6

SINGLE SOURCE AWARD **BID # SS-8808-20**

Subject: Microsoft Premier Support Services

Department: Information Technologies Division

Description of Purchase:
Recommend approval to increase the single source purchase order award to Microsoft Corporation in the amount of $15,350.00 to add training and support assistance for the City's SharePoint Online Migration project. Period of service will remain the same from September 21, 2020 through September 20, 2021. Total expenditure not to exceed $71,880.00.

Funding Source: To be encumbered by account 53101.113004.555001.000000.00000000.00000.0000000

Single Source Award To: Microsoft Corporation

Price Justification: See Attached

Total Award: $71,880.00 **Requisition:** FAIT-500664-21

Attachments: Recommendation Memo, Vendor Quote, Previous Award/Informal-PO

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY **DATE:** _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: February 16, 2021

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2021.02.17 10:05:12 -05'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2021.02.16 16:17:36 -05'00'

RE: **SS-8808-20 Microsoft Premier Support Services – Amendment 1**

The Information Technologies Division (ITD) requests to amend SS-8808-20 Microsoft Premier Support Services with Microsoft Corporation (Microsoft). Microsoft Premier Support provides technical support for Windows Server, SharePoint, Terminal Server, Exchange and System Center Configuration Manager, and System Center Operating Manager. The purpose of Amendment 1 is to add training and support assistance for the City's SharePoint Online Migration project. The period of coverage, September 21, 2020, through September 20, 2021, will remain the same.

ITD Management is requesting a $15,350.00 increase for Amendment 1. This request will increase the total contract expenditure not-to-exceed from $56,530.00 to $71,880.00.

FUNDING SOURCE: 53101.113004.555001 Tracy Geake — Digitally signed by Tracy Geake Date: 2021.02.17 09:57:44 -05'00'

Your favorable consideration of ITD's request is appreciated.

Attachments: Services Description # DORV209-304429-367441
Services Description Amendment # AMDDORV209-304429-367441-402746
PO608906-20

CC: Sherry McGuire, UI/UX Project Manager
Elizabeth Brown, IT Operations Manager
Alexander Ciprian, IT Contract Administrator

Microsoft Premier Support Services Description Amendment

City Of Jacksonville
State of FL Contract# 43230000-15-01

Original Work Order Number: *Microsoft affiliate to Complete*	DORV209-304429-367441
Amendment Number:	AMDDORV209-304429-367441-402746

This amends the Microsoft Premier Support Services Description identified above between **City Of Jacksonville** and Microsoft Corporation as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings given them in the Agreement.

I. Amendment

The Microsoft Premier Support Services Description Schedule: Fee and Named Contacts (Premier **Contract # 152873618**) is hereby amended by adding;

Fee Summary

Package	Start Date	End Date	Currency	Amount
City Of Jacksonville	09/21/2020	09/20/2021	USD	$15,350.00
Sub Total				$15,350.00
Amount Due				**$15,350.00**

Services by Support Location

1 Ea.	Activate SharePoint Online Migration
10 Hours	Support Assistance

II. Effect of Amendment

Except as specifically amended by this amendment, all other provisions of the agreement shall remain unchanged, and in full force and effect. When this amendment is fully executed, you will receive a confirming copy.

Customer	**Microsoft Affiliate**
Name of Customer (please print) **City Of Jacksonville**	Name **Microsoft Corporation**
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Signature date	Signature date (effective date)

Microsoft

Date:	November 10, 2020
To:	City of Jacksonville
Re:	**SharePoint Migration Budgetary Estimate**

Premier Support offers end-to-end managed support for customers across the full Microsoft spectrum of products and services. Tailored to your unique priorities, Premier Support helps you accelerate the value of your on-premises and cloud-based software investments by minimizing risk, reducing downtime, and lowering support costs.

In Premier Support, we work closely with you to gain a deep understanding of your business and goals so that we can help your company achieve peak performance and reduce costs. Our proactive services help you maintain IT operations health with customized service management and prioritized 24x7 problem resolution support.

With our flexible, managed support offerings, you can better assist your mobile workforce, drive innovation, and capitalize on the cloud potential.

These are just a few of the key benefits of Premier support:

- Increase productivity
- Streamline operations and help IT become a strategic asset and competitive differentiator
- Reduce business costs and risks
- Proactively identify operational risks to minimize costly disruptions
- Optimize your IT environment
- Access in-depth expertise and enhance your in-house IT skills

Aligned with the primary objective of Premier we would not want to wait for a security event to occur. Microsoft Services provides our customers a wide range of Proactive services targeted at keeping your environment secure and your data safe. In the security area this is a sample of the things our Cybersecurity team addresses:

- Respond to incidents and understand your risk for breaches in critical areas
- Help protect information wherever it is stored
- Proactively identify threats and manage what resources each user can access
- Define a strategic roadmap to plan appropriate mitigations
- Investigate events and implement short and long-term mitigations

If you have any questions, please feel free to contact me at any time.

Sincerely,

Carlos Oquendo Jr.
Support Specialist
804.614.1907
carlos.oquendo@microsoft.com

Microsoft

Proposed Premier Support Services

The following pricing information is best estimate net 60 from received of proposal.

Activate SharePoint Online Migration

- Learn how to migrate content from SharePoint Server and File Shares to SharePoint Online. Gain experience through a combination of hands-on demos combined with expert instruction on using free Microsoft tools and techniques. Understand the general approach and best practices for migration to SharePoint Online regardless of what migration tool you use. Align your existing workloads with Office 365 services across SharePoint Online, OneDrive, and Teams.

Agenda

- Module 1 - Planning
- Module 2 - Assess and Remediate
- Module 3 - Prepare your Environment
- Module 4 - Migrate
- Module 5 - User Onboarding/Support

Pricing

Service	Quantity / Hours	Cost
Activate SharePoint Online Migration	1	$12,800
Support Assitance Hours	10 hours	$2,550
Total		**$15,350**

Microsoft Proprietary and Confidential Information

Single Source Purchase Order 608906-20

Purchase Order	608906-20
Order Date	26-AUG-2020
Change Order	0
Change Order Date	26-AUG-2020
Revision	0
Ordered	56,530.00 USD
Requisition Number	FAIT-500210-20
Solicitation Number	SS 8808-20
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Microsoft
4791 River City Drive
Suite 113, Unit W13A
JACKSONVILLE, FL 32246

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball 9th Floor
214 North Hogan Street
9TH FLOOR
JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
22747	Net 30	Freight Prepaid	FOB Destination	Best Way

Buyer		Deliver To Contact
Sokkhar Muon Email: smuon@coj.net		Aritcis Deas E-mail: adeas@coj.net

Attachments

Type	File Name or URL	Title	Description
File	MS Premier Support - Procurement Memo - 07-28-2020 (002).pdf	MS Premier Support - Procureme	
File	FL City Of Jacksonville SD FY21 (002).pdf	FL City Of Jacksonville SD FY2	
File	SINGLE SOURCE FORM Microsoft Premier Renewal 07282020.pdf	SINGLE SOURCE FORM Microsoft P	
File	Protest Procedures.pdf	Protest Procedures.pdf	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Description#DORV209-304429-367441/Service# U6914902 renewal of Microsoft Premier Support Services from Microsoft Corporation. Period of coverage 9/21/20-9/20/21 53101.113002.546620.000000.00000698.00000.0000000	56,530.00				

Attachments

Type	File Name or URL	Title	Description
File	SINGLE SOURCE FORM Microsoft Premier Renewal 07282020.pdf	SINGLE SOURCE FORM Microsoft P	Single Source

Single Source Purchase Order 608906-20

Line	Item	Price	Quantity	UOM	Ordered	Taxable

Ship To
Ed Ball 9th Floor
214 North Hogan Street
9TH FLOOR
JACKSONVILLE, FL 32202

Promised 56,530.00

Requested

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **56,530.00**

Total **56,530.00**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief, Procurement Division Greg Pease

Single Source Purchase Order 608906-20

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.
b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: July 28, 2020

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

Kenneth E. Lathrop Digitally signed by Kenneth E. Lathrop Date: 2020.08.03 09:23:31 -04'00'

FROM: Mark Deas, Server Infrastructure Manager

Aritcis M Deas Digitally signed by Aritcis M Deas Date: 2020.07.31 14:20:54 -04'00'

RE: **Microsoft Premier Support Services Renewal – Single Source Request**

The Information Technologies Division (ITD) requests approval for a single source renewal purchase of Microsoft Premier Support Services from Microsoft Corporation to put in place a new support agreement for all of our Microsoft software. This contract provides technical support of issues relating to Microsoft products such as Windows Server Operating Systems, SharePoint, Terminal Server, Exchange, System Center Configuration Manager (SCCM) and System Center Operation Manager (SCOM).

The City of Jacksonville has standardized on Microsoft Technologies and they have become mission critical in our enterprise. This agreement allows the City to receive technical support when a major incident arises and causes a mission critical system to go offline.

Microsoft Premier Support Services includes:

- 1 Core Technology Open Enrollment Workshop – Open Workshop
- 1 Health Check – Generic (Classic -PF 0,1 Pkgs)
- Up to 60 hours – Problem Resolution Hours
- Up to 90 hours – Support Account Management
- Up to 10 hours – Support Assistance

Contract valid 9/21/2020 thru 9/20/2021

The total not-to-exceed amount for this request is $56,530.00.

FUNDING SOURCE: 53101.113002.546620.000000.00000698

Tracy Geake Digitally signed by Tracy Geake Date: 2020.07.31 14:56:59 -04'00'

Your favorable consideration of our request is greatly appreciated.

Attachments: Single Source Request
Vendor Quote

CC: Robert Gray, Enterprise Technology Infrastructure Manager

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

The Information Technologies Division (ITD) requests approval for a single source renewal purchase of Microsoft Premier Support Services from Microsoft Corporation to put in place a new support agreement for all of our Microsoft software.

Microsoft Premier Support Services includes:

- 1 Core Technology Open Enrollment Workshop - Open Workshop

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Microsoft Premier support services as an integrated offering is performed only by Microsoft Corporation or its affiliates.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Research conducted. See attached memo provided by vendor.

Microsoft Premier Support Services Description
State and Local Government/Education

(Microsoft Affiliate to complete) **Master Services Agreement Number**	**U6914902**
(Microsoft Affiliate to complete) **Services Description Number**	**DORV209-304429-367441**

Customer Name: **FL City Of Jacksonville**
FL State Contract#: 43230000-15-01

This services description ("Services Description") is made pursuant to the Microsoft Master Services Agreement – State and Local, (the "Agreement"), by and between the undersigned parties or their affiliates, effective as of 1/4/2001, which is incorporated herein by this reference. In this Services Description "Customer" means the undersigned customer and "Microsoft" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page, the Services Description terms below and any attachments or exhibits to this Services Description, which are incorporated herein by reference.

Customer Invoice Information		
Name of Customer **City Of Jacksonville**		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Customer's purchase order.)
Name of Customer or Affiliate that executed the Agreement if different than the undersigned		
Street Address		Contact E-mail Address
City	State/Province	Phone
Country	Postal Code	Fax

Invoicing
Premier Support is a prepaid service and all fees, and any applicable taxes are due upon acceptance of this Services Description. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice Customer for additional Services performed and expenses incurred. Microsoft invoices are payable in full within 30 days of date of the invoice and will be directed to Customer's representative for payment at the address shown above unless otherwise specified in a Customer purchase order.

Term
This Services Description shall commence on **09/21/2020** or the date of the last signature below, whichever is later (the "Commencement Date") and shall expire twelve (12) months from the Commencement Date (the "Expiration Date"). This Services Description must be amended prior to the then current Expiration Date. If the term of this Services Description is not extended prior to the then current Expiration Date, in order for Microsoft to continue providing services, Customer and Microsoft must agree in writing to a new Services Description identifying the terms upon which Customer and Microsoft agree.

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) **City Of Jacksonville**	Name **Microsoft Corporation**
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Date	Date

1. OVERVIEW. This Services Description describes the various types of Microsoft Premier Support that may be obtained (the "Services") by Customer. In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. Unless Microsoft's specifies otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours Customer has purchased as set forth in the in the attached Fee and Named Contacts Schedule(s) ("FNCS").

2. AVAILABLE SERVICES. Customer may purchase a combination of the following Services, subject to certain minimum requirements. The Services Customer purchases and the associated fees will be set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Customer's assigned Microsoft resource ("Services Resource").

2.1 Proactive Services. Proactive services help maintain and improve the health of IT infrastructure and operations. As part of proactive support, Microsoft offers individual proactive services, available and categorized as maintenance, optimization or education services.

2.1.1 Maintenance Services. Maintenance services help prevent issues in Customer's Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

a. **Assessment Program**: An assessment on the design, technical implementation, operations or change management of Customer's Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource(s) will work directly with Customer to remediate possible issues and provide a report containing the technical assessment of Customer's environment, which may include a remediation plan.

b. **Health Check**: An implementation assessment review of Customer's Microsoft resource implementation against Microsoft recommended practices. A Microsoft resource plans the health check engagement with Customer, performs the review, analyzes the data and delivers a report upon completion.

c. **Offline Assessment**: An automated assessment of Customer's Microsoft technology implementation with data collected remotely, or by a Microsoft resource at Customer's location. The data gathered is analyzed by Microsoft using on-premises tools, and we provide Customer with a report of our findings and remediation recommendations.

d. **Proactive Monitoring**: Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps Customer to create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.

e. **Proactive Operations Programs (POP)**: A review with Customer staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft resource.

f. **Risk and Health Assessment Program as a Service (RAP as a Service)**: An automated assessment of Customer's Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a finding report containing remediation recommendations.

g. **Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus)**: RAP as a Service is provided and is followed up with a customized system optimization workshop at Customer location (for up to two days), that is focused on remediation planning and knowledge transfer.

2.1.2 Optimization Services. Optimization Services focus on the goals of optimal utilization of the Customer's technology investment.

a. **Development Focused Services**: Services available to assist Customer staff build, deploy, and support applications built with Microsoft technologies.

b. **IT Services Management**: A suite of services designed to help Customer evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility,

quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the dynamics of cloud-based services when moving an application or service to the cloud.

c. **Lab Services**: Where available in your geography, Microsoft can provide you with access to a lab facility to assist you with product development, benchmarking, testing, prototyping, and migration activities on Microsoft products.

d. **Remediation Services**: Direct engagement with a Microsoft resource to address findings identified during an Assessment service.

e. **Security Services**: The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure. Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats.

2.1.3. Education Services. Education services provide training that help to enhance Customer's support staff's technical and operational skills through either onsite, online or on-demand instruction. Customer may modify the contract to add funding for additional Education Services or, at Customer's request, Microsoft will deduct an equivalent amount of Customer's contracted Support Assistance hours to cover the Education Services Customer select. Education Services can include the following:

a. **Chalk Talks**: Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft resource either in person or online.

b. **On-demand Education**: A subscription service that grants access to a collection of online training materials from a workshop library developed by Microsoft resources. Subscriptions are sold on a per seat basis.

c. **Webcasts**: Microsoft-hosted education sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online. Webcasts can be purchased on a per-attendee basis or as a dedicated delivery to your organization.

d. **Workshops**: Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft resource in person or online. Workshops are purchased on a per-attendee basis or as a dedicated delivery to your organization. Workshops cannot be recorded without express written permission from Microsoft. **All registration requirements for Workshops must be completed by Customer 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).**

Any materials or sample code provided to participants in conjunction with an Education Service are intended for the exclusive use of the participant.

2.1.4. Support Assistance. Where available, proactive services may be sold as a quantity of Support Assistance hours. These hours can be exchanged for one or more proactive services, described above, at current rates that are provided by your Microsoft Services representative. After scheduling the proactive service, Microsoft will deduct the appropriate number of Support Assistance hours from your balance, rounded up to the nearest hour, to cover the value of a daily rate or the fixed fee for the service.

If you order one type of Support Assistance service and wish to exchange it for another, you may apply the hours already purchased to that alternative service, where available and agreed upon with your service delivery manager.

2.2 Service Delivery Management. Service Delivery Management (Support Account Management) activities help to build and maintain relationships with Customer management and service delivery staff as well as to oversee escalation management and managing the elements of Customer's support offering to meet Customer business requirements.

Premier Support packages are coordinated and initiated by a service delivery manager. Service Delivery Management includes planning to assess Customer's current state of IT, building a plan to address improvement points and working with Customer in furtherance of attaining the desired state of Customer's IT operations. Service Delivery Management also incorporates monitoring and managing the quality and timeliness of other Premier Support. Service Delivery Management resources also serve as the consolidation point for Customer feedback regarding the Services to other Microsoft groups. Service Delivery Management resources can be Pooled, Designated or Dedicated determined by the level of Customer's engagement with Microsoft. "Pooled" refers to services performed by a group of individuals located remotely, "Designated" refers to on a part-time basis, either onsite or remotely, by a named individual who also services other Microsoft Premier Support customers, and "Dedicated" refers to services provided, either onsite or remotely, by a named individual who is solely focused on a single Microsoft Premier Support customer. The following services are available to customers who purchase Service Delivery Management.

a. **Service Introduction**. An overview of Premier Support services, including an explanation of how to select and plan proactive services and a demonstration of how to log assisted reactive support requests and utilize available tools.

b. **Service Delivery Planning**. Premier Support services includes a service plan to determine how and when services are to be utilized by collaborating with your team on your business and IT priorities, including your cloud journey.

c. **Service Reviews.** On an ongoing basis, Microsoft will review the past period's services, report to Customer on what has been delivered and improved, review Customer feedback, and discuss any actions or adjustments, which may be required. These reviews may consist of standard status reports and virtual or onsite status meetings (if onsite travel is authorized). Customization of the service review is also available, but this may require an additional purchase, depending on the level of service delivery management included in Customer's purchased Services.

d. **Critical Security Support Advice**. Notification of critical Microsoft Security Bulletins. If Customer has a Designated or Dedicated service delivery management resource, they will help Customer assess the effect of this information on Customer's IT infrastructure.

e. **Incident Management**. Oversight by Microsoft's service delivery team of support incidents to drive timely resolution and a high quality of support delivery. This may include the development of incident response plans, identification of a primary contact for status updates during incidents and facilitating root cause analysis after an incident has occurred.

f. **Crisis Management**. Around-the-clock issue ownership and communication to Customer from the Microsoft service delivery team during situations in which Customer experiences critical business impacts.

g. **Initial Assessment.** A discovery assessment for identifying service needs within Customer's IT operations environment that helps build an actionable plan to reach the desired state of Customer's IT operations. In addition, the service delivery management resources will work with Customer's staff to document risks, which may impact Customer's connectivity and suggest potential mitigations.

h. **Remediation Planning**. A consolidation of actions for improvement prompted by the findings of proactive assessments. These findings will be documented as improvement advice with associated remediation within Customer's service plan. Follow-up takes place through scheduled service reviews.

i. **Microsoft Product/Online Services Lifecycle Awareness**. Microsoft may provide Customer with regular reports on developments within the Microsoft organization and shall advise Customer on any updates around Microsoft product lifecycles or roadmaps which may be applicable to Customer's organization and may provide benefits for Customer's organization. This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.

j. **Incident Trend Analysis & Advice**. Microsoft may provide one or more reviews of Customer's incident history. The focus of the service delivery management resource in this review will be on people, process and technology aspects of high business impact incidents logged with Microsoft involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping Customer lower Customer's IT operations costs. This service may be available to Customer if Customer has a Designated or Dedicated service delivery management resource.

k. **Process Guidance**. Microsoft may provide basic information on recommended practices related to the Microsoft Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.

l. **Information Distribution & Curation (IDC).** Information Distribution delivers security alerts and proactive emails. IDC is a subscription service that, if elected, service delivery management hours will be decremented each month.

2.3 Reactive Services. Reactive services help resolve issues in Customer's Microsoft environment and include prioritized problem resolution services to provide rapid response to minimize downtime.

2.3.1 Problem Resolution Support. Problem Resolution Support ("PRS") provides assistance for problems with specific symptoms encountered while using Microsoft products including troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products.

Incident severity definitions, the Microsoft estimated initial response times, and submission requirements are detailed in the below table.

PRS is charged on an hourly basis and hours are deducted from Customer's pre-paid hours unless Microsoft determines that the problem resulted from a bug in a product that is in mainstream support. Upon Customer request, Microsoft will collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however, it is the responsibility of the third party to support its product.

As needed PRS is provided for Online Services. Purchased PRS hours will not be deducted for incidents opened against these technologies. "Online Services" means the Microsoft-hosted services identified as Online Services in the Microsoft Product Terms.

Service Delivery Management will be utilized in the same manner for all problem resolution requests.

The incident severity determines the response levels within Microsoft, initial estimated response times and Customer responsibilities. Customer is responsible for outlining the business impact to Customer's organization. In consultation with Customer, Microsoft will assign the appropriate severity level. Customer can request a change in severity level during the term of an incident should the business impact require a change.

Severity and Situation	Our Expected Response	Customer's Expected Response
Severity 1 **Catastrophic business impact:** • Complete loss of a core business process and work cannot reasonably continue • Needs immediate attention	• First call response in one hour or less • Our resources at Customer site as soon as possible • Critical situation resource[1] assigned • Continuous effort on a 24/7 basis[2] • Rapid escalation within Microsoft to product teams • Notification of our senior executives	• Notification of Customer's senior executives • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis[2] • Rapid access and response from change control authority • Submission via phone only[3]
Severity A **Critical business impact:** • Significant loss or degradation of services • Needs attention within one hour	• First call response in one hour or less • Our Resources at Customer's site as required • Critical situation resource[1] assigned • Continuous effort on a 24x7 basis[2] • Notification of Our Senior Managers	• Allocation of appropriate resources to sustain continuous effort on a 24x7 basis[2] • Rapid access and response from change control authority • Management notification • Submission via phone only[3]

Severity and Situation	Our Expected Response	Customer's Expected Response
Severity B **Moderate business impact:** • Moderate loss or degradation of services but work can reasonably continue in an impaired manner • Needs attention within two business hours[5]	• First call response in two hours or less • Effort during business hours only[5]	• Allocation of appropriate resources to align to Microsoft effort • Access and response from change control authority within four business hours • Submission via phone or web
Severity C **Minimum business impact:** • Substantially functioning with minor or no impediments of services • Needs attention within four business hours[5]	• First call response in four hours or less • Effort during business hours only[5]	• Accurate contact information on case owner • Responsive within 24 hours • Submission via phone or web

[1] *Critical situation resources are individuals who are assigned to help drive prompt issue resolution through case engagement, escalation, resourcing, and coordination.*
[2] *We may need to downgrade the severity level if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.*
[3] *You may submit online services support requests through the applicable online services support portals.*
[4] *24/7 effort on Severity B issues are not available in all geographies.*
[5] *Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Customer's locality.*

Customer may be required to perform problem determination and resolution activities as requested by Microsoft. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

Customer is responsible for backing-up Customer's data and reconstructing lost or altered files resulting from catastrophic failures. Customer is also responsible for implementing the procedures necessary to safeguard the integrity and security of Customer's software and data.

2.3.2. Onsite Support. Onsite reactive support provides assistance at Customer's location. This service is subject to Microsoft's resource availability and may require an additional charge per onsite visit.

2.3.3 Development Support Assistance: Help creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies.

2.3.4 Advisory Services: Phone-based support on short-term (typically six hours or less) and unplanned issues for IT Professionals and Developers. Advisory Services may include advice, guidance, root cause analysis, and knowledge transfer intended to help you implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages.

2.3.5 Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues; including infrastructure support, supportability reviews, application development and access to lab facility to assist with product development, testing, and migration activities.

Support Assistance is decremented on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. Microsoft will decrement an appropriate number of Support Assistance hours, rounded up to the nearest minute, to cover the value of a daily rate or fixed fee Support Assistance engagement. Customer's Services Resource can provide Customer with the rates applicable to the Support Assistance services requested. If Customer ordered one type of Support Assistance service and desires to exchange it for another, Customer may apply those hours to an alternative service where available and agreed by Customer's Services Resource.

2.4 Designated Support Engineering. Designated Support Engineering ("DSE") services may be purchased as pre-defined offerings or as a block of custom hours that can be used to deliver scoped proactive services. When purchased as hours, DSE service hours are deducted from your total purchased hours as they are utilized and delivered. Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings may have a focus on areas such as Office 365, Azure IaaS, Cybersecurity and Dynamics 365, and include required pre-defined proactive services built in. The focus areas for DSE services:

- Help maintain a deep knowledge of your current and future business requirements and configuration of Customer information technology environment to optimize performance
- Proactively document recommendations for the use of support services –related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)
- Help make Customer's deployment and operation activities consistent with Customer's planned and current implementations of Microsoft technologies.
- Enhance your IT staff's technical and operational skills
- Develop and implement strategies to help prevent future incidents and increase system availability of Customer's covered Microsoft technologies
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies.

DSE is available during normal business hours (09:00 to 17:30) Local Standard Time, excluding holidays and weekends. DSE services support the specific Microsoft products and technologies selected by Customer. DSE services are delivered for a single support location. After normal business hours, Customer should follow existing Premier Support procedures for initiating and escalating incidents.

2.5 Additional Services. Customer may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description and/or an amendment or modification to this Services Description. Customer's purchase of additional Services will be charged at the prevailing price at the time an amendment or modification to this Services Description is signed. If Customer purchases additional Problem Resolution Support hours or converts Software Assurance Benefit incidents to Problem Resolution Support hours, Customer may also be required to purchase additional Services Delivery Management hours. Prior to delivering additional Services, payment modification must be executed by the parties.

3. PREREQUISITES AND ASSUMPTIONS. Microsoft's delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

a. All Services will be provided remotely to Customer's locations in the United States unless

otherwise set forth in an amendment or modification to this Services Description. Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this Services Description, Customer agrees that any travel related expenses incurred by Microsoft will be decremented as a mutually agreed upon fixed fee On-Site Visits as set forth in Fee and Named Contacts Schedule(s). On-Site Visits can be purchased proactively, or the fixed fee can be converted at the then current rate from Support Assistance hours.

b. All Services will be provided in the English language unless otherwise agreed to by Customer and Microsoft in writing or in an amendment or modification to this Services Description.

c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft software unless otherwise set forth in an amendment or modification to this Services Description or specifically excluded on the Microsoft Premier Online website at http://premier.microsoft.com. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Support Phase, as defined at http://support.microsoft.com/lifecycle, unless Customer has purchased such support in an amendment or modification to this Services Description.

d. Support for pre-release and beta products is not provided except as otherwise provided in an amendment or modification to this Services Description.

e. **SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THE AGREEMENT AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THIS SERVICES DESCRIPTION.**

f. Scheduling of Services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.

g. Microsoft can access Customer's system via remote connection to analyze problems at Customer request. Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Microsoft promptly upon request. In order to utilize remote connection assistance, Customer must provide Microsoft with the appropriate access and necessary equipment.

h. Customer must have access to the Internet in order to take advantage of Internet-based services.

i. Some services may require us to process and access Customer Data. When we do so, we use Microsoft-approved technologies, which comply with our data protection policies and processes. If you request that we use technologies not approved by Microsoft, you understand and agree that you are solely responsible for the integrity and security of your Customer Data and that Microsoft assumes no liability in connection with the use of non-Microsoft-approved technologies.

j. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Service Delivery Management to facilitate delivery of Customer's Problem Resolution Support. If Customer purchases additional Problem Resolution Support, Support Assistance, or if Customer converts Software Assurance to Problem Resolution Support, Customer may be required to purchase additional Service Delivery Management.

k. Support services are limited to advice and guidance related to code owned by you or by Microsoft

l. There may be minimum platform requirements for the services purchased.

m. Additional Prerequisites and Assumptions may be set forth in amendment or modifications to this Services Description.

4. CUSTOMER RESPONSIBILITIES. This section sets forth Customer's performance obligations under this Services Description. Microsoft's performance is predicated upon Customer fulfilling the following responsibilities in addition to those set forth herein and any amendments or modifications to this Services Description. Failure to comply with the following responsibilities may result in delays of Service.

a. Customer can designate named contacts as set forth in the "Customer Contacts" section in the FNCS, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Customer's team and will manage all of Customer's support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Microsoft Premier Support online website, support issue submission and access to Customer's Services Resource. In addition to the named contacts, Customer may also identify two types of group contacts as follows:
   - One type will receive a shared account ID that provides access to the Microsoft Premier Online website for information content and the ability to submit support requests.
   - One type will receive a shared account ID that provides access to the Microsoft Premier Online Website for information only.

b. When submitting a service request, Customer reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These individuals should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.

c. Customer agrees to work with Microsoft to plan for the utilization of Services based upon the Premier support level Customer purchased.

d. Customer agrees to notify us of any changes to the designated contacts named on the FNCS.

e. Customer agrees to provide an internal escalation process to facilitate communication between Customer management and Microsoft as appropriate.

f. Customer may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages,

collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

g. Customer is responsible for backing up your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.

h. Customer agrees to respond to Government satisfaction surveys Microsoft may provide to Customer from time-to-time regarding the Services.

i. Customer agrees to provide reasonable office space, telephone and high-speed internet access, and access to Customer internal systems and diagnostic tools to Microsoft Services Resources that are required to be on-site.

j. Customer is responsible for any travel and expenses incurred by Customer's employees or contractors.

k. Customer may be asked by your service delivery manager to fulfill other responsibilities specific to the service you purchased.

5. ADDITIONAL TERMS AND CONDITIONS. This section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

a. ***Products.*** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Products will not be purchased under this Agreement.

b. ***Fixes and Services Deliverables.***

i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.

ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will 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.

iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in the Agreement.

iv. ***Affiliates rights.*** Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.

c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not 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 Agreement.

d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** All rights not expressly granted are reserved to Microsoft.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

6. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Agreement and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

7. Attachments

The following Schedule(s) and Exhibits are attached at the execution of this Services Description:

☑ Microsoft Exhibit: Premier Fee and Named Contacts

Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts

City Of Jacksonville

(Microsoft Affiliate to complete) **Support Services Description Number**	**DORV209-304429-367441**

This Fee and Named Contacts Schedule ("Schedule" or "FNCS") is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**" or "SD") between Microsoft Corporation ("Microsoft") and the Customer ("Customer"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Microsoft's performance of Services under this Schedule Customer agrees to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. The terms of the Agreement, Services Description and any related Schedules and Exhibits shall apply and supersede the terms and conditions contained in any purchase order. By signing below the parties acknowledge and agree to be bound to the terms of the Services Description and this Schedule.

Term
This FNCS will commence (the "Commencement Date") and shall expire (the "Expiration Date") on the same dates as the SD listed above.

During the term of this Services Description, Microsoft may make available a new Unified Support services offering that will help you achieve greater value from your Microsoft technology investment. If Microsoft determines in its sole discretion that it will no longer continue to provide the Premier Support offering sold to you under this Services Description, Microsoft reserves the right to discontinue the Premier Support offering, effective at your annual anniversary date. Microsoft will provide at least [90] days prior written notice of any such discontinuation unless prohibited from doing so by applicable law. In addition, Microsoft will make any successor support services offering available to **FL City Of Jacksonville** prior to any discontinuation of Customer's Premier Offering at Microsoft's then-current rates and terms for such services. For the avoidance of doubt, Customer's termination rights as set forth in the Agreement remain in full force and effect.

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that Customer has pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary (USD)

Package	Start Date	End Date	Currency	Amount
FL City Of Jacksonville Foundation	9/21/2020	9/20/2021	USD	56,530.00
Sub Total				56,530.00
Amount Due				**56,530.00**

Software Assurance Benefits

Customer may elect to convert Customer Software Assurance 24x7 Problem Resolution Support Incidents ("24x7 SAB Incidents) to eligible components of Premier Problem Resolution Support ("PRS"), Designated Support Engineering ("DSE") or Third Tier Support ("TTS") hours for use consistent with Customer's Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by Customer's Services Resource. 24x7 SAB Incidents that Customer converts to PRS, DES or TTS hours may not exceed 50% of the Premier Services contract value at the time of conversion. If Customer converts 24x7 SAB Incidents to PRS, DSE or TTS hours, or if Customer purchases additional PRS, DSE, TTS, or Support Assistance, Customer may be required to purchase additional Support Account Management hours to facilitate delivery of PRS, DES or TTS. 24x7 SAB Incidents Customer converted to PRS, DSE or TTS hours are subject to this Services Description. Software Assurance Benefits are only eligible for conversion prior to expiration of the agreement in which they are provided. Expired Software Assurance 24x7 PRS incidents cannot be used or reinstated. Software Assurance Benefits are subject to the terms of the Services Description and the Product Terms published on www.microsoft.com/licensing/contracts, or successor site, as updated from time to time, including, but not limited to, Appendix B of the Product Terms. Further details are also available at www.microsoft.com/licensing/licensing-programs/software-assurance-by-benefits, such as changes to the Problem Resolution Support benefit expected to begin in February 2022 that will affect support eligibility criteria and support allocations, which may result in adjustments to equivalent incident value.

b. Services by Support Location

FL City Of Jacksonville Foundation			
Qty	**Description**	**Unit**	**Amount**
1	Core Technology Open Enrollment Workshop - Open Workshop	Ea.	3,900.00
1	Health Check - Generic (Classic-PF 0,1 Pkgs)	Ea.	12,700.00
60	Problem Resolution Hours	Hr.	14,880.00
90	Support Account Management	Hr.	22,500.00
10	Support Assistance	Hr.	2,550.00

2. CUSTOMER CONTACTS

Premier Customer Technical Named Contacts: Any subsequent changes to the Technical Named Contacts should be submitted to the Services Resource.

CSM Name:
Address:
Phone:
Email:

3. MICROSOFT CONTACT

Microsoft Contact Name: **Carlos Oquendo Jr.**
E-Mail Address: **caoquend@microsoft.com**
Phone: 804-614-1907