

Additional
information added
at agenda session
3/26/13

City Council Agenda Items
and
Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
Agenda Items Only

Scott Huddleston
Submitted By

Information Technology
Division

FISD
Department

Action Required:

A resolution approving the purchase of a Microsoft Enterprise Agreement and subscription services in the amount of \$152,400.00 per year for a 3 year term from Software House International (SHI) pursuant to the Arkansas State Procurement Contract SP-09-0208.

\$ 152,400.00

Cost of this request

\$ 220,000.00

Category / Project Budget

Exchange/Office Upgrade

Program Category / Project Name

4470.9470.5209.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

13009.1

Project Number

\$ 220,000.00

Remaining Balance

Capital Improvement Projects

Fund Name

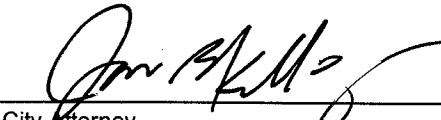
Budgeted Item

Budget Adjustment Attached


Department Director

3/25/13
Date

Previous Ordinance or Resolution # _____


City Attorney

3-25-13
Date


Original Contract Date: _____

Original Contract Number: _____


Finance and Internal Services Director

3-25-2013
Date

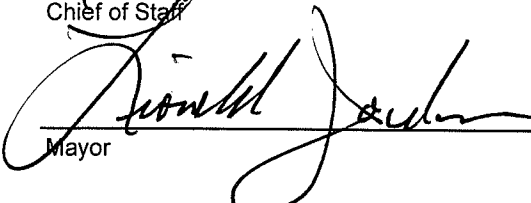
Received in City-25-13 P03:55 RCVD
Clerk's Office


Chief of Staff

3-25-13
Date

Received in
Mayor's Office

ENTERED
3/25/13
LJB


Mayor

3/26/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Scott Huddleston, Information Technology Director *SH*

Thru: Paul Becker, Finance Director

Date: March 15, 2013

Subject: Exchange/Office Upgrade

PROPOSAL:

The City currently uses GroupWise as an email platform. The hardware and software is over 7 years old and in need of replacement. As the City has grown, a current, robust, and standardized email platform that can easily integrate with other applications within the City is needed. In addition to an aging email system, over 80% of the City is utilizing an 11 year old Microsoft Office suite and windows operating system. This leads to inefficiency and problems across the City regarding version incompatibility and functionality issues. By standardizing on the current version of Microsoft Office, the City will gain efficiency and collaboration through the new software. The City can obtain a Microsoft Enterprise Agreement and subscription that will bundle both the email and office upgrades to provide significant discounts and savings. The Microsoft Enterprise Agreement would include upgrading all desktops to the current version of windows and provide software assurance for future years. The Office 365 subscription will give the City hosted exchange email services and access to the current version of Microsoft Office.

RECOMMENDATION:

Staff recommends authorizing the purchase of a Microsoft Enterprise Agreement and subscription services in the amount of \$152,400.00 per year for a 3 year term from Software House International (SHI) pursuant to the Arkansas State Procurement Contract SP-09-0208.

BUDGET IMPACT:

This is a planned project funded out of the Exchange-Office upgrade CIP.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A MICROSOFT ENTERPRISE AGREEMENT AND SUBSCRIPTION SERVICES, PURSUANT TO A STATE PROCUREMENT CONTRACT, FROM SOFTWARE HOUSE INTERNATIONAL IN THE AMOUNT OF \$152,400.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Microsoft Enterprise Agreement and Subscription Services, pursuant to a state procurement contract, from Software House International in the amount of \$152,400.00.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Program Signature Form

| | | |
|------------------|----------|--------------------|
| MBA/MBSA number | | Proposal ID |
| Agreement number | 01E73381 | |

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

| Contract Document | Number or Code |
|----------------------------------|-------------------------|
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| Enterprise Enrollment | X20-03621 |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| Product Selection Form | X20-03622 |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* City of Fayetteville

Signature* _____


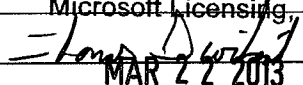
Printed First and Last Name* _____

Printed Title* _____

Signature Date* _____

Tax ID _____

* indicates required field

| Microsoft Affiliate | |
|---|--|
| Microsoft Licensing, GP |  Microsoft Licensing, GP |
| Signature _____ |  MAR 22 2013 |
| Printed First and Last Name | Thomas Swihart Duly Authorized on behalf of Microsoft Licensing, GP |
| Printed Title | |
| Signature Date (date Microsoft Affiliate countersigns) | |
| Effective Date (may be different than Microsoft's signature date) | |

Optional 2nd Customer signature or Outsourcer signature (if applicable)

| Customer |
|---|
| Name of Entity (must be legal entity name)* |
| Signature* _____ |
| Printed First and Last Name* |
| Printed Title* |
| Signature Date* |

** indicates required field*

| Outsourcer |
|---|
| Name of Entity (must be legal entity name)* |
| Signature* _____ |
| Printed First and Last Name* |
| Printed Title* |
| Signature Date* |

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Prepared By: Name of Preparer
Email of Preparer



Enterprise Enrollment

State and Local

Enterprise Enrollment number
 (Microsoft to complete)

| |
|--|
| |
| |

Proposal ID/Framework ID

| |
|--|
| |
| |

Previous Enrollment number
 (Reseller to complete)

Earliest expiring previous
 Enrollment end date ¹

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate’s Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Purpose.

This Enrollment enables Enrolled Affiliate’s Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. Product Use Rights, Qualifying Systems Licenses and Transitions.

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.
- b. Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

- c. Transitions.** The following requirements apply to Transitions:
- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
 - (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period
 - (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
 - (iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
 - (v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
 - (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
 - (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
 - (i) Any future pricing (if applicable); and
 - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

5. **Order requirements.**

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must order Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Microsoft partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

- (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.
- (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
- (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
- (iv) **Late true-up order.** If the true-up order is not received when due:
 - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
 - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.
- (vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:
 - 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.
- d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

7. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation

will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Online Services not eligible for an Extended Term. If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) Customer Data. Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the agreement.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Use this section to identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes. Check only one box in this section:

- Enrolled Affiliate
 Enrolled Affiliate and the following Affiliate(s):

- Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)* City of Fayetteville
Contact name* First Brad **Last** Fulmer
Contact email address* BFULMER@CI.FAYETTEVILLE.AR.US
Street address* 113 West Mountain St
City* Fayetteville
State/Province* Arkansas
Postal code* 72701-6069
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* (479) 575-8217
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as primary contact

Name of entity*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

Microsoft account manager name:

Microsoft account manager email address:

- d. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as notices contact and Online Administrator

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- e. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Avenue

City* Somerset

State/Province* New Jersey

Postal code* 08873

Country* USA


Contact name* Matt DeMetro

Phone* 888-764-8888

Contact email address* MSteam@shi.com

** indicates required fields*

The undersigned confirms that the information is correct.

| |
|---|
| Name of Reseller* SHI International Corp. |
| Signature*  |
| Printed name* Matt Demetro |
| Printed title* Licensing Specialist |
| Date* 3/20/2013 |

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? No

Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number
Microsoft to complete for initial term
Reseller to complete for renewal

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

Enterprise Products. Choose platform option: Components only (not full platform)

Qualified Devices: 500

Qualified Users: 600

Enterprise Online Services¹

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

| Products ² | Quantity |
|--|----------|
| Office Professional Plus | |
| Office Pro Plus | 100 |
| Office Pro Plus for Office 365 | |
| Office 365 Plans¹ | |
| Office 365 (Plan E1) | 200 |
| Office 365 (Plan E2) | |
| Office 365 (Plan E3) | 400 |
| Office 365 (Plan E4) | |
| Client Access License (CAL). Choose 1 Option. | |
| <input type="checkbox"/> Core CAL, including Bridge CAL's (if applicable) | |
| Core CAL | |
| Core CAL Bridge for Office 365 | |
| Core CAL Bridge for Windows Intune | |
| Core CAL Bridge for Office 365 and Windows Intune | |
| <input type="checkbox"/> Enterprise CAL (ECAL) | |
| ECAL | |
| ECAL Bridge for Office 365 | |
| ECAL Bridge for Windows Intune | |
| ECAL Bridge for Office 365 and Windows Intune | |
| The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One> | |
| Windows Desktop | |
| Windows OS Upgrade | 500 |
| Windows VDA | |
| Windows Intune | |
| Windows Intune | |
| Windows Intune Add-on ³ | |
| Other Enterprise Products | |
| Microsoft Desktop Optimization Pack (MDOP) ⁴ | 500 |

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

| Products ² | |
|--------------------------|--|
| <input type="checkbox"/> | Office Pro Plus for Office 365 |
| <input type="checkbox"/> | Office 365 (Plan E1) |
| <input type="checkbox"/> | Office 365 (Plan E2) |
| <input type="checkbox"/> | Office 365 (Plan E3) |
| <input type="checkbox"/> | Office 365 (Plan E4) |
| <input type="checkbox"/> | Enterprise CAL (ECAL) Step-up, including Bridge CALs |
| <input type="checkbox"/> | Windows Intune |
| <input type="checkbox"/> | Windows Intune Add-on ³ |

This form must be attached to a signature form to be valid.



Pricing Proposal
Quotation #: 6314135
Created On: 2/13/2013
Valid Until: 2/28/2013

City of Fayetteville AR

Brad Fulmer

113 West Mountain St
Fayetteville, AR 72701
United States
Phone: (479) 575-8217
Fax:
Email: BFULMER@CI.FAYETTEVILLE.AR.US

Account Executive

David Rounds

1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 800-509-2295
Fax: 888.394.5322
Email: david_rounds@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|-----|------------|-------------|
| 1 | ExchgOnInPlan1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TRA-00047 Note: Annual Cost | 200 | \$42.00 | \$8,400.00 |
| 2 | Off365PE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T6A-00024 Note: Annual Pricing | 200 | \$72.00 | \$14,400.00 |
| 3 | Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: UT6-00005 Note: Annual pricing | 400 | \$204.00 | \$81,600.00 |
| 4 | WinProw/MDOP ALNG UpgrdSAPk MVL Microsoft - Part#: K4U-00260 Note: Annual cost | 500 | \$60.00 | \$30,000.00 |
| 5 | OfficeProPlus ALNG LicSAPk MVL Microsoft - Part#: 269-05623 Note: annual pricing. | 100 | \$180.00 | \$18,000.00 |

Additional Comments

Thank You for choosing SHI! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order.

For any additional information including Hardware or Software quotations, order status, invoices please contact your State of Arkansas Team Sales Representative.

888-394-5232 (phone)
888-394-5322 (fax)
arkansas@shi.com

Please include enduser contact information (name, phone, and email) on all POs.

Feel free to visit our State of Arkansas website for additional information:
<http://www.shi.com/ExpressLogon.asp?username=arkansas&password=arkansas>

Thank you!

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

| | |
|------------------|---|
| Requisition No.: | Date: Software House International Page 20 of 20 |
| P.O Number: | Expected Delivery Date: |

| | |
|---|---|
| Vendor #: 13925 | Vendor Name: SHI International Corp |
| Address: 1250 Capital of Texas Hwy Building 10350 | |

| | | |
|---|--|---|
| Mail Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> | Taxable Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> | Quotes Attached Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
|---|--|---|

| | | | |
|------------------------|---------------------|---------------------------|---------------|
| City: Austin | State: TX | Zip Code: 78746 | Ship to code: |
|------------------------|---------------------|---------------------------|---------------|

| |
|------------------------|
| Divison Head Approval: |
|------------------------|

| | | |
|----------------------------------|--|---------------------------|
| Requester: Brad Fulmer | Requester's Employee #: 2273 | Extension: 8217 |
|----------------------------------|--|---------------------------|

| |
|--|
| |
|--|

| Item | Description | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Numbers | Project/Subproject # | Inventory # | Fixed Asset # |
|------|--------------------------|----------|---------------|-----------|---------------|-------------------|----------------------|-------------|---------------|
| 1 | Exchange Online Plan1 | 200 | | 42.00 | \$8,400.00 | 4470.9470.5209.00 | 13009.1 | | |
| 2 | Office 365 E2 Plan | 200 | | 72.00 | \$14,400.00 | 4470.9470.5209.00 | 13009.1 | | |
| 3 | Office 365 E3 Plan | 400 | | 204.00 | \$81,600.00 | 4470.9470.5209.00 | 13009.1 | | |
| 4 | WinPro OS w/MDOP | 500 | | 60.00 | \$30,000.00 | 4470.9470.5209.00 | 13009.1 | | |
| 5 | Office Professional Plus | 100 | | 180.00 | \$18,000.00 | 4470.9470.5209.00 | 13009.1 | | |
| 6 | | | | | \$0.00 | | | | |
| 7 | | | | | \$0.00 | | | | |
| 8 | | | | | \$0.00 | | | | |
| 9 | | | | | \$0.00 | | | | |
| 10 | | | | | \$0.00 | | | | |
| * | Shipping/Handling | | Lot | | \$0.00 | | | | |

Special Instructions: _____

| | |
|-----------|---------------------|
| Subtotal: | \$152,400.00 |
| Tax: | _____ |
| Total: | \$152,400.00 |

Approvals:

| | | |
|---|----------------------------|---------------------------|
| Mayor: _____ | Department Director: _____ | Purchasing Manager: _____ |
| Finance & Internal Services Director: _____ | Budget Manager: _____ | IT Manager: _____ |
| Dispatch Manager: _____ | Utilities Manager: _____ | Other: _____ |