.org](mailto:jenifer.rutherford@rivcoit.org)

10.2 **Secondary Contact:**

John Miller, Sr. Procurement Contract Specialist  
 County of Riverside Purchasing and Fleet Services  
 2980 Washington Street, Riverside, CA 92504  
 Direct line: (951) 955-4945 or (951) 955-4937  
 Email: [JMMiller@rivcoit.org](mailto:JMMiller@rivcoit.org)

10.3 **The CONTRACTOR contact for this agreement is listed below:**

Contact name and title Sharon O. Ennis  
 Address 14120 Newbrook Dr. Ste. 100  
 Address Chantilly, VA 20151  
 Phone 800-625-5468  
 Email [contract@pcmg.com](mailto:contract@pcmg.com)

10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political

PCMG, INC

subdivision of the State of California

By: John J. Benoit  
John J. Benoit, Chairman

By: Sharon O. Ennis  
Name: Sharon O. Ennis

Board of Supervisors

Title: Vice President

Dated: NOV 08 2016

Dated: 10/31/2016

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: Neal Kipnis  
Neal Kipnis,

Deputy County Counsel

STEVE RENEKER  
Chief Information Officer

DAVE ROGERS  
Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO  
Enterprise Applications Bureau  
VEVA HARGUINDEGUY, ACIO  
Converged Communications Bureau  
JIM SMITH, ACIO  
Technology Services Bureau

## Exhibit A - Microsoft LSP Participation Form

<b>Complete this form and return to:</b>  Attention: Jenifer Rutherford E-mail: MasterMicrosoftAdmin@RivcoIT.org	<b>Payment should be made to:</b> Riverside County Information Technology 3450 14 <sup>th</sup> Street, Fourth Floor Riverside, CA 92501  County of Riverside TIN #: 95-6000930
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Company Name: PCMG, Inc. dba PCM Gov, Inc.  
Name: Sharon O. Ennis Title: Vice President  
Address: 14120 Newbrook Dr. Ste. 100  
City: Chantilly, VA Zip Code: 20151 Telephone #: 800-625-5468  
Fax #: 703-378-4464 Email: contract@pcmg.com

The County of Riverside is the host of the Microsoft Master Agreement 01E73970. All questions regarding the products and licensing should be directed to Microsoft.

We agree to pay the participation (administrative) fees for each enrollment that is established by leveraging the County of Riverside Microsoft Master Agreement in accordance to the schedule referenced in agreement, Section 8, and any subsequent contracts or amendments.

We agree that all enrollments will be submitted to Microsoft directly, to report enrollment activity and comply with the payment schedule per per agreement, Section 8, to Riverside County Information Technology.

Please reference the remittance information above when sending the payment.

Sharon O. Ennis  
Signature

10/31/2016  
Date

Sharon O. Ennis  
Printed Name

Vice President  
Title