

**AMENDMENT No. 2 TO:
Orange County Master Agreement
MA-017-19010780**

**Between
Microsoft Corporation and County of Orange - OCIT**

THIS AMENDMENT No. 2 TO Master Agreement MA-017-19010780 (the "Amendment") is made and entered into effective as of the date fully executed by and between the undersigned for the purpose of amending that certain Master Agreement MA-017-19010780 (the "Agreement"), by and between County of Orange – OCIT ("Customer" or "you") and Microsoft Corporation ("Microsoft").

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

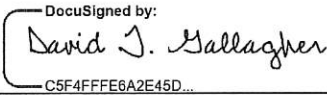
In consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. Attachment C to the Agreement (Compensation and Payment) is hereby deleted in its entirety and replaced by the new Attachment C, which follows below.
- 2. All other terms and conditions shall remain unchanged. The Agreement shall remain in full force and effect as modified by this Amendment.

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

MICROSOFT CORPORATION

COUNTY OF ORANGE - OCIT

By:  _____
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By: _____

David T. Gallagher

Name

Director of Contracts


Title

12/9/2019

Date

Date

APPROVED AS TO FORM
Office of County Counsel
County of Orange, California

 Patricia Bone for Dan Shephard 12/12/19
Deputy County Counsel Date

**ATTACHMENT C
COMPENSATION AND PAYMENT**

- I. Compensation:** Microsoft agrees to provide services at the fixed rates and prices as set forth in the Master Agreement. The total amount of this Subordinate Agreement shall not exceed **\$529,709.00**. The amount of \$529,709 is inclusive of the original total \$489,709 plus the amended amount of \$40,000 per Amendment No. 1. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

Microsoft shall bill County for goods and services provided according to the rates listed below:

AGREEMENT NOT TO EXCEED TOTAL AMOUNT \$529,709.00

Classification/Title	Unit	Published Hourly Rates	Fully-Burdened Rates*
Architectural Consultant	Hour	\$305.00	\$344.00
Principal Consultant	Hour	\$292.00	\$331.00
Senior Consultant	Hour	\$279.00	\$335.00
Project Manager	Hour	\$268.00	\$307.00
Account Delivery Executive*	Hour	\$268.00	\$307.00
Consultant*	Hour	\$250.00	\$308.00
Associate Consultant	Hour	\$217.00	\$277.00
Technician V	Hour	\$260.00	\$310.00
Technician IV	Hour	\$245.00	\$295.00
Technician III	Hour	\$216.00	\$266.00
Technician II	Hour	\$189.00	\$239.00
Technician I	Hour	\$163.00	\$186.00
Technician	Hour	\$136.00	\$158.00
Offshore Global Delivery Consultant	Hour	\$75.00	\$75.00
Offshore Global Delivery Project Manager**	Hour	\$82.00	\$82.00

*The totals referenced above were calculated using fully burdened rates for Microsoft Resources. The services component of these fully burdened rates is equal to "Published Hourly Rates" from Microsoft's Public Sector Services Published Price List for FY18. These fully burdened rates, provided at Orange County's request, are in compliance with all of its procurement policies, laws, rules and regulations. Fully Burdened Rates include travel expenses.

**The totals referenced above were calculated using Microsoft's Public Sector Services Published Price List for FY20.

II. Microsoft Gratuitous Investment Funds: The services outlined above include services funded by Microsoft for which you shall have no legal or moral obligation to pay and for which we waive any entitlement to compensation. By providing these services, it is the parties' intent to be in compliance with applicable laws and regulations and the parties' contractual obligations regarding the provision of these services. Specifically, it is understood that all services, materials and/or products provided under this work order are for the sole benefit and use of the government agency for which we provide them, directly or indirectly, and are not provided to or for any individual government employee.

- Microsoft gratuitous investment funds shall not exceed \$275,767.
- Microsoft gratuitous investment funds expire June 30, 2020.
- Microsoft gratuitous investment funds will be allocated to the roles of Project Manager, Offshore Global Delivery Project Manager and Architectural Consultant.
- If the Microsoft gratuitous investment funds are fully consumed prior to the expiration date, the roles of Project Manager, Offshore Global Delivery Project Manager and Architectural Consultant will bill against the customer funds, not to exceed total contract value of \$529,709.

III. Payment Workstreams: The engagement has been broken down into 4 workstreams (see OC MIM Implementation Project Plan V1):

- Workstream 1 - GAL Sync
- Workstream 2 - Azure SSPR
- Workstream 3 - User and Group Management from MIM Portal
- Workstream 4 - HR integration and Provisioning

Per Amendment No. 1, the funding will be allocated according to the following workstreams.

Workstream	Funding Allocation	Acceptance
Workstream 1 - GAL Sync,	Up to max of 15% Contract Value* (up to \$79,456.35)	Workstream Signoff
Workstream 2 - Azure SSPR,	Up to a max of 50% Contact Value* (Workstream 1 and 2 cumulative up to \$264,854.50)	Workstream Signoff
Workstream 3 - User and Group Management from MIM Portal	Up to a max of 80% Contract Value* (Workstream 1 thru 3 cumulative up to \$423,767.20)	Workstream Signoff
Workstream 4 - HR integration and Provisioning	100% Contract Value* (Workstream 1 thru 4 cumulative up to \$529,709)	Workstream Signoff

*Contract value is defined to be \$529,709 and does not include Microsoft gratuitous funding for the allocation calculations above.

IV. Payment Terms: Payment shall be made in arrears. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange. County shall be billed on a monthly basis and shall be verified and approved by the County subject to routine processing requirements. At the sole discretion of the County, the County may request additional information/clarification from Microsoft in order to obtain sufficient information to process each

invoice. The responsibility for providing an acceptable invoice to the County for payment rests with Microsoft. Incomplete or incorrect invoices are not acceptable and will be returned to Microsoft for correction.

Billing shall cover goods and services not previously invoiced. Microsoft shall reimburse the County of Orange for any monies paid to Microsoft for good and services not provided or when goods and services do not meet the Agreement requirements. County reserves the right to terminate this Agreement for cause if Microsoft does not meet the applicable specification for the Scope of Work identified in Attachment A. Payments made by the County shall not preclude the right of the County from thereafter disputing any goods involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods.

V. Invoice Instructions: Each invoice must be on Microsoft's letterhead and have a unique number and shall include the following information:

- a. Microsoft's name and address
- b. Microsoft's remittance address
- c. County Agreement #MA-017-19010780
- d. Microsoft's Federal I.D. number
- e. Date of Order/Service date(s)
- f. Product/service description, quantity, prices
- g. Total invoice amount Invoices are to be forwarded to:

County of Orange
OCIT/Budget & Finance Division
Attention: Accounts Payable
1055N. Main Street, 6th Floor
Santa Ana, CA 92701

- h. Resource Classification
- i. Hourly Rate
- j. # of Hours
- k. Total (for each Resource Classification)
- l. Identify which Workstream the cost is associated with