

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Information Technology
AGENDA DATE: January 2, 2008
CONTACT PERSON/PHONE: Gerald Gordier (541-4288)
DISTRICT(S) AFFECTED: Citywide

SUBJECT:

Request that the Purchasing Manager, Financial Services, Purchasing Division be authorized to issue a Purchase Order to SHI-Government Solution, a Department of Information Resources (DIR) contractor under DIR State Contract DIR-SDD-198 for Microsoft software. Participation by the City of El Paso in the DIR Program was approved by Mayor and Council on April 29, 2003.

BACKGROUND / DISCUSSION:

Participation by the City of El Paso in the DIR Program was approved originally approved on April 29, 2003 and subsequently, the city adopted the Microsoft Enterprise Agreement for fiscal years 2004 thru 2007 as a three year contract. It is no time to renew this contract for another three-year period. This agreement covers all Microsoft licenses utilized by the City of El Paso.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, as described in the background.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Amount: Annual payment of \$573,097.

Funds are available in the FY08 General Fund – Information Services Account: 39010351-01101-502202.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

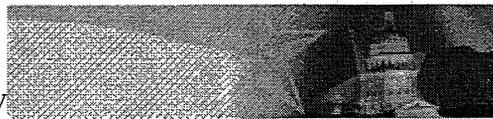
DEPARTMENT HEAD: *Joe Gary Gordier* _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____



State of Texas
Department of Information Resources
Leadership for Texas Government Technology



[DIR Home](#) | [Store](#) | [Document Library](#) | [Education & Training](#) | [DIR Overview](#) | [Site Map](#)

DIR Store - Products and Services

- [Buyer Alerts](#)
- [Overview](#)
- [GoDIRect Program](#)
- [DIR IT Commodity List](#)
- [Customer Eligibility](#)
- [Customer FAQs](#)
- [Vendor FAQs](#)

Related Information

- [Service Delivery Division](#)
- [Current Contracting Initiatives](#)

Go **DIR**ect

for Dell Computers and 3rd Party Peripherals

Through DIR/Dell Marketing L.P. Contract DIR-SDD-192, Dell Marketing L.P., Vendor ID 174-261-6805-400, offers Dell computers and select third party peripherals to Texas governmental entities at discounted prices through DIR's Go DIRect Program.

- [Available Equipment](#)
- [Product and Pricing Information](#)
- [How to Order](#)
- [Contract Information](#)
- [Vendor Contacts](#)
- [DIR Contacts](#)

Search DIR

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Available Equipment

- Desktops
- Monitors
- Notebooks/Portables
- Peripherals
- Servers
- Storage
- Software
- Third Party Software and Peripherals
- Related Accessories, Components

For leasing equipment, please see:

- [DIR/Dell Financial Services MLA #1627763](#) for Higher Education and K-12
- [DIR/Dell Marketing L.P. \(Dell Government Leasing\) MLA #02000390](#) for state agencies and local governments

Product and Pricing Information

- To obtain product and pricing information visit the [TX Dell website](#).

How to Order

- Prices shown are for all DIR customers. There is no separate pricing for Government, Higher Education and K-12. Ground shipping is free. You are responsible for additional shipping charges if you request that the order be expedited.
 - When you have completed the order information, print your quote form or submit the order online.
 - If you have never ordered directly from Dell, Dell requires that you submit a Tax Exemption Certificate. Your order will be delayed if Dell does not have a copy of your tax certificate on file.
 - Under this contract eligible customers have the following ordering options:
 - Customers may place purchase orders directly with Dell. Customers buying directly from Dell will generate a purchase order payable to **Dell Marketing**.
 - Customers may place their purchase orders directly with a Dell Participating Reseller, listed below, of their choice. Customers buying directly from Participating Resellers will generate a purchase order payable to the **Participating Reseller**. Customers placing orders with Participating Resellers that are certified by the State as a Historically Underutilized Business (HUB) will capture 100% HUB credit for the procurement.
- Note:** All customer purchase orders must reference contract number **DIR-SDD-192** and contract code **9913578** when submitted to Dell or a Participating Reseller.
- Fax your purchase order, quote form, and tax certificate (if required) to the appropriate number below.

Contract Information

[DIR-SDD-192 Contract expires 12/21/2007 \(42 KB, PDF, Viewer\)](#)
[Appendix A, Standard Clauses \(140 KB, PDF, Viewer\)](#)
[Appendix B, Mentor Protege Plan, Updated per Amendment 7 \(144 KB, PDF, Viewer\)](#)
[Appendix C, Pricing Schedule \(17 KB, PDF, Viewer\)](#)
[Appendix D, Standard Configurations, Updated 02/01/2007 \(41 KB, PDF, Viewer\)](#)
[Amendment 1 \(10 KB, PDF, Viewer\)](#)
[Amendment 2 \(10 KB, PDF, Viewer\)](#)
[Amendment 3 \(14 KB, PDF, Viewer\)](#)
[Amendment 4 \(15 KB, PDF, Viewer\)](#)
[Amendment 5 \(18 KB, PDF, Viewer\)](#)
[Amendment 6 \(16 KB, PDF, Viewer\)](#)
[Amendment 7 \(23 KB, PDF, Viewer\)](#)
[Amendment 8 \(17 KB, PDF, Viewer\)](#)
[Amendment 9 \(10 KB, PDF, Viewer\)](#)

Contacts

Vendor Name Vendor ID Contract	HUB	Contact Information	Address	Qualified to sell to
Advant Tech Solutions 142-160-6450- 200	Woman Owned	<u>Cindy Moreno</u> 832-595-8785, phone 832-595-1980, fax	22115 Skyridge Ln. Richmond, TX 77469	State gov. Local gov. Higher ed. K-12
Austin Ribbon and Computer 174-233-9797- 900	Woman Owned	<u>Ryan Grant</u> 800-783-7459, phone 512-452-0691, fax	7320 N. Mo-Pac Expy. Suite 301 Austin, TX 78731	State gov. Local gov. Higher ed. K-12
Checkpoint Services 174-277-5490- 200	Woman Owned	<u>Cynthia Moreno</u> 915-581-1185, phone 915-585-7751, fax	1790 Commerce Park Suite A1 El Paso, TX 79912	State gov. Local gov. Higher ed. K-12
Commonwealth Computer Co. 174-274-8769- 300	Black Male	<u>Bill Broadus</u> 210-698-3825, phone 210-698-3231, fax	24165 W. IH 35 Suite 217-616 San Antonio, TX 78257	State gov. Local gov. Higher ed. K-12
Dell Marketing L.P. 174-261-6805- 400	No	<u>Dell contacts</u>	One Dell Way Building 8 Round Rock, TX 78682	State gov. Local gov. Higher ed. K-12
Master Lease Agreements Lease only	No	<u>Dell contacts</u>		State gov. Local gov. Higher ed. K-12
QNet, Inc. 175-283-7171- 300	Black Male	<u>QNet contact</u> 214-341-7638, phone 214-348-5900, fax	13237 Montfort Dr. PMB 657 Dallas, TX 75240	State gov. Local gov.
SHI 122-369-5478- 500	Asian Male	<u>SHI-GS</u> contacts 800-870-6079, phone	1250 Capitol of TX Hwy. Building 1, #350 Austin, TX	State gov. Local gov. Higher

		512-732-0232, 78746	ed.
		fax	K-12
xNet Systems	Woman	Barry Boland	14450 TC Jester State gov.
176-057-7006-	Owned	281-539-0886,	Suite 120 Local
800		phone	Houston, TX gov.
		281-539-0885,	77014 Higher
		fax	ed.
			K-12

Product Information

Dell contacts

DIR Customer Service

800-464-1215
or
512-305-9713,
phone

Contract Information

Brian Bell
512-475-4903, phone



Department of Information Resources

300 West 15th St., Suite 1300
Austin, TX 78701 ([Map & Directions](#))
1-512-475-4700

[Privacy & Security Policy](#)
[Accessibility](#) | [Open Records Policy](#)
[Link Policy](#) | [Compact with Texans](#)
[DIR Contacts](#) | dirinfo@dir.state.tx.us

Last updated March 14, 2007

Enterprise Custom Enrollment (indirect) State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	U1063194	Framework ID	N36
Enterprise Custom Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E61288	Reseller purchase order number <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Previous Qualifying Enrollment number <i>Reseller to complete</i>	3355196
		Previous Qualifying Enrollment end date <i>Reseller to complete</i>	11/30/07

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity *	Microsoft Licensing, GP
Signature *	Signature
Printed name *	Printed name
Printed title *	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
* indicates required fields	Effective date (may be different than our signature date)

**THIS ENROLLMENT NOT VALID UNLESS SIGNED BELOW BY
TEXAS DEPT. OF INFORMATION RESOURCES**

Required Approval by Texas Department of Information Resources:	
By:	
Name:	(Signature)
Title:	(Printed)
Date:	(Printed)

Microsoft Volume Licensing web sites

(Note: We will advise you of any changes to these URLs.)

Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

Notices to Microsoft should be sent to:	Copies should be sent to:
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

<input checked="" type="checkbox"/>	<u>Media Order Form (required)</u>
<input type="checkbox"/>	<u>Core User CAL Terms and Conditions, if applicable</u>
<input type="checkbox"/>	<u>MS Capital Form, if applicable</u>

Customer. Please remit to your reseller.

Reseller. Please remit to Microsoft.

1. Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity *		Contact name * Last First
Street address *		Contact email address (required for online access) *
City *	State/Province *	Phone
Country *	Postal code *	Fax

Notices and online access contact information: Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
<input type="checkbox"/> Same as primary contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

MSDN contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name Jerry Van Valkenburg	Microsoft account manager email address jerryv@microsoft.com
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2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).

<input checked="" type="checkbox"/>	Only you (and no other affiliates) will be participating
<input type="checkbox"/>	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.

<input type="checkbox"/>	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.
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3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	"Restricted Languages"	"Extended Languages"
Arabic Bulgarian Chinese Simplified Chinese Traditional Croatian English ¹ Hebrew Indic Japanese Korean Portuguese (Brazil) Romanian Russian Serbian Spanish ² Thai Turkish Ukrainian	Danish Dutch English ¹ Finnish French ³ German Greek Italian Norwegian Portuguese (Portugal) Spanish ² Swedish	Czech Estonian Hungarian Latvian Lithuanian Polish Slovenian Slovak
<p>¹ English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)</p> <p>² Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.</p> <p>³ French is a "Listed Language," if signed in Canada</p>		

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box

- Listed Languages
- All Languages
- Extended Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

<p>Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).</p>	2900
<p>Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).</p>	

7. Enterprise product orders.

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	<input checked="" type="checkbox"/>	
Office Professional Plus ¹	<input checked="" type="checkbox"/>	
Office Enterprise	<input type="checkbox"/>	
Office Standard ¹	<input type="checkbox"/>	
Core Client Access License ^{1,2}	<input type="checkbox"/>	<input type="checkbox"/>
Enterprise Client Access License Suite ^{1,2}	<input type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License Standard ²	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License Enterprise ²	<input type="checkbox"/>	<input type="checkbox"/>
Office SharePoint Server Client Access License Standard ²	<input type="checkbox"/>	<input type="checkbox"/>
Office SharePoint Server Client Access License Enterprise ²	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Windows Server Client Access License ²	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Systems Management Server Configuration Management License	<input checked="" type="checkbox"/>	
Systems Center Operations Manager Client Operations Management License	<input type="checkbox"/>	

Windows Terminal Services Client Access License²	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Standard²	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Enterprise²	<input type="checkbox"/>	<input type="checkbox"/>
SQL Server Client Access License²	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Microsoft Rights Management Services	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft Forefront Security Suite	<input type="checkbox"/>	<input type="checkbox"/>

¹ The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

² If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. Additional Products

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name:
Street address: (PO boxes will not be accepted)
City and State / Province and postal code:
Country:
Contact name:
Phone number:
Fax number:
Email address:

The undersigned confirms that the reseller information is correct.

Name of reseller
Signature
Printed name
Printed title
Date