

P.

''



El Paso County Agenda Item Details

Item Title:	Information Technology Department - Contract No. 2025-0005 Microsoft Corporation - Unified Enterprise Support Services / Master Services Agreement / DIR-CPO-4911 / Work Order
Submitted By:	Art Nevarez, Director
Department:	Information Technology
Department Phone Number:	915-273-3301
Subject:	Approve and authorize the County Judge to sign the Microsoft Enterprise Services Work Order between the El Paso County and Microsoft Corporation for the Microsoft Enterprise Support Services. Funding is available in GF-ITD-MAINT/REP-SOFTWARE for a total amount of \$313,289.40. (Contract No. 2025-0005)
Background:	<p>The Information Technology Department (ITD) is committed to supporting robust and functional IT solutions. ITD dedicates resources focused on understanding and maintaining organizational and technological solutions to achieve this goal. ITD strives to consolidate our IT solutions to leverage institutional knowledge, focused training, and more efficient support.</p> <p>ITD provides a wide range of infrastructure network/computer services to the El Paso County. These services rely heavily on the Microsoft family of operating systems, enterprise software and office products. Each of these products is constantly evolving in their performance, security and functional changes. The dependence on these products demands that the ITD team have access to direct vendor support. Microsoft Unified Enterprise Support Services provides accelerated support services to resolve critical issues, direct assistance with system health checks, strategic advice tailored to our IT environment, hands-on training and knowledge transfer to increase staff expertise.</p> <p>ITD is requesting that the Court approve and authorize the County Judge to sign this agreement for the continued use, support, and maintenance of this software. This agreement is for twelve (12) months. The agreement has been reviewed and</p>

approved by ITD, the County Attorney's Office, and the Purchasing Department. ITD recommends approval.

Contract Number: 2025-0005
Contract Term Start: 02/01/2025
Contract Term End: 01/31/2026

Fiscal Impact:

Funding is available in following account:

Account Number: GF-ITD-MAINT/REP-SOFTWARE
COGF-1000-0000000-431-10-11140-0001-00000-600654-

Amount: \$313,289.40

Recommendation:

Approve and authorize the County Judge to sign the Microsoft Enterprise Services Work Order between the El Paso County and Microsoft Corporation for the Microsoft Enterprise Support Services. Funding is available in GF-ITD-MAINT/REP-SOFTWARE for a total amount of \$313,289.40. (Contract No. 2025-0005)

Prior Action:

On December 18, 2023, Commissioners Court approve the purchase of as needed Microsoft Unified Support Services for the Information Technology Department using the Department of Information Resources Contract #DIR-CPO-4911 awarded to Microsoft Corporation under agenda item #4-AK.

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**



El Paso County Agenda Item Details

Item Title: Information Technology Department - Contract No. 2025-0005 | Microsoft Corporation - Unified Enterprise Support Services / Master Services Agreement / DIR-CPO-4911 / Work Order

Submitted By: Art Nevarez, Director

Department: Information Technology

Department Phone Number: 915-273-3301

Subject: Approve and authorize the County Judge to sign the Microsoft Enterprise Services Work Order between the El Paso County and Microsoft Corporation for the Microsoft Enterprise Support Services. Funding is available in GF-ITD-MAINT/REP-SOFTWARE for a total amount of \$313,289.40. (Contract No. 2025-0005)

Background: The Information Technology Department (ITD) is committed to supporting robust and functional IT solutions. ITD dedicates resources focused on understanding and maintaining organizational and technological solutions to achieve this goal. ITD strives to consolidate our IT solutions to leverage institutional knowledge, focused training, and more efficient support.

ITD provides a wide range of infrastructure network/computer services to the El Paso County. These services rely heavily on the Microsoft family of operating systems, enterprise software and office products. Each of these products is constantly evolving in their performance, security and functional changes. The dependence on these products demands that the ITD team have access to direct vendor support. Microsoft Unified Enterprise Support Services provides accelerated support services to resolve critical issues, direct assistance with system health checks, strategic advice tailored to our IT environment, hands-on training and knowledge transfer to increase staff expertise.

ITD is requesting that the Court approve and authorize the County Judge to sign this agreement for the continued use, support, and maintenance of this software. This agreement is for twelve (12) months. The agreement has been reviewed and

approved by ITD, the County Attorney's Office, and the Purchasing Department. ITD recommends approval.

Contract Number: 2025-0005
Contract Term Start: 02/01/2025
Contract Term End: 01/31/2026

Fiscal Impact:

Funding is available in following account:

Account Number: GF-ITD-MAINT/REP-SOFTWARE
COGF-1000-0000000-431-10-11140-0001-00000-600654-

Amount: \$313,289.40

Recommendation:

Approve and authorize the County Judge to sign the Microsoft Enterprise Services Work Order between the El Paso County and Microsoft Corporation for the Microsoft Enterprise Support Services. Funding is available in GF-ITD-MAINT/REP-SOFTWARE for a total amount of \$313,289.40. (Contract No. 2025-0005)

Prior Action:

On December 18, 2023, Commissioners Court approve the purchase of as needed Microsoft Unified Support Services for the Information Technology Department using the Department of Information Resources Contract #DIR-CPO-4911 awarded to Microsoft Corporation under agenda item #4-AK.

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**

DIR-CP0-4911 Appendix G Microsoft Enterprise Services Work Order

Work Order Number GVS02501-1004492-1004492
(Microsoft Affiliate to complete)

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference U9038431 , effective as of 11/15/2021 (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

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

Customer
Name of Customer (please print) El Paso County Information Technology Department (ITD)
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate
Name Microsoft Corporation
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date (effective date)

Does Customer issue or require a customer purchase order for the payment of Microsoft Services? [] Yes or [] No

Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information		
Name of Customer El Paso County Information Technology Department (ITD)		Contact Name (Receives invoices under this Work Order) County Auditors
Street Address 800 E. Overland Suite 400		Contact E-Mail Address AuditorsAPIinvoices@epcounty.com
City El Paso	State/Province Texas	Phone 915-273-3262
Country United States	Postal Code 79901-2518	Fax

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on 2/1/2025 (the "Support Commencement Date") and will expire on 1/31/2026 (the "Support Expiration Date").

Description of Services.

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

Services by Support Location:

Enhanced Designated Engineering Azure IaaS - 2025-26 USA - SLG - Enterprise East 2/1/2025 - 1/31/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management

400 hr	Enhanced Designated Engineering Azure IaaS	Designated Support Engineering
--------	--	--------------------------------

Unified Enterprise Support - 2025-26 USA - SLG - Enterprise East 2/1/2025 - 1/31/2026		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Unified Proactive Services Add on Unified Proactive Svcs Enterprise Azure Infra - 2025-26 USA - SLG - Enterprise East 2/1/2025 - 1/31/2026		
--	--	--

Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 ea	Proactive Credits	Proactive Credits

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.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. 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 (M/d/yyyy)	Fee USD
Enhanced Designated Engineering Azure IaaS - 2025-26	2/1/2025	153,360.00
Unified Enterprise Support - 2025-26	2/1/2025	183,734.40
Unified Proactive Services Add on Unified Proactive Svcs Enterprise Azure Infra - 2025-26	2/1/2025	26,195.00
Subtotal		363,289.40
Flex Allowance		(50,000.00)
Total Fees (excluding taxes)		313,289.40

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
Microsoft unified	2/1/2025	313,289.40

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
Total Fees (excluding taxes)		313,289.40

Support for Microsoft Products

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

Customer Named Contact(s).

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

Name of Customer Support Service Administrator		
Suzi Esquivel		
Street Address		Contact E-Mail Address
800 E Overland Ave		Esquivel@epcounty.com
City	State/Province	Phone
EL PASO	TX	817-212-7473
Country	Postal Code	Fax
United States	79901	

Use, ownership, restrictions and rights.

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 information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are

published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

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.

Fixes.

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

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

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.

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.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section 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.

Restrictions on use.

Customer must not (and is not licensed 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 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 Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the

other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Austin Reed	
Phone	Contact E-Mail Address
	austinreed@microsoft.com

Appendix A

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

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
EL PASO COUNTY	Select Plus	7118883
COUNTY OF EL PASO	Enterprise 6	82843320
COUNTY OF EL PASO, TX-82843320-AZURECOMM	Enterprise 6	9057811

DIR-CP0-4911 Appendix G Microsoft Enterprise Services Work Order

Work Order Number GVS02501-1004492-1004492
(Microsoft Affiliate to complete)

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference U9038431 , effective as of 11/15/2021 (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

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

Customer
Name of Customer (please print)
El Paso County Information Technology Department (ITD)
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate
Name Microsoft Corporation
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date (effective date)

Does Customer issue or require a customer purchase order for the payment of Microsoft Services? Yes or No

Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information		
Name of Customer El Paso County Information Technology Department (ITD)		Contact Name (Receives invoices under this Work Order) County Auditors
Street Address 800 E. Overland Suite 400		Contact E-Mail Address AuditorsAPIinvoices@epcounty.com
City El Paso	State/Province Texas	Phone 915-273-3262
Country United States	Postal Code 79901-2518	Fax

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on 2/1/2025 (the "Support Commencement Date") and will expire on 1/31/2026 (the "Support Expiration Date").

Description of Services.

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

Services by Support Location:

Enhanced Designated Engineering Azure IaaS - 2025-26 USA - SLG - Enterprise East 2/1/2025 - 1/31/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management

400 hr	Enhanced Designated Engineering Azure IaaS	Designated Support Engineering
--------	--	--------------------------------

Unified Enterprise Support - 2025-26 USA - SLG - Enterprise East 2/1/2025 - 1/31/2026		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Unified Proactive Services Add on Unified Proactive Svcs Enterprise Azure Infra - 2025-26 USA - SLG - Enterprise East 2/1/2025 - 1/31/2026		
--	--	--

Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 ea	Proactive Credits	Proactive Credits

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.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. 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 (M/d/yyyy)	Fee USD
Enhanced Designated Engineering Azure IaaS - 2025-26	2/1/2025	153,360.00
Unified Enterprise Support - 2025-26	2/1/2025	183,734.40
Unified Proactive Services Add on Unified Proactive Svcs Enterprise Azure Infra - 2025-26	2/1/2025	26,195.00
Subtotal		363,289.40
Flex Allowance		(50,000.00)
Total Fees (excluding taxes)		313,289.40

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
Microsoft unified	2/1/2025	313,289.40

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
Total Fees (excluding taxes)		313,289.40

Support for Microsoft Products

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

Customer Named Contact(s).

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

Name of Customer Support Service Administrator		
Suzi Esquivel		
Street Address		Contact E-Mail Address
800 E Overland Ave		Esquivel@epcounty.com
City	State/Province	Phone
EL PASO	TX	817-212-7473
Country	Postal Code	Fax
United States	79901	

Use, ownership, restrictions and rights.

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 information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are

published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

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.

Fixes.

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

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

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.

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.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section 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.

Restrictions on use.

Customer must not (and is not licensed 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 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 Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the

other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Austin Reed	
Phone	Contact E-Mail Address
	austinreed@microsoft.com

Appendix A

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

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
EL PASO COUNTY	Select Plus	7118883
COUNTY OF EL PASO	Enterprise 6	82843320
COUNTY OF EL PASO, TX-82843320-AZURECOMM	Enterprise 6	9057811



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE: 12/18/23

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO (IF
APPLICABLE): n/a

SUBJECT:

Approve the purchase of As Needed Microsoft Unified Support Services for the Information Technology Department using Department of Information Resources Contract DIR-CPO-4911 awarded to Microsoft Corporation of Redmond, WA pricing as indicated on contract. Funding is available in GF-ITD-MAINT/REP-SOFTWARE.

BACKGROUND/DISCUSSION OF TOPIC:

The Information Technology Department (ITD) provides a wide range of infrastructure network/computer services to the County of El Paso. These services rely heavily on the Microsoft family of operating systems, enterprise software and office products. Each of these products is constantly evolving in its performance, security and functionally changes. The dependence on these products demands that the ITD team has access to the direct vendor support. Microsoft Unified Enterprise Support Services provides accelerated support services to resolve critical issues, direct assistance with system health checks, strategic advice tailored to our IT environment, hands-on training and knowledge transfer to increase staff expertise.

To ensure the County is obtaining the overall best value, to include pricing and terms, the Purchasing Department and Information Technology Department reviewed available cooperative contracts and determined that DIR-CPO-4911 conforms to the County's needs.

Texas Department of Information Resources Contract Term: November 15, 2026

Historical Annual Spend: \$311,449.00

FISCAL IMPACT:

Funding available in:

GF-ITD-MAINT/REP-SOFTWARE

COGF-1000-0000000-431-10-11140-0001-00000-600654-

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

N/A

RECOMMENDATION:

Approve the purchase of As Needed Microsoft Unified Support Services for the Information Technology Department using Department of Information Resources Contract DIR-CPO-4911 awarded to Microsoft Corporation of Redmond, WA pricing as indicated on contract. Funding is available in GF-ITD-MAINT/REP-SOFTWARE.

SUBMITTED BY:

Karen L. Davidson, Purchasing Agent, Purchasing Department (915) 273-3349.

EL PASO COUNTY PURCHASING REVIEW FORM

Procurement Item																																
Agenda Date: 12/08/2023	Department: Information Technology																															
Item Description: <i>Approve the purchase of As Needed Microsoft Unified Support Services for the Information Technology Department using Department of Information Resources Contract DIR-CPO-4911 awarded to Microsoft Corporation of Redmond, WA. Historical yearly expenditure is \$311,449</i>																																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left; border-bottom: 1px solid black;"><u>Item Information</u></th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Specs</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">✓ Bid Award</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">Contract</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">Contract Amendment</td> <td style="padding: 2px;">✓ Price Bid</td> <td style="padding: 2px;">Construction</td> </tr> <tr> <td style="padding: 2px;">Other</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">RFP</td> <td style="padding: 2px;">RFI</td> <td style="padding: 2px;">RFQ</td> </tr> </tbody> </table>	<u>Item Information</u>			Specs			✓ Bid Award			Contract			Contract Amendment	✓ Price Bid	Construction	Other			RFP	RFI	RFQ	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left; border-bottom: 1px solid black;"><u>Previous PRP Action</u></th> </tr> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Date</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Approved for CC</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Returned To Dept.</u></th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>		<u>Previous PRP Action</u>			<u>Date</u>	<u>Approved for CC</u>	<u>Returned To Dept.</u>			
<u>Item Information</u>																																
Specs																																
✓ Bid Award																																
Contract																																
Contract Amendment	✓ Price Bid	Construction																														
Other																																
RFP	RFI	RFQ																														
<u>Previous PRP Action</u>																																
<u>Date</u>	<u>Approved for CC</u>	<u>Returned To Dept.</u>																														

ACTION TAKEN BY PROCUREMENT REVIEW PANEL

Reviewed and Accepted (as is) for Commissioners Court Action
 Recommend Award to Vendor and accept for Commissioners Court Action
 Return to Department for further action/information/documentation (*reason specified below)
 Not Accepted/Other (*reason specified below)

Item requires contract/contract review. Dept. needs to contact County Attorney's Office for more information.

Placement on Commissioners Court Agenda By:

Department Purchasing Department

Auditor's Verification of Funds:

✓ Funds Verified No Funds

This procurement item has been reviewed by the Procurement Review Panel. Said review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Panel Members

County Contract Administrator/Designee: Accept | Not Accept: _____

County Auditor/Designee **Accept | Not Accept:** Michael Lamas 12-5-2023

County Purchasing Agent/Designee **Accept | Not Accept:** Karen Davidson 11-29-2023

County Department Head **Accept | Not Accept:** _____

County Attorney Reviewer: Approved for further action: Y / N: yes; Erich A Morales 12-11-2023

Subject Matter Expert (as needed) **Accept | Not Accept:** _____

Other Meeting Attendees (PLEASE PRINT NAME):

1.) _____ 2.) _____ 3.) _____

4.) _____ 5.) _____ 6.) _____



As Needed Microsoft Unified Support Services for the Information Technology Department

Department of Information Resources DIR-CPO-4911
Contract Term: 11/15/2026

Microsoft Corporation
Redmond, WA
Pricing as indicated in contract.

Bruno Tabarani

Approved (Print Name)

11/27/2023

Date

Bruno Tabarani

Approved (Signature)

Home > [Explore DIR Contracts](#)

Contract Number

DIR-CPO-4911

Contract Term Date: **11/15/23** ?

Contract Expiration Date: **11/15/26** ?

Vendor Information

Microsoft Corporation

Vendor ID: **1911144442801**

HUB Type: **Non HUB** ?

RFO: **DIR-CPO-TMP-557**

Contract Status: **Active**

VENDOR CONTACT:

[Ebony Tisby](#) ↗

Phone: (850) 727-3987

Fax: (425) 936-7329

[Vendor Website](#) ↗

DIR CONTACT:

[Suzanne Carson](#) ↗

Phone: (512) 475-4948

Contract Overview

Microsoft offers Microsoft Master Services through this contract. Available services include: Premier Support Services (support account management, workshops, problem resolution support, support assistance; and, information services) and Technical Services (technicians and consultants). Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Technical Services

MORE INFORMATION

[Vendor Website](#)

Visit this Vendor's website to view the latest product, service, and pricing information.

Getting Started

Through our various program areas, DIR helps State Agencies, local government, and other organizations save money with the purchasing power of Texas.

1

Learn about the ways to [buy through DIR](#), [eligibility](#), and [tips for finding what you need](#).

2

[Search our 700+ contracts](#) to find one that offer the products or services you need.

3

Order from the Vendor. DIR's discounts are a starting point—negotiate further to save more! See [tips for procurement professionals](#).

Can't find what you're looking for?

Explore additional products and services offered through DIR.

[All Products and Services](#) >

About File Formats

Some documents on this page are in the PDF format. Please download the [Adobe Reader](#) in order to view these documents.

Texas Department of Information Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

[About DIR](#)
[Contact DIR](#)
[Careers](#)

[News](#)
[Calendar](#)
 [SIGN IN](#)



Program Areas

- Cooperative Contracts
- Open Data Portal
- Communications Technology Services
- Data Center Services
- Information Security
- Texas.gov Services
- Technology Planning, Policy and Governance

Helpful Links

- Capitol Complex Directory
- Statewide Search
- Veterans Portal
- Homeland Security
- SAO Fraud Reporting
- Texas.gov
- Stay Connected
- Paginas en Español

©2023 Texas Department of Information Resources

[Privacy & Site Policies](#) [Accessibility](#) [Ethics Policy](#) [Public Information Requests](#)



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE: 12/18/23

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO (IF
APPLICABLE): n/a

SUBJECT:

Approve the purchase of As Needed Microsoft Unified Support Services for the Information Technology Department using Department of Information Resources Contract DIR-CPO-4911 awarded to Microsoft Corporation of Redmond, WA pricing as indicated on contract. Funding is available in GF-ITD-MAINT/REP-SOFTWARE.

BACKGROUND/DISCUSSION OF TOPIC:

The Information Technology Department (ITD) provides a wide range of infrastructure network/computer services to the County of El Paso. These services rely heavily on the Microsoft family of operating systems, enterprise software and office products. Each of these products is constantly evolving in its performance, security and functionally changes. The dependence on these products demands that the ITD team has access to the direct vendor support. Microsoft Unified Enterprise Support Services provides accelerated support services to resolve critical issues, direct assistance with system health checks, strategic advice tailored to our IT environment, hands-on training and knowledge transfer to increase staff expertise.

To ensure the County is obtaining the overall best value, to include pricing and terms, the Purchasing Department and Information Technology Department reviewed available cooperative contracts and determined that DIR-CPO-4911 conforms to the County's needs.

Texas Department of Information Resources Contract Term: November 15, 2026

Historical Annual Spend: \$311,449.00

FISCAL IMPACT:

Funding available in:

GF-ITD-MAINT/REP-SOFTWARE

COGF-1000-0000000-431-10-11140-0001-00000-600654-

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

N/A

RECOMMENDATION:

Approve the purchase of As Needed Microsoft Unified Support Services for the Information Technology Department using Department of Information Resources Contract DIR-CPO-4911 awarded to Microsoft Corporation of Redmond, WA pricing as indicated on contract. Funding is available in GF-ITD-MAINT/REP-SOFTWARE.

SUBMITTED BY:

Karen L. Davidson, Purchasing Agent, Purchasing Department (915) 273-3349.

EL PASO COUNTY PURCHASING REVIEW FORM

Procurement Item																																
Agenda Date: 12/08/2023	Department: Information Technology																															
Item Description: <i>Approve the purchase of As Needed Microsoft Unified Support Services for the Information Technology Department using Department of Information Resources Contract DIR-CPO-4911 awarded to Microsoft Corporation of Redmond, WA. Historical yearly expenditure is \$311,449</i>																																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left; border-bottom: 1px solid black;"><u>Item Information</u></th> </tr> </thead> <tbody> <tr> <td style="width: 33%;">Specs</td> <td></td> <td></td> </tr> <tr> <td>✓ Bid Award</td> <td></td> <td></td> </tr> <tr> <td>Contract</td> <td></td> <td></td> </tr> <tr> <td>Contract Amendment</td> <td>✓ Price Bid</td> <td>Construction</td> </tr> <tr> <td>Other</td> <td></td> <td></td> </tr> <tr> <td>RFP</td> <td>RFI</td> <td>RFQ</td> </tr> </tbody> </table>	<u>Item Information</u>			Specs			✓ Bid Award			Contract			Contract Amendment	✓ Price Bid	Construction	Other			RFP	RFI	RFQ	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left; border-bottom: 1px solid black;"><u>Previous PRP Action</u></th> </tr> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Date</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Approved for CC</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Returned To Dept.</u></th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>		<u>Previous PRP Action</u>			<u>Date</u>	<u>Approved for CC</u>	<u>Returned To Dept.</u>			
<u>Item Information</u>																																
Specs																																
✓ Bid Award																																
Contract																																
Contract Amendment	✓ Price Bid	Construction																														
Other																																
RFP	RFI	RFQ																														
<u>Previous PRP Action</u>																																
<u>Date</u>	<u>Approved for CC</u>	<u>Returned To Dept.</u>																														

ACTION TAKEN BY PROCUREMENT REVIEW PANEL

Reviewed and Accepted (as is) for Commissioners Court Action
 Recommend Award to Vendor and accept for Commissioners Court Action
 Return to Department for further action/information/documentation (*reason specified below)
 Not Accepted/Other (*reason specified below)

Item requires contract/contract review. Dept. needs to contact County Attorney's Office for more information.

Placement on Commissioners Court Agenda By:
 Department Purchasing Department

Auditor's Verification of Funds:
 ✓ Funds Verified No Funds

This procurement item has been reviewed by the Procurement Review Panel. Said review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Panel Members

County Contract Administrator/Designee: Accept | Not Accept: _____

County Auditor/Designee Accept | Not Accept: Michael Lamas 12-5-2023

County Purchasing Agent/Designee Accept | Not Accept: Karen Davidson 11-29-2023

County Department Head Accept | Not Accept: _____

County Attorney Reviewer: Approved for further action: Y / N: yes; Erich A Morales 12-11-2023

Subject Matter Expert (as needed) Accept | Not Accept: _____

Other Meeting Attendees (PLEASE PRINT NAME):

1.) _____ 2.) _____ 3.) _____

4.) _____ 5.) _____ 6.) _____



As Needed Microsoft Unified Support Services for the Information Technology Department

Department of Information Resources DIR-CPO-4911
Contract Term: 11/15/2026

Microsoft Corporation
Redmond, WA
Pricing as indicated in contract.

Bruno Tabarani

Approved (Print Name)

11/27/2023

Date

Bruno Tabarani

Approved (Signature)

Home > [Explore DIR Contracts](#)

Contract Number

DIR-CPO-4911

Contract Term Date: **11/15/23** ?

Contract Expiration Date: **11/15/26** ?

Vendor Information

Microsoft Corporation

Vendor ID: **1911144442801**

HUB Type: **Non HUB** ?

RFO: **DIR-CPO-TMP-557**

Contract Status: **Active**

VENDOR CONTACT:

[Ebony Tisby](#) ↗

Phone: (850) 727-3987

Fax: (425) 936-7329

[Vendor Website](#) ↗

DIR CONTACT:

[Suzanne Carson](#) ↗

Phone: (512) 475-4948

Contract Overview

Microsoft offers Microsoft Master Services through this contract. Available services include: Premier Support Services (support account management, workshops, problem resolution support, support assistance; and, information services) and Technical Services (technicians and consultants). Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Technical Services

MORE INFORMATION

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

Getting Started

Through our various program areas, DIR helps State Agencies, local government, and other organizations save money with the purchasing power of Texas.

1

Learn about the ways to [buy through DIR](#), [eligibility](#), and [tips for finding what you need](#).

2

[Search our 700+ contracts](#) to find one that offer the products or services you need.

3

Order from the Vendor. DIR's discounts are a starting point—negotiate further to save more! See [tips for procurement professionals](#).

Can't find what you're looking for?

Explore additional products and services offered through DIR.

[All Products and Services](#) >

About File Formats

Some documents on this page are in the PDF format. Please download the [Adobe Reader](#) in order to view these documents.

Texas Department of Information Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

[About DIR](#)
[Contact DIR](#)
[Careers](#)

[News](#)
[Calendar](#)
 [SIGN IN](#)



Program Areas

- Cooperative Contracts
- Open Data Portal
- Communications Technology Services
- Data Center Services
- Information Security
- Texas.gov Services
- Technology Planning, Policy and Governance

Helpful Links

- Capitol Complex Directory
- Statewide Search
- Veterans Portal
- Homeland Security
- SAO Fraud Reporting
- Texas.gov
- Stay Connected
- Paginas en Español

©2023 Texas Department of Information Resources

[Privacy & Site Policies](#) [Accessibility](#) [Ethics Policy](#) [Public Information Requests](#)