



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G13

#2012-166 - Approving Microsoft License Enterprise Agreement Update

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: June 26, 2012

Subject: Approving Microsoft Licensing Enterprise Agreement Update

Item #'s: G-13

Presenter(s): Jaye Monter, Finance Director

Background

On June 22, 2010 Council approved resolution 2010-169, a three year Microsoft Enterprise Agreement with DELL Marketing LP, under the State of Nebraska Contract number 7466 04. In 2011, the State of Nebraska re-negotiated this state contract and as of November 21, 2011 all current Enterprise and Select Agreements were moved from DELL Marketing LP to En Pointe Technologies Sales Inc., 18701 S Figueroa, St. Gardenia CA 90248.

This three year agreement provides licensing for all Microsoft products installed on desktops, laptops and servers owned by the City of Grand Island that are installed on networks at City Hall, PGS, Waste Water Treatment Plant, Phelps Control Center Dispatch and Utility Engineering. The types of licenses included in this agreement are Windows Operating systems, Office Professional, Expression Web, Windows Servers, Exchange Email Server licenses, Terminal Server and Core Client Access licenses. Our agreement also includes Software Assurance benefits, which allow upgrades to the highest version release available throughout the term of the agreement.

Discussion

The 3rd annual installment of the Microsoft Enterprise agreement is due June 30, 2012 to En Pointe Technologies in the amount of \$80,857.68. This amount is \$954.17 less than the original installment declared with DELL Marketing LP. As required in the Agreement, there is a mandatory annual true-up for all licenses of equipment either added or deleted during the past year. This year's true-up requirement is for 94 additional devices under the City's Microsoft Enterprise Agreement and allows us to be in full compliance with all devices. The true-up for 94 devices amounts to \$42,159. The annual

software installment and true-up cost is included in the Information Technology Fund budget.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the updated Microsoft Enterprise Agreement with En Pointe Technologies Sales Inc. as the State of Nebraska contract vendor for \$80,857.68 and the additional true-up cost of \$42,159.

Recommendation

City Administration recommends that the Council approve the 3rd installment payment to En Pointe Technologies Sales Inc. in the amount of \$80,857.68 and the additional true-up cost of \$42,159.

Sample Motion

Move to approve the Microsoft Licensing Enterprise Agreement final installment to En Pointe Technologies Sales Inc. in the amount of \$80,857.68 plus required annual true-up licensing costs of \$42,159.



En Pointe Technologies Sales Inc.
18701 S. Figueroa Street
Gardena, CA 90248-4506
Main (310) 337-5200
www.enpointe.com

En Pointe Contact
Lori Kolo

Branch Office:
En Pointe - Govt Sales - West
18701 S. Figueroa Street
Gardena CA 90248-4506
Ph: 310-337-5977
Fax: 310-258-2302

Customer Contact	Customer Notes
	Robyn Splattstoesser RobynS@grand-island.com 3rd EA Payment for enrollment 5540791
Shipping Address	Purchase Order Details
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	PO# WSCA-ADSP011-00000358-1 PO Date 06/11/2012 Customer # 1022293 Delivery Date 06/11/2012 Delivery Terms FOB Destination Payment Terms Net 25 Gross Weight LB Ship Via BW Best Way-3 to 7 days
Sold-to Address	
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	

QUOTATION

30101304
Page 1 of 2

Created
06/11/2012

Expires
07/09/2012

Created By
Abbas Naqvi

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
10	269-12445 Microsoft	OfficeProPlus ALNG LicSAPk MVL Pltfrm	3-5 days*	147.80	12	1,773.60
20	269-12442 Microsoft	OfficeProPlus ALNG SA MVL Pltfrm	3-5 days*	85.92	388	33,336.96
30	FQC-03030 Microsoft	WinPro ALNG UpgrdSAPk MVL Pltfrm wMDOP	3-5 days*	48.44	1	48.44
40	FQC-03029 Microsoft	WinPro ALNG SA MVL Pltfrm wMDOP	3-5 days*	37.92	399	15,130.08
50	W06-01066 Microsoft	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	3-5 days*	45.44	525	23,856.00
60	312-02257 Microsoft	ExchgSvrStd ALNG SA MVL	3-5 days*	114.24	2	228.48
70	UCQ-00109 Microsoft	ExprssnWeb ALNG SA MVL	3-5 days*	22.08	1	22.08
80	P73-00203 Microsoft	WinSvrStd ALNG LicSAPk MVL	3-5 days*	273.32	7	1,913.24
90	P73-00226 Microsoft	WinSvrStd ALNG SA MVL	3-5 days*	117.12	5	585.60
100	6VC-01254 Microsoft	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	3-5 days*	13.68	30	410.40
110	P72-00165 Microsoft	WinSvrEnt ALNG LicSAPk MVL	3-5 days*	888.20	4	3,552.80

****3rd EA Payment for enrollment 5540791****



QUOTATION

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En Pointe Technologies Sales Inc.
18701 S. Figueroa Street
Gardena, CA 90248-4506
Main (310) 337-5200
www.enpointe.com

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
*Shipping time is approximate. Actual delivery times may vary. Contact your sales rep for more details.			Sub Total		\$	80,857.68
For our standard and promo price terms and conditions, please visit www.enpointe.com/terms and www.enpointe.com/promo respectively.			EWR Total		\$	0.00
En Pointe can provide same day shipment for over \$2 billion worth of Computer products from thousands of manufacturers/publishers.			Freight Total		\$	0.00
With over 250,000 available SKU's, finding the right product and tracking your orders is easy with our E-procurement tool, www.accesspointe.com .			Taxable Amount		\$	0.00
			Sales Tax - State		\$	0.00
			Sales Tax - Local		\$	0.00
			Total Taxes		\$	0.00
			Total Amount		\$	80,857.68

Customer Acceptance

A Signature and submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Inc to purchase the above referenced goods and/or services.

Further, Customer agrees to pay all invoices related to this order according to the terms and conditions specified by En Pointe Technologies Inc, which are available at www.enpointe.com/invoiceterms.asp.

Name _____	PO Number _____
Email _____	Signature _____
Phone _____	Date _____



En Pointe Technologies Sales Inc.
18701 S. Figueroa Street
Gardena, CA 90248-4506
Main (310) 337-5200
www.enpointe.com

En Pointe Contact
Lori Kolo

Branch Office:
En Pointe - Govt Sales - West
18701 S. Figueroa Street
Gardena CA 90248-4506
Ph: 310-337-5977
Fax: 310-258-2302

Customer Contact	Customer Notes
	Robyn Splattstoesser RobynS@grand-island.com true up pricing
Shipping Address	Purchase Order Details
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	PO# WSCA-ADSP011-00000358-1 PO Date 06/11/2012 Customer # 1022293 Delivery Date 06/11/2012 Delivery Terms FOB Destination Payment Terms Net 25 Gross Weight LB Ship Via BW Best Way-3 to 7 days
Sold-to Address	
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	

QUOTATION

30101306
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Created
06/11/2012
Expires
07/09/2012

Created By
Abbas Naqvi

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
10	269-12445 Microsoft		3-5 days*	340.26	94	31,984.44
		Office Professional Plus All Lng Lic/SA Pack MVL Platform				
20	FQC-03030 Microsoft		3-5 days*	108.24	94	10,174.56
		WinPro ALNG UpgrdSAPk MVL Pltfm wMDOP				
		True Up Year 2				

*Shipping time is approximate. Actual delivery times may vary. Contact your sales rep for more details.	Sub Total	\$	42,159.00
For our standard and promo price terms and conditions, please visit www.enpointe.com/terms and www.enpointe.com/promo respectively.	EWR Total	\$	0.00
En Pointe can provide same day shipment for over \$2 billion worth of Computer products from thousands of manufacturers/publishers.	Freight Total	\$	0.00
With over 250,000 available SKU's, finding the right product and tracking your orders is easy with our E-procurement tool, www.accesspointe.com .	Taxable Amount	\$	0.00
	Sales Tax - State	\$	0.00
	Sales Tax - Local	\$	0.00
	Total Taxes	\$	0.00
	Total Amount	\$	42,159.00

Customer Acceptance	
A Signature and submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Inc to purchase the above referenced goods and/or services.	Name _____ PO Number _____
Further, Customer agrees to pay all invoices related to this order according to the terms and conditions specified by En Pointe Technologies Inc, which are available at www.enpointe.com/invoiceterms.asp .	Email _____ Signature _____
	Phone _____ Date _____

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13093 OC

PAGE 1 of 1	ORDER DATE 11/21/11
BUSINESS UNIT 9000	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 520422	
VENDOR ADDRESS: EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA CALIFORNIA 90248-4506	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 21, 2011 THROUGH JUNE 02, 2013

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Supply and deliver Commercial Off The Shelf (COTS) Software and Related Services, FOB destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum, Master Price Agreement and NE Exempt Sale Certificate.

EnPointe Technologies Sales, Inc. WSCA website: <http://www.enpointe.com/Nebraska>

The WSCA website will assist you with contact information, software publishers, pricing, and ordering information.

The State Purchasing Bureau encourages agencies to contact the designated Account Executive or Inside Sales Representative as shown on the website address above for general questions, licensing information, quote requests, order status, and returns.

The Purchase Order must include the State of Nebraska WSCA Contract #13093 OC and the EnPointe Technologies Sales, Inc. WSCA Master Price Agreement Number ADSP011-00000358-1.

Leasing is outside the scope of the WSCA/NASPO Agreement and this contract.

(11/21/11 sz)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ENPOINTE TECHNOLOGIES SALES INC SOFTWARE LICENSES AND Maintenance Agreements.	2,000,000.0000	\$	1.0000


BUYER
MATERIEL ADMINISTRATOR

R43500|NISCRI01 100423

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-1
Administered by the State of Arizona (hereinafter "Lead State")**

between
EN POINTE TECHNOLOGIES SALES, INC.
(hereinafter "Contractor")

And
STATE OF NEBRASKA
(hereinafter "Participating State")
Participating State Contract Number: 13093 OC

Page 1 of 8

1. Scope: This addendum covers the WSCA Software Value-Added Reseller Contract lead by the State of Arizona for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **WSCA** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by R.R.S. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

3. Participating State Modifications or Additions to Master Price Agreement:

- A. The State of Nebraska will make payments in strict accordance with the Nebraska Prompt Payment Act, R.R.S. § 81-2401-2408, as described in R.R.S. § 81-2403 of the Act. Interest charges may be assessed for late payments in accordance with R.R.S. § 81-2404 of the Act. Payments are due upon receipt of an undisputed invoice, merchandise or service, whichever is later, and payable in accordance with the Act unless otherwise specified in a Transaction Document.
- B. The State of Nebraska is exempt from the obligation to pay federal excise taxes; it is further exempt by state law, R.R.S. § 2704.15, from the obligation to pay sales and use taxes. Taxes must not be included in the bid prices. Exemption by statute precludes the obligation to furnish a State of Nebraska exemption certificate. Copies of exemption certificates may be attached hereto as a courtesy.
- C. The State of Nebraska may terminate this Contract or any purchase order, in whole or in part, in the event funding is no longer available. Its obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for this contract. Should said funds not be appropriated, the State of Nebraska may terminate this Contract or any purchase order with respect to those payments for the fiscal years for which such funds are not appropriated. The State of Nebraska will give the Contractor written notice of thirty (30) days prior to the effective date of any termination under this section. All obligations of the

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State of Nebraska to make payments after the termination date will cease and all interest of the State of Nebraska in any related equipment will terminate. The Contractor shall be entitled to receive just and fair compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

- D. The Contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.
- E. Scrutinized Businesses (3.11) and any other references regarding same in the Master Price Agreement are deleted for the purposes of this Participating Addendum.
- F. Offshore Performance of Work Prohibited (3.12) and any other references regarding same in the Master Price Agreement are deleted for the purposes of this Participating Addendum.
- G. This Contract is not an exclusive Contract to furnish software, supplies and maintenance services, and does not preclude the purchase of similar items from other sources.
- H. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the Contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska.
- I. The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports based on net invoiced sales, containing at a minimum the following information pertaining to State of Nebraska utilization: (a) purchase order number; (b) description; (c) quantity; and (d) price. These reports will be provided in Excel format and sent via email at the end of the next month after the quarterly periods as follows:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

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- J. New Employee Work Eligibility Status: The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us

If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by R.R.S. § 4-108.

- K. Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/accessibility/accessibility_standards.pdf and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.
- L. Contractor to provide delivery within ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Contractor, such as product out of stock. If delivery cannot be within this time frame, Contractor is to notify the ordering entity of delay and anticipated ship date. If this delayed delivery is unacceptable to the ordering entity, the order can be cancelled without penalty.
- M. All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved,

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whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit. These provisions shall survive the termination of the contract.

- N. **Ownership of Intellectual Property:** The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this Master Price Agreement.

- O. **Indemnification:** The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

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- P. Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.
- Q. Contract Monitoring: The Contractor is obligated to furnish information as requested to determine whether the objectives of the contract have been met. The Contractor will be required to furnish reports as requested to the State of Nebraska primary contact upon request.
- R. Effective Date and Contract Period: This Participating Addendum shall be effective upon the date of final execution by the State. The contract period for the State of Nebraska will be from the effective date of this participating addendum to the time period set forth in the Master Price Agreement No. ADSP11-00000358.
- S. Contract Order of Precedence: Contract Award to include State of Nebraska Participating Addendum, including any Exhibits and or Attachments; WSCA Master Price Agreement; Exhibits and Amendment to the WSCA Master Price Agreement; The list of products and services contained in the purchase order and or contract release order; Any Request for Proposal Addenda and/or Amendments to include Questions and Answers; The original RFP document; and The Contractor's Proposal, including any written clarifications and or final proposal revisions.
4. Lease Agreements: No leasing is authorized under this addendum.
5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name	Terri Johnson
Address	State of Arizona - Department of Administration State Procurement Office 100 N 15 th Ave, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508
E-mail	terri.johnson@azdoa.gov

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Contractor

Name	Imran Yunus
Address	En Pointe Technologies Sales, Inc. 18701 S. Figueroa St. Gardena, CA 90248
Telephone	866-334-2087
Fax	310-337-3498
E-mail	iyunus@enpointe.com

Participating Entity – State of Nebraska

Name	Ruth Gray
Address	Administrative Services, Materiel Division, Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508
Telephone	402-471-0974
Fax	402-471-2089
E-mail	Ruth.Gray@nebraska.gov

6. **Subcontractors:** All En Point dealers and resellers authorized, as shown on the dedicated En Pointe/Nebraska website, are approved to provide sales and service support. En Pointe dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement. The State of Nebraska will issue all orders and payments directly to En Point Technologies sales, Inc.

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7. Purchase Order Instructions:

- a. If a price quote is accepted by the participating entity, the participating entity shall submit purchase order via email to wscasoftwaresupport@enpointe.com or by fax to 310-337-3498

- b. Purchase order is issued to:

En Pointe Technologies Sales, Inc
18701 South Figueroa Street
Gardena, CA 90248

Note: Purchase Order must include Master Agreement Number ADSP011-00000358 and Participating Entity Contract Number 13093 OC.

Purchase orders may be mailed to the above address or emailed to wscasoftwaresupport@enpointe.com

- c. Payment shall be made to:

En Pointe Technologies Sales, Inc
PO Box 514429
Los Angeles, CA 90051-4229

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 13093 OC and the Lead State price agreement number: ADSP011-00000358-1.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

RESOLUTION 2012-166

WHEREAS, the Information Technology Division of the Finance Department continually works on maintaining the City's computer network, computer hardware, software, etc.; and

WHEREAS, due to the number of computer users and devices, and the constant need for computer upgrades, it is imperative to consistently maintain the entire city network system; and

WHEREAS, on June 22, 2010 by Resolution 2010-169, the City Council of the City of Grand Island authorized the Information Technology Division of the Finance Department to renew a three year software license agreement expiring June 30, 2013 with DELL Marketing LP, under the State of Nebraska contract number 7466 04; and

WHEREAS, the State of Nebraska re-negotiated this state contract in 2011 and as of November 21, 2011 all agreements moved from DELL Marketing LP to En Pointe Technologies Sales Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Information Technology Division of the Finance Department is hereby authorized to submit payment to the contract vendor En Pointe Technologies for the 3rd and final installment of the Microsoft Enterprise Agreement due June 30, 2012 at a cost of \$80,857.68 plus the mandatory true-up costs of 42,159.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 26, 2012	▣ City Attorney