

Date: October 3, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Recommendation for Approval of a Designated Purchase for Microsoft Premier
Unified Support Services

Agenda Item No. 8(P)(10)

Resolution No. R-880-23

Summary

This item is for a designated purchase with Microsoft Corporation (Microsoft) for a three-year extension with additional expenditure authority to allow the Information Technology Department (ITD) to continue purchasing Microsoft Unified Support Services (formerly Microsoft Premier Support Services) using the most current Microsoft pricelist. These services are essential to continue hardening the security of the County's Microsoft infrastructure, including miamidade.gov, and support unified reactive and proactive services for all Microsoft technologies. These services include ongoing assessments, advisory phone support, on-demand learning resources, and specific engagements to optimize key solutions. Since 2017, this contract has provided the County with proactive support, migration assistance, software development support, and escalation for mission-critical issues. Microsoft is the sole provider of Unified Support Services for enterprise customers.

This contract affords ITD, on behalf of multiple County departments, support with deployments, management and optimization of new services that require specialized Microsoft Consulting Services for various initiatives including, but not limited to, Microsoft Power Platform, Endpoint Manager, Password Protection, Azure AD Hybrid configuration, enhancements to SharePoint Online, Exchange Online, 365 Archiving, as well as provide management of the overall Microsoft environment which is the foundation for better management and governance over data that is used in Miami-Dade County applications and business flows.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present and authorize a designated purchase under sole source *Contract No. SS9892-1/22, Microsoft Premier Unified Support Services*, for ITD. Through the approval of Supplemental Agreement No. 3, the department is seeking to extend the contract for three years with \$5,501,868 in additional expenditure authority and update the price list to the most current Microsoft pricelist, as allowed under Article 16 of the Contract.

Background

The County awarded this sole source contract through Resolution No. R-501-17 on May 2, 2017, for a three-year term with one, three-year option to renew. Since inception, the contract has been modified under delegated authority and by the Board through Resolution Nos. R-1301-19 and R-1114-22. While the County could have negotiated a new agreement with Microsoft, it was deemed to be more efficient for both parties to negotiate an extension for the same outcome for the continuation of services.

With a transition to Microsoft Cloud-based services, the County will be able to support unified reactive and proactive services for all Microsoft technologies. Unified reactive services for critical incidents, technical support and advisory support will be unlimited under this new contract. As the cyber threat landscape faced by the County continues to rapidly evolve, more frequent proactive assessments and

advisory phone support will be performed to ensure the security of County resources and reduce risk to the environment. Training for staff on new technologies through on-demand videos, hands-on labs, learning paths, and expert-led webcasts will prepare the County to successfully implement and support new technologies. Proactive services with assigned Enhanced Designated Engineers encompass specific engagements to optimize key solutions for technology initiatives such as server migrations, Infrastructure as a Service, Platform as a Service, security configuration, Identity, Teams, Power Apps, Data Analytics, Artificial Intelligence (AI) and more as the County continues to implement technologies and migrate services to the cloud and secure the environment. The County will implement new services such as Identity governance (including conditional access, just-in-time access, privilege identity management, access management, and multi-factor reviews), Azure Information Protection (Data classification and loss prevention), Defender for endpoint and cloud applications, and Sentinel for monitoring, alerting and investigation of anomalous activity. Onboarding assistance will ensure successful and secure deployments for new cybersecurity initiatives such as Intune device management protecting the County's hybrid desktop/mobile device environment. These services will provide enhanced defense in depth capabilities and are designed to reduce risk to the County.

Competition for these services is not practicable at this time because Microsoft is the sole provider of the needed support and consulting services provided under this contract, as they are not offered through resellers. Whenever Microsoft-related services are available through other Microsoft resellers or from Microsoft certified service providers, those services are procured through a competitive process. The availability and feasibility for competition will be continually monitored to ensure the need for future designated purchases is reduced or eliminated as soon as practicable. Accordingly, it is in the County's best interest to award this designated purchase contract pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code to continue purchasing these required services.

Scope

The impact of this item is countywide in nature.

Delegated Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, the resolution grants the County Mayor or County Mayor's designee authority to execute Supplemental Agreement No. 3 and exercise all the provisions contained therein.

Fiscal Impact/Funding Source

The contract term expires on November 30, 2023, and has a current cumulative allocation of \$6,690,321. If this request is approved, the contract will have a modified cumulative allocation of \$12,192,189 and will expire on November 30, 2026. The requested increase in expenditure authority is based on additional support assistance necessary to continue securing and optimizing the County's Microsoft application and server infrastructure, including Azure Active Directory Services, Exchange Messaging, SharePoint, OneDrive, Intune, Teams Domain Name System, and Endpoint Configuration Manager.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
ITD	\$6,690,321	\$5,501,868	\$12,192,189	Internal Service Funds	Julian Manduley
Total:	\$6,690,321	\$5,501,868	\$12,192,189		

Track Record/Monitor

Angela Matthews-Tranumn of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Awarded Vendor

Vendor	Principal Address	Local Address	Principal
Microsoft Corporation	One Microsoft Way Redmond, WA	830 Brickell Plaza Miami, FL	Bradford L. Smith

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(10)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(10)
10-3-23

RESOLUTION NO. R-880-23

RESOLUTION AUTHORIZING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING SUPPLEMENTAL AGREEMENT NO. 3 TO CONTRACT NO. SS9892-1/22 FOR MICROSOFT UNIFIED SUPPORT SERVICES FOR THE INFORMATION TECHNOLOGY DEPARTMENT TO EXTEND THE CONTRACT FOR THREE YEARS WITH ADDITIONAL EXPENDITURE AUTHORITY OF \$5,501,868.00 AND UPDATE THE PRICELIST; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

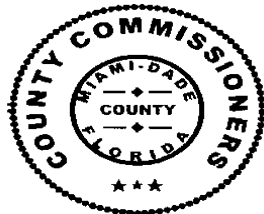
Section 1. This Board finds it is in the best interest of Miami-Dade County to approve Supplemental Agreement No. 3 to Contract No. SS9892-1/22 for Microsoft Unified Support Services, in substantially the form attached hereto and made a part hereof, for the Information Technology Department to extend the contract for three years with additional expenditure authority of \$5,501,868.00 and update the pricelist, pursuant to section 2-8.1(b)(3) of the County Code, by a two-thirds vote of the Board Members present.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute Supplemental Agreement No. 3 and exercise all provisions contained therein. A copy of the original contract is available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency. **MBV**

Michael B. Valdes

**AMENDMENT No. 3
TO
MICROSOFT MASTER SERVICES AGREEMENT – STATE & LOCAL (NON-STANDARD)
(#U5222173)**

Between

Microsoft Corporation One Microsoft Way Redmond, WA 98052	and	Miami-Dade County, FL 5680 SW 87th Avenue Miami, FL 33173
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THIS AMENDMENT No. 3 TO MICROSOFT's MASTER SERVICES AGREEMENT – STATE & LOCAL (NON-STANDARD) (#U5222173) ("Amendment 3") is made and entered into by and between the undersigned for the purpose of amending that certain Microsoft Master Services Agreement State & Local (Non-Standard) (#U5222173) (the "Agreement"), effective as of January 13, 2017, by and between Miami-Dade County, FL ("Customer" or "County") and Microsoft Corporation ("MS" or "Contractor").

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement. In consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first paragraph of Section 11 (Term and Termination) of the Agreement shall be deleted in its entirety and replaced with the following new paragraph:

"The Contract shall become effective on **June 1, 2017** (the "Commencement Date") and shall expire on November **30, 2026** (the "Expiration Date"). The parties signing the cover page of this agreement may terminate it at any time by giving the other party at least sixty (60) calendar days' prior written notice."

2. Revise Section 6(b) "Fees" to include the following:

a. Microsoft Unified Enterprise Support Services Description (USSD)

3. Replace Attachment B (FY17 Published Sector Price List Microsoft Consulting Services) in entirety with (FY23 U.S. SLGE Published Price List Microsoft Consulting Services).
4. Include Attachment C (Microsoft Unified Enterprise Support Services Description (USSD) Schedule)
5. The following language shall be included in the subject contract as Section 28.

- **VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination



the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have signed this Amendment on the date indicated below. This Amendment is not binding until executed by MS.

Microsoft Corporation

Miami-Dade County, FL

By: Steve Honn

By: _____

Name: Steve Honn

__ Name: Daniella Levine Cava

Title: Director of Sales

Title: Mayor

Date: Jul 20, 2023

Date: _____

Attest: _____
Corporate Secretary

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

MICROSOFT CORPORATION

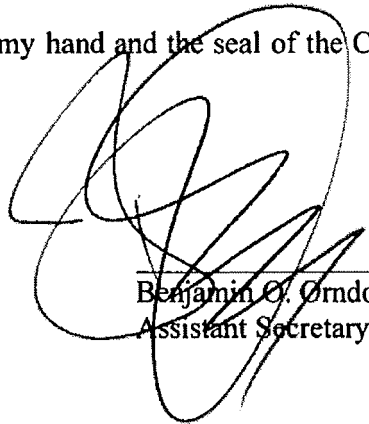
Assistant Secretary's Certificate

I, Benjamin O. Orndorff, do hereby certify that I am a duly elected and acting Assistant Secretary of MICROSOFT CORPORATION, a Washington corporation (the "Corporation") and acting in such capacity, I do further certify that:

1. At the date of this Certificate, Steve Honn is an approved and acting Director Support Specialists of U.S. State and Local Government Services Contracts for the Corporation; and
2. In such capacity, Mr. Honn is authorized to execute U.S. State and Local Government / Education Services contracts, consulting agreements, product support services agreements and any offers, proposals or certifications related to such contracts on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 6th Day of May 2021.



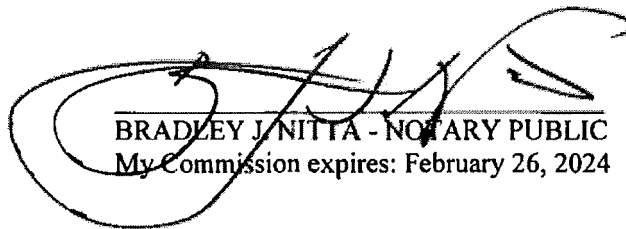

Benjamin O. Orndorff
Assistant Secretary

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and that he stated under oath that he is a duly elected and acting Assistant Secretary of Microsoft Corporation, that he has the authority to execute this instrument, and that his execution of this instrument is his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6th Day of May 2021




BRADLEY J. NITTA - NOTARY PUBLIC
My Commission expires: February 26, 2024

ATTACHMENT B**1.0 Microsoft Services Background**

Microsoft Consulting Services ("MCS") helps customers achieve value from digital transformation at scale. MCS has been an integral part of Microsoft since 1990, helping thousands of customers worldwide build and implement information technology solutions, while empowering every customer to achieve more using Microsoft's latest products, services and technologies to drive Digital Transformation. MCS Practices are located at Microsoft field offices around the world.

1.1 U. S. Federal Services Mission

Our mission is to serve as Trusted Technical Advisors and Architects to Microsoft's State and Local Government / Education Customers and Partners, helping them architect, plan, design and implement solutions leveraging Microsoft products, tools and technologies. MCS Consultants work with customers on specific projects and strategic initiatives and enable customers to gain knowledge in Microsoft product sets and methodologies to build self-sufficiency over time. MCS is the appropriate Microsoft resource to utilize when customer project requirements demand direct Microsoft involvement.

1.2 Microsoft Services Rates

<u>MCS LABOR CATEGORIES</u>	<u>Hourly Rates</u>	<u>Hourly Rates (Cleared)</u>
DELIVERY DATA SCIENTIST	\$340.00	\$360.00
DIGITAL ARCHITECT	\$340.00	\$360.00
AREA SOLUTION ARCHITECT	\$340.00	\$360.00
SOFTWARE ENGINEER	\$340.00	\$360.00
PROGRAM DIRECTOR	\$340.00	\$360.00
PRINCIPAL CONSULTANT	\$330.00	\$350.00
SENIOR CONSULTANT	\$315.00	\$335.00
CONSULTANT	\$280.00	\$300.00
ASSOCIATE CONSULTANT	\$245.00	\$265.00
SENIOR PROJECT MANAGER	\$315.00	\$335.00
PROJECT MANAGER	\$300.00	\$320.00
<u>MCS PARTNER-SUBCON RATES:</u>	<u>Hourly Rates</u>	<u>Hourly Rates</u>
TECHNICIAN VI	\$400.00	\$400.00
TECHNICIAN V	\$300.00	\$300.00
TECHNICIAN IV	\$280.00	\$280.00

TECHNICIAN III	\$245.00	\$245.00
TECHNICIAN II	\$220.00	\$220.00
TECHNICIAN I	\$200.00	\$200.00
TECHNICIAN	\$160.00	\$160.00
ASSOCIATE TECHNICIAN	\$130.00	\$130.00
GITHUB LABOR CATEGORIES:		
SERVICES DELIVERY	\$345.00	\$365.00
PROJ MANAGEMENT OFFICE	\$300.00	\$320.00
US DELIVERY CENTER, "USDC" (REMOTE SERVICES - LAS COLINAS, TX)		
USDC SENIOR CONSULTANT	\$235.00	\$255.00
USDC CONSULTANT	\$195.00	\$215.00
USDC SENIOR PROJECT MANAGER	\$235.00	\$255.00
USDC PROJECT MANAGER	\$195.00	\$215.00
<u>USDC PARTNER-SUBCON RATES</u>	<u>HOURLY RATES</u>	<u>HOURLY RATES</u>
SUBCON – TECH 5	\$195.00	\$195.00
SUBCON – TECH 4	\$175.00	\$175.00
SUBCON – TECH 3	\$160.00	\$160.00
SUBCON – TECH 2	\$135.00	\$135.00
SUBCON – TECH 1	\$115.00	\$115.00
SUBCON - TECH	\$100.00	\$100.00
<i>"Cleared" Hourly rates shall apply whenever the customer requires a Secret or higher-level security clearance (or Agency equivalent type clearance) either by the issuance of a DD254 or otherwise specifying such security requirements in the contract documents.</i>		

Microsoft Global Delivery ("GD")**Offshore Rates**

- MSFT GD Consulting – (FTE) \$85.00/Hr.

Onshore Rates

- MSFT GD Consulting – (FTE) \$230.00/Hr.

➤ Daily per diem and other travel is charged IAW government travel regulations.

o Note: Initial air fare to/from India is not charged to customer.

Notes:

- *The labor category from which personnel will be assigned will be specified by Microsoft in a Work Order based on the nature of the services to be provided.*
- Microsoft reserves the right to revise our rates at any time.

ATTACHMENT C

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference _____, effective as of _____ (the "Agreement"), the provisions of the Unified Enterprise Support Services Description applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft," "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print)	Name Microsoft Corporation
Signature	Signature <i>Steve Honn</i>
Name of person signing (please print)	Name of person signing (please print) Steve Honn
Title of person signing (please print)	Title of person signing (please print) Director of Sales
Signature date	Signature date(effective date) Jul 20, 2023

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Customer invoice information			
Name of Customer		Contact Name (Receives invoices under this Work Order)	
Street Address		Contact E-Mail Address	
City	State/Province	Phone	
Country	Postal Code	Fax	

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on mm/dd/yyyy (the "Support Commencement Date") and will expire on mm/dd/yyyy (the "Support Expiration Date").

2. Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/unified-support-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location

2.1. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

2.2. Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

2.3. Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator			
Street Address		Contact E-Mail Address	
City	State/Province	Phone	
Country	Postal Code	Fax	

3. Use, ownership, rights, and restrictions.

3.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

3.2. Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

3.3. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

3.4. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

3.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

3.6. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different



times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

3.7. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

4. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

5. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Phone	Contact E-Mail Address



Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.



US Public Sector Unified Support Published Price List

Effective: August 1, 2022

Unified Enterprise Support Base ("Foundational") Pricing	Enterprise Support
Server Products	10% for the first \$0 to \$1.5M 9% from \$1.5M to \$3M 8% from \$3M to \$6M 7% from \$6M to \$15M 6% over \$15M
User Products	8% for first \$0 to \$1.5M 7% from \$1.5M to \$3M 6% from \$3M to \$6M 5% from \$6M to \$15M 4% over \$15M
Azure 12-month Historic Spend	10% for the first \$0 to \$1.8M 7.00% from \$1.8M to \$6M 5.00% from \$6M to \$12M 3.00% from \$12M to \$30M 2.25% from \$30M to \$60M 2.00% from \$60M to \$120M 1.75% from \$120M and up
Minimum Unified Enterprise Support Contract Price	\$50,000
Unified Support Add On Pricing	
Proactive Credits	\$149.96 per Credit (includes Extended Service Delivery Management)
Extended Service Delivery Management	\$277 Per Hour
Designated Support Engineer	\$326 Per Hour with 400 Hour Minimum (base support required)
Designated Support Engineer - Office 365 Pod	\$326 Per Hour with 600 Hour Minimum (base support required)
Designated Support Engineer - M365 Pod	\$326 Per Hour with 1,200 Hour Minimum (base support required)
Application Development Manager	\$315 Per Hour with 200 Hour Minimum (base support required)
Onsite Resource Visits	Negotiated Fixed Fee Per Contract
Support for Mission Critical	Custom scoped and priced support with a \$350,000 entry point
Azure Rapid Response	Custom scoped and priced support with a \$75,000 entry point up to 2.5M annually
Azure Event Management	Custom scoped and priced support with a \$10,000 entry point for a single engagement
Office 365 Engineering Direct	10% of Office 365 licensing spend with a minimum of \$200,000 entry point. *

* Minimum requirement of 20,000 or more Office 365 seats.

MDC Supplemental Agreement

Final Audit Report

2023-07-20

Created:	2023-07-20
By:	Nick Sabo (nicksabo@microsoft.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM12s0AvbNuT4Zlg7HNwlyB8vN2u5wZ0-

"MDC Supplemental Agreement" History



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