

Internal M/WBE Waiver Request Form

Date: 8/2/2019

Department: Information Technology Department

Contact Name & Phone: Rodney Roberts | 336 -412-6158

Contract Name and Number (if applicable): Microsoft Enterprise Compliance Licenses & Software Assurance - SHI

A waiver of the M/WBE participation requirement may be requested by the **Originating Department** at least 5 business days **prior** to advertisement or solicitation. In detail below, please explain your reason for requesting a waiver (attach RFP & supporting documentation as necessary).

Final approval of the request will be made by the City Manager's Office.

The Information and Technology Department requests a waiver for the annual support agreements for the Microsoft Software purchases. To be compliant with the software licenses, currently being used by all city staff, Microsoft has presented an agreement documenting the required number of Core CAL's with Software Assurance. The compliance agreement allows the City of Greensboro Information Technology to continue providing needed services to city employees.

This request is for a one year agreement for the support services fees.

Rodney Roberts

Digitally signed by Rodney Roberts
Date: 2019.08.02 15:18:02 -04'00'

This section is for M/WBE Office use only

Contact Name & Phone Number: Rodney Roberts | 336 -412-6158

☒ The M/WBE Office supports the waiver request. Please submit any comments below.

1. The extraordinary and necessary requirements of the contract render application of the Program Elements infeasible or impractical. **Please explain in detail. (Attach supporting documentation as necessary)**

The City currently uses the software provided by this vendor which requires an annual license agreement. While there are M/WBE technology services firms in the market, the time to solicit bids would create a gap in service.

2. The nature of the goods or services being procured are excluded from the scope of this Program Plan.

Please check one of the exclusions below: (Attach supporting documentation as necessary)

- ☐ Contracts that are subject to the U.S. Department of Transportation Disadvantaged Business Enterprise Program;
- ☐ Sole Source: the required supplies or services are available from one responsible source
- ☐ Contracts for electricity or water and sewage services from a municipal utility district or governmental agency;
- ☐ Emergency contracts for goods or supplies;
- ☐ Contracts for the City's lease or purchase of real property where City is lessee or purchaser; and

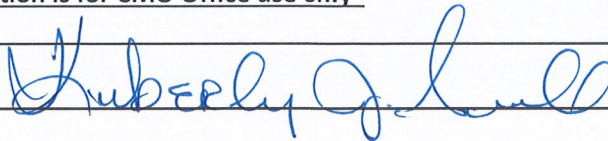
3. Sufficient qualified M/WBEs providing the goods or services required by the contract are unavailable in the Relevant Market area of the project despite every reasonable attempt to locate them. **Please explain in detail the reason for the request: (Attach RFP & supporting documentation as necessary)**

☐ The M/WBE Office does not support the waiver request. Please explain in detail the reason for not supporting the request: (Attach supporting documentation as necessary)

Allison Staton Digitally signed by Allison Staton
Date: 2019.09.06 16:56:35 -04'00'

This section is for CMO Office use only

Contact Name: Kim Sowell, Assistant City Manager



☒ The CMO Office approves the waiver request

☐ The CMO Office does not approve the waiver request.



DATE: September, 5th, 2019
TO: Jane Nickles, Chief Information Officer
FROM: Rodney Roberts, Deputy Chief Information Officer Infrastructure, and Operations
DEPARTMENT: Information Technology
SUBJECT: Microsoft Enterprise Compliance (True-UP)

Project Summary:

The Microsoft suite of software is used to conduct the business of the City. Included in this compliance agreement allows for audit compliance.

To become compliant with software licenses currently being used by city staff, Microsoft has presented an agreement documenting the required number of Core CAL's with Software Assurance. The compliance agreement allows the City of Greensboro Information Technology to continue providing needed services to employees.

RECOMMENDATION:

Information Technology recommends a purchase order is issued to Microsoft Corporation for the amount of \$545,675.95 for these support services and fees.

FINANCIAL

Computer Software

Account: 682-0720.02-5212

Vendor Contact Information

Name: Heather Kliegman

Email: Heather.Kliegman@microsoft.com

Tel #: (703) 4393760

CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the **July 30, 2019**, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and **Microsoft**. (hereafter referred to as the Consultant).

WITNESSETH:

Professional Services Rendered

In consideration of the monetary payment hereinafter described, the Consultant will provide services to the **Information Technology** Department, **Microsoft Enterprise Compliance**.

Relationship

The Parties in this contract agree that the Consultant is a professional corporation, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

Supervision and Inspection

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to the City's general rights of inspection and supervision to secure the satisfactory completion thereof.

Specific Duties & Responsibilities

The specific duties and responsibilities of the Consultant shall include but not be limited to the items located in the Statement of Work.

Term

The term of this Agreement shall be for a period of **One year**.

Compensation

The City agrees to pay the Consultant compensation rates as detailed in attachment, attached hereto and made a part hereof. The total compensation is estimated to not exceed **\$545,675.95** for the respective year. Payments on this contract are contingent upon sufficient appropriations being approved by City Council in succeeding fiscal years. Bills for fees or other compensation for services or expenses shall be submitted to the City in detail sufficient for a proper pre-audit and post audit thereof.

Invoices

1. Submittal

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month.

2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

Payment of Taxes and Insurance

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

Amendments

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

Failure to Comply With Terms of Contract

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

Rights

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

Non-Discrimination Requirements

In hiring, contracting, and all other acts, Consultant shall abide by all local, State and federal laws and regulations relevant to Minority/Women's Business Enterprises and shall not discriminate on the basis of sex, age, race, creed, color, religion, national origin, or disability.

Compliance With Applicable Law

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

Indemnification

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise while the Consultant is performing, or as a result of, work pursuant to this Agreement.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to t

Accepted and executed as of the date stated above.

CITY OF GREENSBORO:

Microsoft Corporation:

IT DIRECTOR Date

Signature Date

This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control Act.

Title

Attest:

FINANCE OFFICER Date

Signature Date

Approved As To Form:

Title

ASSISTANT CITY ATTORNEY Date

The City of Greensboro requires that a
corporate seal be attached beneath the
Vendor's signatures.

CITY MANAGER Date

The City of Greensboro requires two (2)
original documents for their records.

Attest:

City Clerk Date



Pricing Proposal
Quotation #: 17662943
Created On: 8/30/2019
Valid Until: 8/31/2019

City of Greensboro

Nicholas Brown

300 W Washington St
Ste P116
Greensboro, NC 27401
UNITED STATES
Phone: (336) 373-4582
Fax:
Email: nicholas.brown@greensboro-nc.gov

Account Representative

Ralph Parmenter

290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-211-0831
Fax: 800-211-7954
Email: ralph_parmenter@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Core CAL - License & software assurance - 1 user CAL - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: W06-00445 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	455	\$170.35	\$77,509.25
2 Skype for Business - License & software assurance - Campus, School, Enterprise, Select, EES - Win - All Languages Microsoft - Part#: 6YH-00575 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	1061	\$24.57	\$26,068.77
3 Microsoft Visio Professional - License & software assurance - 1 PC - academic - Enterprise, Select, Select Plus, EES - Win - All Languages Microsoft - Part#: D87-01057 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	8	\$389.02	\$3,112.16
4 Microsoft Visio Standard - License & software assurance - 1 user - Enterprise, Select, Select Plus - additional product - Win - All Languages Microsoft - Part#: D86-01175 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	231	\$200.66	\$46,352.46
5 Microsoft Visual Studio Enterprise with MSDN - License & software assurance - 1 user - Enterprise, EES - Win - All Languages Microsoft - Part#: MX3-00115 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	4	\$4,160.52	\$16,642.08
6 Microsoft Visual Studio Professional with MSDN - License & software assurance - 1 user - Select, EES - Win - All Languages Microsoft - Part#: 77D-00110 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	16	\$279.28	\$4,468.48

7	Microsoft Office SharePoint Server - License & software assurance - 1 server - academic - Enterprise, Select, Select Plus, EES - Win - All Languages Microsoft - Part#: H04-00232 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	3	\$4,916.46	\$14,749.38
8	Skype for Business Server - License & software assurance - 1 server - Enterprise, Select, Select Plus, EES - Win - All Languages Microsoft - Part#: 5HU-00215 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	2	\$2,885.34	\$5,770.68
9	Skype for Business Server Enterprise CAL - License & software assurance - 1 user CAL - Enterprise, Select - Win - All Languages Microsoft - Part#: 7AH-00282 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	3	\$108.93	\$326.79
10	Microsoft SQL Server Enterprise Core Edition - License & software assurance - 2 cores - Enterprise, Select, SPLA, Select Plus, EES - Win - All Languages Microsoft - Part#: 7JQ-00341 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	2	\$9,942.66	\$19,885.32
11	Microsoft SQL Server Standard Core Edition - License & software assurance - 2 cores - Enterprise, Select, SPLA, Select Plus, EES - Win - All Languages Microsoft - Part#: 7NQ-00302 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	54	\$2,592.95	\$140,019.30
12	Microsoft Windows Server Datacenter Edition - License & software assurance - 2 processors - academic - Campus, School, Enterprise, Select, Select Plus, EES - All Languages Microsoft - Part#: P71-07280 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	2	\$4,452.08	\$8,904.16
13	Microsoft Windows Remote Desktop Services - License & software assurance - 1 user CAL - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: 6VC-01252 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	666	\$95.82	\$63,816.12
14	Microsoft Windows Server - External Connector License & Software Assurance - unlimited external users - academic - Enterprise, Select, Select Plus, EES - All Languages Microsoft - Part#: R39-00374 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	3	\$1,460.28	\$4,380.84
15	Windows 10 Pro - Upgrade license - 1 device - Select Plus Microsoft - Part#: FQC-09551 Contract Name: Microsoft Software - Select Contract #: 208H	2	\$122.86	\$245.72
16	Microsoft Windows Virtual Desktop Access - Subscription license - 1 device - Select, Select Plus - Win - Single Language Microsoft - Part#: 4ZF-00030 Contract Name: Microsoft Software - Select Contract #: 208H Note: 29 months	17	\$287.22	\$4,882.74

17	Microsoft Office Professional Plus 2019 - License - 1 PC - Select Plus - Win - Single Language	200	\$366.92	\$73,384.00
	Microsoft - Part#: 79P-05746			
	Contract Name: Microsoft Software - Select			
	Contract #: 208H			

18	Microsoft Visual Studio Professional 2019 - License - 1 user - Select Plus - level D - Win - Single Language	2	\$326.80	\$653.60
	Microsoft - Part#: C5E-01393			
	Contract Name: Microsoft Software - Select			
	Contract #: 208H			

*Tax \$34,504.10

Total \$545,675.95

*Tax is estimated. Invoice will include the full and final tax due.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Staton, Allison

From: Purswani, Kiran
Sent: Friday, September 6, 2019 4:09 PM
To: Staton, Allison; Gardner, Nora
Cc: Carter, Gwen; Zeidan, Shadi; Roberts, Rodney
Subject: Microsoft Enterprise Compliance Waiver Request
Attachments: MS Enterprise Compliance-Rqst for MWBE Waiver_.pdf; Microsoft EA Compliance-Contract.docx; Microsoft EA Compliance-Coverletter.docx

Hi Allison

Per our conversation earlier, this is the second Microsoft waiver for Enterprise Compliance.

Thanks

Kiran Purswani

Contract Admin. & HR Business Partner

IT Department

City of Greensboro

Phone: 336-373-2541

300 West Washington Street, Greensboro, NC 27401