

OFFICE OF CHIEF INFORMATION OFFICER
Summary of State Board of Education Agenda Items
December 19, 2024

OFFICE OF TECHNOLOGY AND STRATEGIC SERVICES

03.A. Action: Contract with DELL Marketing, L.P. to provide for Microsoft Premier and Unified Support Services [Goal 5 – MBE Strategic Plan]

Awarded Vendor: DELL Marketing, L.P.
Round Rock, Texas

Scope of Project: Under ITS Master Purchase Agreement, The Office of Technology and Strategic Services will work with DELL Marketing to provide Microsoft Premier and Unified Support Services for the following:

- Broker- Unified Enterprise Support
- Broker- Support Developer – Developer Support – UES
- Broker Unified Proactive Services Add on – Unified Proactive Services Azure Infrastructure
- Broker Designated Engineering – Data Security- Tier 1
- Unified Enterprise Support Broker Add-on

Personnel associated with this contract are not former Department employees or related to any Department employees.

Scope of Contract:

- Term of Contract: December 20, 2024–December 19, 2025
- Total amount to be awarded: \$331,123.00
- Method of Award: ITS Master Purchase Agreement

Funding Source: Federal Funds

This item references Goal 5 of the *Mississippi Board of Education Strategic Plan*.

Recommendation: Approval

Back-up material attached

**PROJECT NUMBER 48573
SUPPLEMENT TO
MASTER PURCHASE AGREEMENT
BETWEEN
DELL MARKETING L.P.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
MISSISSIPPI DEPARTMENT OF EDUCATION**

This document shall serve as a Supplement to the original Master Purchase Agreement executed April 29, 2021, between Dell Marketing L.P., a Delaware corporation having its principal place of business at One Dell Way, Round Rock, Texas 78682 (hereinafter referred to as "Seller" and/or "Partner") and Mississippi Department of Information Technology Services (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi. It is understood by the parties that ITS is executing this Supplement on behalf of Mississippi Department of Education (hereinafter referred to as "Purchaser", "End Customer", and/or "Customer"). ITS and Purchaser are sometimes collectively referred to herein as "State". "Microsoft", "we", "us", or "our" means "Microsoft Affiliate".

WHEREAS, the State, pursuant to Request for Proposals ("RFP") No. 4347 requested proposals for the acquisition of Microsoft Premier and/or Unified Support services;

WHEREAS, Seller was the successful proposer in an open, fair and competitive procurement process to serve as an authorized Microsoft reseller;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

1. The Microsoft Unified Support services provided pursuant to this Supplement shall begin the day it is signed by all parties and will continue for one (1) year.

2. Seller agrees to provide Purchaser and Purchaser agrees to buy as needed, the items listed in the attached "Appendix A to Schedule 1" which is incorporated herein and at the purchase price set forth therein. The parties understand and agree that this acquisition is subject to and controlled by the terms and conditions set forth in the Master Purchase Agreement.

3. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments, Supplements, and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.ms.gov>.

4. All other provisions in the underlying Master Purchase Agreement shall remain unchanged.

5. Support Services and Fees Term

Microsoft Enterprise Support Services shall be effective and will commence on the last 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 Supplement

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 Supplement, Customer and Microsoft shall agree in writing to a new Supplement identifying the new terms upon which Customer and Microsoft agree.

6. Description of the 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 on Partner's behalf for Mississippi Department of Education ("End Customer"). 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.

7. Services by Support Location

Broker - Unified Enterprise Support-2024-25 USA - EDU – East One Year		
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

Broker- Support Developer Developer Support - UES-2024-25 USA - EDU – East One Year		
Quantity	Service	Service Type
50 hr	Developer Platform Advisory	Development Focused Services
300 hr	Development Support Assistance	Development Focused Services

Included	Service Delivery Management Extended (ADM)	Service Delivery Management
----------	--	-----------------------------

Broker-Unified Proactive Services Add on Unified Proactive Svcs Enterprise Azure Infra-2024-25 USA - EDU – East One Year		
Quantity	Service	Service Type
550 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

Broker-Designated Engineering Data Security - Tier 1-2024-25 USA - EDU- East One Year		
Quantity	Service	Service Type
3 ea	Designated Engineering Proactive Data Security <ul style="list-style-type: none"> Designated Engineering Proactive Data Security - Generic 	Administrative
40 hr	Designated Engineering Time Data Security	Designated Support Engineering
Included	Service Delivery Management Extended	Service Delivery Management

Unified Enterprise Support Broker Add-on-2024-25 USA - EDU- East One Year		
Quantity	Service	Service Type
1 ea	Unified Support Broker	Administrative

8. Support Services Fees

Unified Support is a prepaid service and all fees are due upon acceptance of this Services Description. Payment will be made in accordance with Article 8 "Method of Payment" of the Master Agreement at the prices set forth in the table below.

Services Summary	Fee USD
Broker - Unified Enterprise Support-2024-25	50,000.00
Broker -Support Developer Developer Support - UES- 2024-25	178,080.00
Broker -Unified Proactive Services Add on Unified Proactive Svcs Enterprise Azure Infra-2024-25	73,290.00
Broker - Designated Engineering Data Security - Tier 1- 2024-25	54,753.00
Unified Enterprise Support Broker Add-on-2024-25	0.00
Subtotal	356,123.00
Flex Allowance	(25,000.00)
Total Fees (excluding taxes)	331,123.00

9. Support for Microsoft Products

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

10. End Customer Named Contacts

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

Name of End Customer Support Services Administrator		
John Hartley		
Street Address		Contact e-mail address
359 North West Street		JHartley@mdek12.org
City	State/Province	Phone
Jackson	Mississippi	
Country	Postal code	Fax
United States	39201	

11. Use, ownership, rights, and restrictions

11.1 Products

Products will not be purchased under this agreement.

11.2 Fixes

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

11.3 Pre-existing Work

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

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 Support Services.

11.4 Services Deliverables

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with End Customer at the conclusion of Microsoft's performance of Support Services. Upon payment in full for the Support Services, Microsoft authorizes Partner to grant End Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce,

use, and modify the Services Deliverables, solely in the form delivered to Partner and/or End Customer and solely for End Customer's internal business purposes, subject to the terms and conditions of this Supplement.

11.5 Restrictions on use

Partner and End 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 Supplement; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Supplement, End 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.

11.6 Reservation of Rights

All rights not expressly granted are reserved to Microsoft.

12. Flow-Through Terms

13. Microsoft Contact

Partner and End Customer contact for questions and notices about this Supplement.

Microsoft contact name
Paulo Perez
Contact e-mail address
pauloperez@microsoft.com

For the faithful performance of the terms of this Supplement, the parties have caused this Supplement to be executed by their undersigned representatives.

State of Mississippi, Department of Information Technology Services, on behalf of Mississippi Department of Education

Dell Marketing L.P.

By: _____

By: _____

Authorized Signature

Authorized Signature

Printed Name: Craig P. Orgeron, CPM, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Schedule 1

Flow Down Terms

This **Schedule 1** states the terms and conditions that apply specifically to Support Services and describes the Support Services to be provided to End Customer on behalf of Partner. The attached Appendices are incorporated into this **Schedule 1** and apply to Support Services.

1. Definitions

1.1 “Additional Services” are additional support services described in any additional services appendix (“**Additional Services Appendix**”).

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

1.3 “End Customer” Mississippi Department of Education is Partner’s end customer specified in the Supplement to whom Microsoft will deliver the Support Services as described below. End Customer must also be a legal entity (other than Partner or its Affiliates) that acquires Support Services for use as an end user.

1.4 “End Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, End Customer and its Affiliates through use of Online Services.

1.5 “Fixes” means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to End Customer when performing Support Services to address a specific issue.

1.6 “Microsoft” means **Microsoft Corporation**.

1.7 “Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

1.8 “Partner” Dell Marketing L.P. is the legal entity that executed the Unified Support Work Order with Microsoft.

1.9 “Pre-existing Work” means any computer code or other written materials developed or otherwise obtained independent of this Supplement.

1.10 “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.

1.11 “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 (<https://www.microsoft.com/licensing/docs/view/Product-Terms> or successor site) and is updated from time to time.

1.12 “Support Services Data” means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, End Customer (or that End 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 Support Services.

1.13 “Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

1.14 “Services Deliverables” means any computer code or materials, other than Products or Fixes, that Microsoft leaves with End Customer at the conclusion of Microsoft’s performance of Support Services

1.15 “Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services or Service Deliverables, but Software may be part of an Online Service.

1.16 “Support Services” means the Unified Support Services and any Additional Services purchased by Partner on behalf of End Customer as set forth in **Section 2** below. “Support Services” or “services” does not include Online Services, unless otherwise specifically noted.

1.17 “Support Services Term” will have the meaning set forth in the Supplement.

1.18 “Work Order” is the executed Unified Support Work Order governed under the Unified Support Partner Broker Program Agreement between Microsoft and the Partner, effective as of **1/19/2024** that provides for the delivery of Support Services to End Customer, including any **Additional Services Appendix(s)**.

2. Support Services

2.1 Description of Support Services. Support Services will be provided as described in and pursuant to the terms of: (i) the “Support services” section of the then current Microsoft Unified Enterprise Support Services Description located at <https://www.microsoft.com/en-us/unified-support-services-description>, as may be amended by Microsoft from time to time, (the “**USSD**”) and incorporated herein by reference, and (ii) the terms and conditions set forth in any **Additional Services Appendix** that govern the Additional Services. In the USSD, “you” or “your” may refer to Partner, End Customer or both parties based on the context and any references to a “Work Order” will be deemed to be a reference to this **Schedule 1** of the Supplement.

2.2 Support Services for Microsoft Products. During the Support Services Term, Microsoft will provide Support Services on Partner’s behalf to **Mississippi Department of Education (“End Customer”)** or End Customer’s Affiliate(s). Except as otherwise set forth in an **Additional Services Appendix**, such Support Services are for support of End Customer’s or End Customer Affiliate’s licensed, commercially released, and generally available Microsoft Products, and cloud services subscriptions purchased by End Customer or End Customer’s Affiliate under the applicable licensing enrollments and agreements, as indicated in **Appendix A to Schedule 1**.

3. Prerequisites and assumptions

Microsoft delivery of Support Services to End Customer is based upon the following prerequisites and assumptions:

- End Customer's right to receive Support Services, as described in these Flow Down Terms, is subject to Partner's compliance with the terms and conditions of the Unified Support Partner Broker Program Agreement and Work Order, and End Customer's compliance with these Flow Down Terms. If the Unified Support Partner Broker Program Agreement and/or Work Order is terminated or expires, End Customer's right to receive Support Services from Microsoft under this **Schedule 1** will be terminated.
- Any add-ons to Support Services that End Customer requests to purchase during the term of the Supplement must be purchased under the existing Supplement.
- Microsoft's performance of Support Services is dependent on End Customer's cooperation, active participation, and timely completion of assigned responsibilities and is subject to the additional terms and conditions as described in the USSD, **any Additional Services Appendix(s)**, or these Flow Down Terms.
- End Customer may elect to transfer Software Assurance Benefits 24x7 Problem Resolution Support Incidents ("**SAB**") to Work Order. Such transfers will be subject to terms as described in the USSD.
- End Customer acknowledges that Microsoft may contact End Customer directly to verify End Customer's compliance with these Flow Down Terms and Partner's compliance with the Work Order. For purposes of such verification, if requested by Microsoft, End Customer agrees that it will provide Microsoft with requested information within fourteen (14) calendar days of such Microsoft request, including but not limited to copies of quotes, tender documentation, invoices, or copies of any contracts between Partner and End Customer.
- Microsoft reserves the right, in its sole discretion, to suspend or terminate the provision of the Support Services to End Customer in response to a violation(s) of any of these Flow Down Terms, and Microsoft will have no liability to Partner or End Customer as a result of any such suspension or termination.

4. Use, ownership and rights

4.1 Products. All products and related solutions provided to End Customer will be licensed according to the terms of the applicable licensing enrollments and agreements as indicated in **Appendix A to Schedule 1**. End Customer is responsible for paying any licensing fees associated with Products.

4.2 Fixes. 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.

4.3 Pre-existing Work. 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 Support Services.

4.4 Services Deliverables. Upon payment in full, Microsoft grants End 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 End Customer and solely for End Customer's internal business purposes, subject to the terms and conditions of these Flow Down Terms.

4.5 Affiliates' rights. End Customer may: (i) provide access to Support Services provided under these Flow Down Terms, and (ii) sublicense the rights contained in **Subsection 4.4** above relating to Services Deliverables to any Affiliate that was an End Customer Affiliate as of the effective date of the Supplement, provided that End Customer Affiliates may not sublicense these rights. Any use of Support Services by an End Customer Affiliate must be consistent with the terms contained in these Flow Down Terms. End Customer remains responsible for any acts or omissions of its Affiliates.

4.6 Reservation of rights. All rights not expressly granted are reserved to Microsoft.

5. Restrictions

End Customer must not (and is not licensed to): (i) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (ii) 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 any other license terms; or (iii) 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, End Customer must not (and is not licensed to) (a) 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 (b) distribute, sublicense, rent, lease, lend or use any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

6. Microsoft Professional Services Data Protection Addendum

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

Support Services provided under this Work Order will be deemed to be "Professional Services" under the MPSDPA. All data provided from End Customer to Microsoft, or otherwise obtained hereunder, for the purposes of providing Support Services will be deemed to be "Professional Services Data" under the MPSDPA.

End Customer agrees to meet the Customer obligations within the MPSDPA, and that for purposes of this Work Order under the MPSDPA section Standard Contractual Clauses (Processors) for Professional Services (Attachment 1) the End Customer is the "Data Exporter" and Microsoft is the "Data Importer".

7. Confidentiality.

7.1 Confidential Information. "**Confidential Information**" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, End Customer Data, Support Services Data, the terms of this agreement, and End Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is

independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

7.2 Protection of Confidential Information. End Customer and Microsoft will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

7.3 Disclosure required by law. End Customer or Microsoft may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

7.4 Residual information. Neither End Customer nor Microsoft is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

7.5 Duration of Confidentiality obligation. These obligations apply for a period of five years after a party receives the Confidential Information.

8. Microsoft Contact

Microsoft contact for questions and notices:

Microsoft contact name
Paulo Perez
Contact e-mail address
pauloperez@microsoft.com

Appendix A to Schedule 1

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
Mississippi Department of Education	Open	03793274ZZE2206
Mississippi Department of Education	Campus 3	47044721
Mississippi Department of Education	Campus 3	83941293