



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Innovation & Technology
Department Contact Person: Angela Green Telephone: 770 755-2241
Email: adgreen@dekalbcountyga.gov

Requisition Number: _____ Suggested Supplier: Microsoft
Estimated Amount of Purchase: \$ 292,445.46
Detailed Description of the Goods or Services to be purchased: Microsoft Unified Support

Emergency (For Emergency Requests, Please check this box and answer **all** questions below.)

1. Date and Time of Emergency Occurrence _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

Microsoft United Support is a vital lifeline of support that is imperative to maintain in the event an issue was to occur. Office 365, SharePoint and the Windows Operating Systems is the core backbone for 90% of the county's enterprises systems and business processes.

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

No.

3. Explain the impact to the County or Public if this request is not approved.

Without the support renewal, access to patches, security alerts, and support will be non-existent delaying remediation response time.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) _____

Signature:  Date: _____

Signed by: John A Matelski

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) _____

Signature: _____ Date: _____

Signed by: L. Densen Walters
Date & Time: 24 Mar, 2021 07:35:47 EDT

Procurement Manager (Typed/Printed Name) _____

Signature:  Date: _____

Signed by: Phyllis A Head
Date & Time: 24 Mar, 2021 08:48:13 EDT

Approved Not Approved
Cathryn Horner

Signature: _____, Director, Department of Purchasing and Contracting Date: _____

March 4, 2021

MICROSOFT SUPPORT SERVICES PROGRAM DESCRIPTION

DeKalb County, GA
3630 Camp Circle
Room 201
Decatur, GA 30032
Attn: Ms. Angela Green

Re: Microsoft Support Services

Dear Ms. Green,

Microsoft is pleased to provide the following information regarding its Support Services offering to assist in making a determination relative to a sole source justification.

Microsoft Support Services are comprised of a comprehensive support solution that helps reduce costs, enhance productivity, and use technology throughout the IT lifecycle. They offer direct, expedient and unique access to Microsoft product development teams, software developers and source code for current and future products enabling (a) specialized insight into the architecture of current solutions that can facilitate smooth migrations to existing and future unreleased products/versions; (b) quick and comprehensive resolution of product support, trouble-shooting and hot-fix type issues; and (c) immediate and focused technology feedback link between our customers and the Microsoft product development teams to help shape the direction, features and functionality of future products.

Specialized training of Microsoft personnel is provided from Microsoft product development teams on how enterprise customers can best plan for, deploy, manage and maximize productivity of existing and future Microsoft products.

Furthermore, as part of Microsoft's unique Support Services offer, the following services are available:

Reactive support helps resolve issues in your Microsoft environment and include prioritized problem resolution services to provide rapid response to minimize downtime. As part of reactive support services, Microsoft offers:

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products Problem Resolution Support and request for support may be submitted via telephone or electronically through an online support website portal.

Microsoft®

Services

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

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.

Service Delivery Management (Support Account Management) activities help to build and maintain relationships with your management and service delivery staff as well as to oversee escalation management and managing the elements of your support offering to meet your business requirements. These actions are managed by a Microsoft Technical Account Manager (TAM), coordinated by resources from a pooled set of resources, or provided digitally through access to an online services portal website portal.

Proactive services which 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.

Maintenance services help prevent issues in your Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

Optimization services focus on the goals of optimal utilization of the customer's technology investment. These services may include remote administration of cloud services, optimizing the adoption of Microsoft product capabilities by end users and ensuring a robust security and identity posture.

Education services provide specialized training that help to enhance your support staff's technical and operational skills through either onsite, online or on-demand instruction. These include specialized workshops, which help prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies, and specialized training, which includes how customers can best plan for, deploy, manage, and maximize productivity of existing and future Microsoft products. These sessions are available at your facility or at Microsoft and can include deep technical development presentations with hands-on labs to facilitate your implementation of Microsoft technologies.

The support services described above are performed only by Microsoft Corporation or its affiliates (including full time employees and outsourced service providers delivering support as directed by Microsoft), even in those circumstances where it is sold through a reseller.



Should you have any questions concerning this letter, please do not hesitate to contact me at (813) 281-3940 or at chabrown@microsoft.com.

Sincerely,

Charles H. Brown
Charles H. Brown (Mar 5, 2021 08:16 EST)

Mar 5, 2021

Charles H. Brown
Director, U.S. SLG Services Contracts





Premier Sole Source Letter (DeKalb County, GA)

Final Audit Report

2021-03-05

Created:	2021-03-04
By:	John Deas Udeas@microsoft.com
Status:	Signed
Transaction ID:	CBJCHBCAABAAGZFTHF4S3TbHp7EYhvoG7nYWIRUhS490

"Premier Sole Source Letter (DeKalb County, GA)" History

-  Document created by John Deas Udeas@microsoft.com
2021-03-04 - 11:20:44 PM GMT- IP address: 69.246.190.9
-  Document emailed to Charles H. Brown (chabrown@microsoft.com) for signature
2021-03-04 - 11:21:21 PM GMT
-  Email viewed by Charles H. Brown (chabrown@microsoft.com)
2021-03-05 - 1:15:56 PM GMT- IP address: 104.47.54.254
-  Document e-signed by Charles H. Brown (chabrown@microsoft.com)
Signature Date: 2021-03-05 - 1:16:15 PM GMT-Time Source: server- IP address: 65.34.69.92
-  Agreement completed.
2021-03-05- 1:16:15 PM GMT

Public Notice of Proposed Award of Sole Source Procurement

Section A – Description of Proposed Sole Source Procurement

Description of Supplies/Services: Microsoft Unified Support

Demonstration of Contractor’s Unique Qualifications:

Microsoft support services that comprised of a comprehensive support solution that helps reduce costs, enhances productivity, and uses technology throughout the IT lifecycle. They offer direct, expedient and unique access to Microsoft product development teams, software developers and source code for current and future products enabling (a) specialized insight into the architecture of current solutions that can facilitate smooth migrations to existing and future unreleased products/versions; (b) quick and comprehensive resolution of product support, trouble-shooting and hot-fix type issues; and (c) immediate and focused technology feedback link between our customers and the Microsoft product development teams to help shape the direction, features and functionality of future products.

Specialized training of Microsoft personnel.

Section B – To Be Completed by the Department of Purchasing and Contracting

Market Survey Results

Date Public Notice posted on website: March 15, 2021

Date Public Notice closed: March 22, 2021

Review of Offers

Were any offers received (Yes/No): YES

Number of offers received: 1

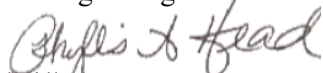
Responders: IBM did respond, but their response states that their product is not an exact match to Microsoft United Support. Microsoft United Support is a vital resource for the IT team. It is imperative that this level of support is maintained in the event an issue was to occur that is outside the knowledgebase of the support team. Office 365, SharePoint and the Windows Operating Systems are the backbone for 90% of the county’s enterprises systems and business processes. Without the support renewal, access to patches, security alerts, and support will be non-existent delaying remediation response time and possible risks from malware and external attacks.

L. Deneen Walters

Signed by: L. Deneen Walters
Date & Time: 24 Mar, 2021 07:35:53 EDT

Agent Signature

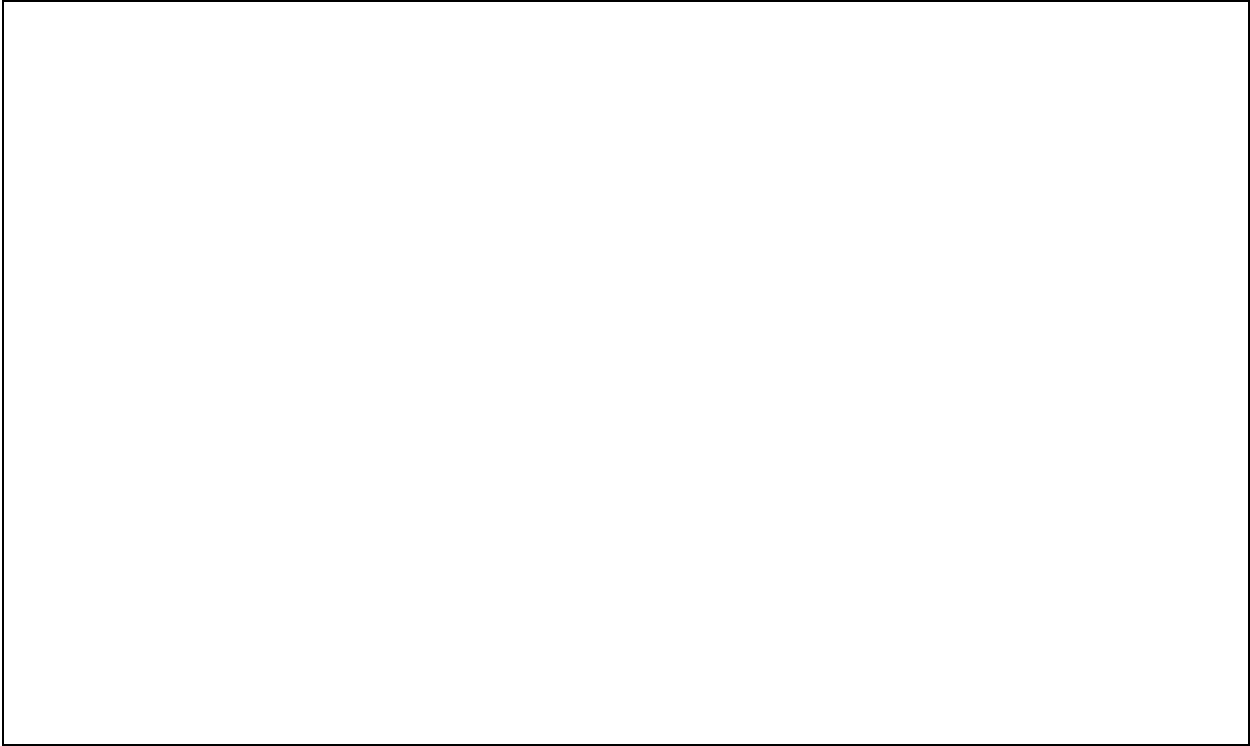
Date



Signed by: Phyllis A Head
Date & Time: 24 Mar, 2021 08:48:19 EDT

Procurement Manager Signature

Date



Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)
Work Order Number

DORV216-334287-407682

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference U2304455, effective as of 7/16/2001 (the "Agreement"), the provisions of the Support Services Description applicable to the Support 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. 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 <small>(please print)</small>	Name
County of Dekalb	Microsoft Corporation
Signature	Signature
Name of person signing <small>(please print)</small>	Name of person signing <small>(please print)</small>
Title of person signing <small>(please print)</small>	Title of person signing <small>(please print)</small>
Signature date	Signature date <small>(effective date)</small>

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 shall be effective and will commence on **06/01/2021** or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire twelve (12) months following the Support Commencement Date (the "Support Expiration Date"). This Work Order may be amended, and the Period of Performance extended prior to the Support Expiration Date. In order for Microsoft to continue performing Services after the Support Expiration Date of this Work Order, Customer and Microsoft shall agree in writing to a new Work Order identifying the new terms upon which Customer and Microsoft agree.

1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at <http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description>. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

DeKalb County Unified FY21 US - SLG - Southeast 6/1/2021 - 5/31/2022		
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
2 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services - Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management - Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
150 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

Dekalb County Unified Proactive Engagements US - SLG - Southeast 6/1/2021 - 5/31/2022		
Quantity	Service	Service Type
1 ea	Activate Azure SQL Security and Governance	Proof of Concept
1 ea	Activate Optimize SQL Databases in Azure with CI/CD Pipelines	Proof of Concept
1 ea	Proactive Credits	Proactive Credits
1 ea	Security: Azure Sentinel - Fundamentals	Proactive Operations Program
Included	Service Delivery Management Extended	Service Delivery Management

1.3. 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.

Services Summary	Billing Date	Fee USD
Dekalb County Unified FY21	6/1/2021	327,888.46
Dekalb County Unified Proactive Engagements	6/1/2021	62,750.00
Subtotal		390,638.46
Software Assurance Benefits *		(98,193.00)
Total Fees (excluding taxes)		292,445.46

Software Assurance Benefits

* Customer will transfer 71 Software Assurance PRS incidents to this support agreement as part of this support package.

The Software Assurance Benefits are subject to the terms of the SCSD and Product Terms, 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 beginning in February 2023 that will affect support eligibility criteria and support allocations, which may result in adjustments to equivalent incident value.

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.4. Customer Named Contacts.

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

Name of Customer Support Manager (CSM)		
Street Address		Contact e-mail address
City	State/Province	Phone
Country	Postal code	Fax

2. Use, ownership, rights, and restrictions.

2.1. 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.

2.2. 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" do 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.

2.3. 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.

2.4. 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.

2.5. Affiliates' rights.

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates. 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.

2.6. 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.

2.7. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

3. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name: **Carlos Oquendo Jr.**

E-Mail Address: caoquend@microsoft.com

Phone: **1 (804) 614-1907**

Appendix A

Below is a list of your declared licensed products and cloud services for which Microsoft will provide support services as defined within this document.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
DEKALB COUNTY	OPEN	01347171ZZL2007
DEKALB COUNTY	OPEN	02099169ZZL2102
DEKALB COUNTY, GEORGIA	Enterprise 6	5948193
PW - ROADS & DRAINAGE C/M	OPEN	95625677ZZL1708
DEKALB COUNTY FACILITIES MANAGEMENT	OPEN	95625677ZZL1708
COURTHOUSE ADMIN TOWER - STATE	OPEN	97588736ZZL1810
INNOVATION AND TECHNOLOGY	OPEN	97588736ZZL1810
CLERK OF SUPERIOR COURT	OPEN	99373781ZZL1912
CLERK COURT OF DEKALB COUNTY	OPEN	99378904ZZL1912
DEKALB COUNTY, GEORGIA	Enterprise 6	62941672
SHERIFF S OFFICE	OPEN	04323561ZZL2212
DEKALB COUNTY	OPEN	03880360ZZL2207
DEKALB COUNTY, GEORGIA-62941672-AZURE MAC DEKALB	Enterprise 6	5820621
DEKALB COUNTY, GEORGIA-5948193-AZURE MAC DEKALB	Enterprise 6	6682306