



REPORT TO MAYOR AND COUNCIL

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: June 22, 2009

SUBJECT: RENEW ANNUAL LICENSE AND MAINTENANCE AGREEMENTS WITH TRITECH SOFTWARE SYSTEMS, MICROSOFT, ACCELA GOVERNMENT SOFTWARE, LAWSON SOFTWARE, AND THE ACTIVE NETWORK FOR THE TOTAL AMOUNT OF \$384,591.21

Report in Brief

Staff recommends the City Council authorize the Information Technology (IT) Director to renew annual license and maintenance agreements with TriTech Software Systems, Microsoft, Accela Government Software, Lawson Software, and The Active Network for the total amount of \$384,591.21 to maintain licenses and for access to manufacturers' technical support, and software upgrades occurring in the contract period.

Discussion

The City has existing support agreements for each of the following Enterprise Systems. The TriTech, Accela, Lawson and The Active Network agreements were signed on original purchase of the software and have been renewed annually since the original purchase. The Microsoft agreement expires on June 30, 2009 and has been renewed by the County of Riverside for a three year term beginning July 1, 2009. The renewal amount for TriTech (\$134,062.50) is due in the 2008-09 fiscal year. The remaining renewals (\$250,528.71) are due in the 2009-10 fiscal year.

Software System	Vendor	Contract Term	Amount
Computer Aided Dispatch (CAD)	TriTech Software Systems	5/1/09-7/31/2010	\$134,062.50
Microsoft Office/Windows	Microsoft	7/1/09-6/30/2012	\$118,079.04
Permits Plus	Accela Government Software	7/1/09-6/30/2010	\$ 29,454.04
HR/Finance System	Lawson Software	7/1/09-6/30/2010	\$ 80,936.15
Class Registration & Point Of Sale	The Active Network	7/1/09-6/30/2010	\$ <u>22,059.48</u>
			\$384,591.21

System manufacturers continually fix problems and create functional enhancements, such as improved security. Without annual maintenance support from the respective system manufacturers, staff will not have access to technical support, product upgrades and service releases; this would jeopardize staff's ability to keep systems operational.

**RENEW ANNUAL MAINTENANCE AGREEMENTS WITH TRITECH
SOFTWARE SYSTEMS, MICROSOFT, ACCELA GOVERNMENT SOFTWARE,
LAWSON SOFTWARE, AND THE ACTIVE NETWORK FOR THE TOTAL
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TriTech: TriTech provides the Police Department Computer Aided Dispatch System (CAD) used by the Dispatch staff. The FY 09-10 agreement with TriTech is a 15-month term to correspond with the City's fiscal year.

Microsoft: The County of Riverside is the aggregation agency allowing the City to reduce the cost of the Volume License Agreement (VLA) by combining Concord's volume of licenses with other agencies across California to achieve the lowest cost possible. The Riverside Agreement has gone through the public bid process.

This agreement includes all releases, upgrades, patches, fixes, or other enhancements to the products included in the VLA for the three-year term of the agreement. The VLA includes MS Office Professional, Windows PC Operating System, Exchange/Outlook, SQL server and the Client Access Licenses (CAL). Microsoft requires each and every client (PC) to have both the software AND a CAL for products such as Exchange / Outlook, SQL-Server, and others.

Accela Government Software: The PermitsPlus software is used to process and print the Building, Neighborhood Code Enforcement, Planning and Business License required permits.

Lawson: Lawson Software provides the Human Resources/Finance system used in budgeting, Accounts Payable, Receivables, Payroll processes and in employee services.

The Active Network: Class Registration software is used to process and track registration requests by citizens to the Community Recreation Services programs. The Point of Sale is the software recording cash handling transactions for registrations, permits and business licenses.

Fiscal Impact

Funding for the TriTech Software Systems FY09-10 maintenance agreement in the amount of \$134,062.50 is included in the FY 2008-09 Information Technology Operating budget. Funding for the Microsoft, Accela Government Software, Lawson Software and The Active Network maintenance agreements for \$250,528.71 is included in the proposed FY 2009-10 Information Technology budget and the 10-Year Plan Council is considering in the annual budget process. Future years' funding remains at Council's discretion.

Public Contact

Posting of the Council Agenda.

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Recommendation for Action

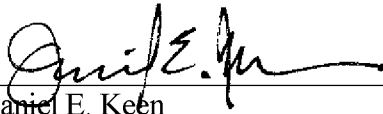
Staff recommends the City Council authorize the Information Technology Director to renew maintenance support agreements with TriTech Software Systems (\$134,062.50), Accela Government Software (\$29,454.04), Lawson Software (\$80,936.15) and the The Active Network (\$22,059.48) and further authorizing the City Manager to execute the a three-year Microsoft (\$118,079.04) agreement.

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Director of Information Technology
Ron.Puccinelli@ci.concord.ca.us

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Assistant City Manager
Valerie.Barone@ci.concord.ca.us



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City Manager
Dan.Keen@ci.concord.ca.us

- Attachment 1 - TriTech Software Systems Quote
- Attachment 2 - Lawson Software Renewal Invoice
- Attachment 3 - Accela Government Software Renewal Invoice
- Attachment 4 - Active Networks Renewal Quote
- Attachment 5 - Microsoft EA Enrollment Form
- Attachment 6 - Microsoft EA Reseller (Dell) Quote
- Attachment 7 - Microsoft EA Signature Form
- Attachment 8 - Maintenance Renewal Finance Authorization



May 22, 2009

City of Concord
Attn. Ron Puccinelli
Director of IT
1950 Parkside Dr. MS/05
Concord, CA. 94519

Renewal of Software Support Agreement

This letter is an important notice to renew your Software Support Agreement for your TriTech System, which is due to expire on April 30, 2009. The renewal of the Software Support Agreement will allow you to continue to take advantage of the software support and maintenance services provided by TriTech Software Systems and allow you to receive upgrades to your TriTech System.

Please complete and sign this Support Renewal Agreement and return it to TriTech along with your payment to assure uninterrupted software support and maintenance services coverage. Action on this Support Renewal Agreement is time sensitive; services to support your system will not be provided if you have not paid your Support Renewal Fee by the Expiration date of your Software Support Agreement.

TriTech Support Services Renewal Agreement Amendment

Client agrees to renew its Software Support Agreement the terms of which are incorporated by reference herein as though set forth in full, and according to the terms and conditions included herein. Except as modified herein, all other terms and conditions of the Software Support Agreement shall remain in full force and effect. With respect to the content herein, in the event of any conflict between this Software Support Renewal Agreement Amendment and the Software Support Agreement, the terms of this Software Support Renewal Agreement Amendment shall control. **This Support Renewal Agreement Amendment and applicable support fees must be signed, paid and returned by July 1, 2009** to avoid any interruptions in the software support and maintenance services provided by TriTech. Payment of \$134,062.50 for this period is due by July 1, 2009.

Note: Escrow, ESRI and GDT Fees are calculated separately and added to your annual support fee.

Payment

For your convenience, we have enclosed an invoice for the full amount of the TriTech Support Services Renewal Fees covering period beginning May 1, 2009-July 31, 2010. If you have any questions, please contact your Client Account Manager at 858-799-7000.

The Support Renewal Agreement for TriTech Support Services is based upon the following TriTech Software licenses:

Concord

Product Name	Notes	# of Licenses	Cost per License	Total License Cost	Support Term 5/1/09-7/31/10
Primary Server SWL - Multi Agency		1	30,000.00	30,000.00	8,250.00
Dispatcher/Call Taker User SWL		8	10,000.00	80,000.00	22,000.00
Supervisor/Administrator - User SWL		1	5,000.00	5,000.00	1,375.00
Administrator - User SWL		1	5,000.00	5,000.00	1,375.00
Testing/Training User SWL		2	3,000.00	6,000.00	1,650.00
Testing/Training Server SWL		1	10,000.00	10,000.00	2,750.00
Remote Disaster Recovery Server SWL		1	10,000.00	10,000.00	2,750.00
VisiNet Browser Site License (included Call Taker Capability)		1	28,000.00	28,000.00	7,700.00
Archive & Reporting Server License		1	18,500.00	18,500.00	5,087.50
Event Playback Module		1	7,500.00	7,500.00	2,062.50
NCIC/State Message Server Switch (includes CLETS/NCIC Access)		1	50,000.00	50,000.00	13,750.00
NCIC/State Query Site License		1	25,000.00	25,000.00	6,875.00
Quickest Path Unit Recommendation Module		1	25,000.00	25,000.00	6,875.00
TDD User License		2	2,500.00	5,000.00	1,375.00
TDD User License		-2	2,500.00	(5,000.00)	(1,375.00)
GISLink Utility License		1	15,000.00	15,000.00	4,125.00
Dispatcher Rules Module		1	2,000.00	2,000.00	550.00
SOP Module		1	7,500.00	7,500.00	2,062.50
Snapshot Module		1	2,500.00	2,500.00	687.50
System Status Management Module (included in base)		1	0.00	0.00	0.00
CAD Link Handheld		6	500.00	3,000.00	825.00
Alert Line		1	15,000.00	15,000.00	4,125.00
GIS Link for Response Area Polygons Import		1	5,000.00	5,000.00	1,375.00
Geofile Cross Reference Module (Point in Polygon)		1	2,500.00	2,500.00	687.50
ANI/ALI Interface License		1	9,000.00	9,000.00	2,475.00
Standard Law Records Management System Incident Transfer License		1	15,000.00	15,000.00	4,125.00
Database Connection License - City Crime & In House RMS		1	7,500.00	7,500.00	2,062.50
Database Connection License - JAWS/ARIES Access		1	7,500.00	7,500.00	2,062.50
Interface Manager License		1	5,000.00	5,000.00	1,375.00
VisiNet Mobile Server (1-50 Units On-Duty)		1	15,000.00	15,000.00	4,125.00
VisiNet Mobile Test/Training Server		1	10,000.00	10,000.00	2,750.00
VisiNet Mobile Mapping Server		1	5,000.00	5,000.00	1,375.00
VisiNet Mobile Base Client License (with NCIC forms)		80	500.00	40,000.00	11,000.00
VisiNet Mobile AVL License with mapping		80	300.00	24,000.00	6,600.00
Message Switch /NCIC Interface License (included in CAD Pricing)		1	0.00	0.00	0.00
CAD Link Handheld		-6	500.00	(3,000.00)	(825.00)
Total Support Base Cost:				487,500.00	

Total Support Renewal Fee: 134,062.50

GDT Fee [1]: 0.00

Escrow Fee: 0.00

Other [See Note]: 0.00

Total Adjusted Support Renewal Fee: 134,062.50

As a part of your support renewal, you will receive one (1) free conference admission to the Annual VisiCon User's Conference. Travel and expenses are not included.

ACCEPTED AND AGREED:

TRITECH SOFTWARE SYSTEMS

Signature

Blake Clark
CFO

Printed Name

Title

Date

TriTech Support Services Renewal – Options

Please include (check options) the following options into the costs of the Support Renewal Agreement. The costs for selected options will be added to the final cost of the Support Renewal Agreement and reflected in a revised invoice. Early payment options, either discount on renewal fees or quarterly payments, do not apply to any of the following options.

- Annual membership fee (\$150) for your organization with the TriTech International User’s Group (an independent non-profit organization of TriTech Clients). Note: TriTech collects this fee and forwards the full amount directly it to the International User’s Group.

- Please add ____ TriTech Annual VisiCon User Conference pre-registration fees into the Support Renewal Fee at USD\$695.00 per person (\$695 is the early-bird registration fee).

- Please add airfare and hotel charges for each attendee to attend the annual TriTech VisiCon User Conference to the Support Renewal Fee. In order for TriTech to provide a quote, TriTech must be informed of the location where travel will begin for each individual and dates when travel will occur. TriTech will not be responsible for any expenses beyond airfare and hotel. Any unused funds will be credited to the Client.

- Please include a Maintenance Pool in the amount of USD\$ _____ to the Support Renewal Fee. The Maintenance Pool can only be utilized upon authorization from the Client for non-covered support services, hardware upgrades, operating system or database upgrades, and for TriTech Software modules or services. Payment will be as follows:
 - ____ Include the Maintenance Pool cost in the Support Renewal Fee and maintain any applicable credits on Client’s TriTech Account.
 - ____ Include the Maintenance Pool cost in the overall Support Renewal Fee, but invoice the Client individually for the authorized services.

- Please include a quote for adding the following to the Support Renewal Agreement:

Completed By:

Signature

Printed Name, Title Date



INVOICE 17118

DATE

5/21/2009

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Bill To:

City of Concord
Attn: Accounts Payable
1950 Parkside Dr, MS/05
Concord CA 94519

Ship To:

City of Concord
Attn: Accounts Payable
1950 Parkside Dr, MS/05
Concord CA 94519

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REGIONAL PRICE	DISCOUNT
	CONCORD			Net 30		
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT	PRICE	DISCOUNT	TOTAL
1	4300-60	Customer Support - 5/1/09-7/31/10 15 month term	Ea	\$0.00	\$134,062.50	\$134,062.50

Subtotal	\$134,062.50
Tax	\$0.00
Freight	\$0.00
Total	\$134,062.50

Thank You



380 St. Peter Street
 St. Paul, MN 55102-1302
 Phone: 651-767-7000
 Fax: 651-767-4923
 http://www.lawson.com
 EIN: 41-1251159

INVOICE DATE	INVOICE #
03/15/09	1M 00101861
DUE DATE	
06/01/09	

BILL TO: **CUSTOMER #:** 1285
 CITY OF CONCORD
 1950 PARKSIDE DR.
 CONCORD CA 94519

SERVER LOCATION:
 1950 PARKSIDE DR.
 CONCORD CA 94519
 US

ATTN: RON PUCCINELLI

Please notify maintenance renewal manager if server location has changed.

CUSTOMER PO NUMBER:

SOFTWARE MAINTENANCE

SKU	PRODUCT DESCRIPTION	DM	SITE	USERS	AU	BEGIN DATE	END DATE	AMOUNT
AC	ACTIVITY MANAGEMENT	E	1	10	N	07/01/09	06/30/10	2,821.70
AM	ASSET MANAGEMENT	E	1	10	N	07/01/09	06/30/10	2,015.67
AP	ACCOUNTS PAYABLE	E	1	10	N	07/01/09	06/30/10	4,030.16
AR	ACCOUNTS RECEIVABLE	E	1	10	N	07/01/09	06/30/10	4,030.16
BN	BENEFITS SYSTEM	E	1	10	N	07/01/09	06/30/10	4,030.16
CRR	REPORT DESIGNER	E	1	6	N	07/01/09	06/30/10	640.14
ECA	ENVIRONMENT-CASE	E	1	5	N	07/01/09	06/30/10	1,780.53
ERIN	INTEGRATION PACK-NAMED	E	1	6	N	07/01/09	06/30/10	200.05
GL	GENERAL LEDGER	E	1	10	N	07/01/09	06/30/10	4,030.16
IC	INVENTORY CONTROL SYSTEM	E	1	10	N	07/01/09	06/30/10	4,030.16
LBI	LAWSON BUSI INTELLIGENCE (CPU)	E	1	2	N	07/01/09	06/30/10	10,400.00
LSF	LAWSON SYSTEM FOUNDATION	E	1	4	N	07/01/09	06/30/10	10,400.00
MNC	NET EXPRESS	E	1	1	N	07/01/09	06/30/10	744.75
MNC	NET EXPRESS	E	91	1	N	07/01/09	06/30/10	744.75
MNX	NET EXPRESS APPLICATION SERVER	E	1	140	N	07/01/09	06/30/10	3,663.39
MNX	NET EXPRESS APPLICATION SERVER	E	91	10	N	07/01/09	06/30/10	261.67
MOA	MICROSOFT OFFICE ADD INS	E	1	20	N	07/01/09	06/30/10	2,015.67
MRB	BILLING & REVENUE MANAGEMENT	E	1	10	N	07/01/09	06/30/10	2,821.70
PA	PERSONNEL SYSTEM	E	1	10	N	07/01/09	06/30/10	4,030.16
PPF	PROCESSFLOW PROFESSIONAL	E	1	1	N	07/01/09	06/30/10	3,358.66

Taxes calculated on this invoice are an estimate based on the tax rates in effect on the date issued. The actual taxes due will be computed based on the date payment is received by Lawson Software. Any additional taxes due for this invoice will be billed at that time.

PLEASE PAY THIS AMOUNT:

Comments:

REMIT TO:
 LAWSON SOFTWARE AMERICAS - USD
 C/O CITIBANK
 P.O. BOX 2395
 Carol Stream IL 60132-2395

MAINTENANCE RENEWAL MANAGER:
 Patti Maurstad
Email:
 PATTI.MAURSTAD@Lawson.com
Phone: **Ext:**
 651-767-6167 46167



Remit To:
 Accela, Inc
 #774375, 4375 Solutions Center
 Chicago, IL 60677-4003

Invoice	MR051788
Date	4/17/2009
Page	1

Bill To:

Concord, CA - City of
 Deborah Herman
 1950 Parkside Drive
 Concord CA 94519

Ship To:

Concord, CA - City of
 Deborah Herman
 1950 Parkside Drive
 Concord CA 94519

Purchase Order No.	Customer ID	Salesperson ID	Contract No.	Due Date	Payment Terms
	CONCORD,CA	05-2005		7/1/2009	Net 75
Item Number	Description	Quantity	Discount	Unit Price	Ext. Price
PP_MAINT_PERMITS PLU:	PP_MAINT_PERMITS PLUS	25.00	\$0.00	\$584.04	\$14,601.02
PP_MAINT_PERMITS PLU:	PP_MAINT_CLIENT SERVER	25.00	\$0.00	\$244.46	\$6,111.47
PP_MAINT_PERMITS PLU:	PP_MAINT_OFFICE LINK	25.00	\$0.00	\$25.99	\$649.84
PP_MAINT_PERMITS PLU:	GS_MAINT_GIS, EST.11514	1.00	\$0.00	\$8,091.71	\$8,091.71
	The Maintenance Fees are for the period: July 1, 2009 to June 30, 2010. *Electronic Software Delivery - No Tangible Media*				

Please direct invoice inquiries to the
 Accounts Receivable Dept. at (925) 659-3275
 or send an email to:
 accountsreceivable@accela.com

WIRING INSTRUCTIONS
 Wells Fargo Bank
 For credit to: Accela, Inc.
 Account: 412-1765507
 ABA: 121000248

Subtotal	\$29,454.04
Trade Discount	\$0.00
Tax	\$0.00
Freight	\$0.00
Misc	\$0.00
Total	\$29,454.04

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID	
Previous Enrollment number <i>(Reseller to complete)</i>	2785322	Earliest expiring previous Enrollment end date ¹	6/30/2009

¹ If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

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

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

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

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

Effective date. If Customer is 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 accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective 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. Microsoft will advise Customer of the renewal options before it expires.

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

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.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing/contracts>. 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 true-ups and system refreshes during the term of this Enrollment.

For example, Windows XP Home Edition or successor Products are not qualifying operating systems.

1. **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, Customer 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 <http://licensing.microsoft.com>.

- a. **Primary contact information:** The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* City of Concord
Contact name* First Doug **Last** Elloway
Contact email address* delloway@ci.concord.ca.us
Street address* 1950 Parkside Drive, MS 05
City* Concord **State *** CA **Postal code*** 94519
Country* USA
Phone* 925-671-3343 **Fax** 925-671-3198
Tax ID 94-6000315 (if applicable)

- b. **Notices and online access contact information:** This will designate a notices and online access contact different than the primary contact. This contact will replace the default administrator (primary contact) for this Enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Same as primary contact

Name of entity (must be legal entity name)*
Contact name* First **Last**
Contact email address*
Street address*
City* **State *** **Postal code***
Country*
Phone* **Fax**

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

- c. **Language preference:** Select the language for notices. English
- d. **Microsoft account manager:** Provide the Microsoft account manager contact for this Customer.

Microsoft account manager name: David Reeder
Microsoft account manager email address: dareeder@microsoft.com

- e. If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.
- Duplicate electronic contractual notices contact
 - Software Assurance benefits contact
 - MSDN contact
 - Online Services administrator

- f. Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

g. Reseller information

Reseller company name* Dell Inc
Street address (PO boxes will not be accepted)* One Dell Way RR2C Box 8109
City* Round Rock **State *** TX **Postal code*** 78682
Country* USA
Contact name * Fritzi Mulkey
Phone* 512-723-4848
Fax 512-283-4848
Contact email address* fritzi_mulkey@dell.com

The undersigned confirms that the information is correct.

<p>Name of Reseller* Dell Inc</p> <p>Signature* _____</p> <p>Printed name* Fritzi Mulkey Printed title* Licensing Specialist</p> <p>Date*</p>
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Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Customer's signature.

2. Defining your Enterprise.

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

- Only you (and no other affiliates) will be participating
- Customer and all Affiliates are included (*excluding* new Affiliates with which you consolidate in the future)
- The following Affiliates are excluded

3. Establishing Customer price level.

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

Qualified Desktops: Customer represents that the total number of Qualified Desktops in its 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).	531
Qualified Users: Customer represents that the total number of Qualified Users in its 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).	

Number of desktops/ users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price level (for pools in which Customer orders an Enterprise Product):	Qualified Desktop	Qualified User
	D	D

Price level (for pools in which Customer does not order an Enterprise Product):	Price level "D"
--	------------------------

4. Enterprise Product orders.

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The Office Product selection may be split between "professional plus" and "enterprise" editions within the Enterprise. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

Platform Product Selection (Select one)					
Professional Desktop		Enterprise Desktop		Custom Desktop	
<input checked="" type="checkbox"/>	Windows Desktop Operating System Upgrade Office Professional Plus Core CAL Desktop	<input type="checkbox"/>	Windows Desktop Operating System Upgrade Office Enterprise Enterprise CAL	<input type="checkbox"/>	Windows Desktop Operating System Upgrade <Select One or Both> <Select One> <Select>

Individual Enterprise Product Component Selection			
<input type="checkbox"/>	Windows Desktop Operating System Upgrade		
<input type="checkbox"/>	<Select One or Both>		
<input type="checkbox"/>	<Select One>	<Select>	

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.

This Quote Prepared for: CA City of Concord

05/28/09

Note: Promo Pricing will expire 6/30/2009

Microsoft Enterprise V6.0
Microsoft Products

<u>Product Description</u>	<u>Unit Price</u>	<u>Part #</u>	<u>Qty</u>	<u>Totals</u>
Enterprise Products				
ProDsktp ALNG SA MVL	\$134.46	A07-00042	531	\$71,398.26
Additional Products				
ExchgSvrStd ALNG SA MVL	\$107.85	312-02257	1	\$107.85
ExchgSvrStd ALNG LicSAPk MVL YrEndPromo	\$227.87	312-03967	3	\$683.61
VisioPro ALNG SA MVL	\$81.11	D87-01159	54	\$4,379.94
PrjctPro ALNG SA MVL w1PrjctSvrCAL	\$143.75	H30-00238	32	\$4,600.00
SQLSvrStd ALNG SA MVL 1Proc	\$874.49	228-03148	1	\$874.49
WinSvrEnt ALNG SA MVL	\$359.32	P72-00188	2	\$718.64
WinSvrStd ALNG SA MVL	\$110.56	P73-00226	22	\$2,432.32
WinTSCAL ALNG SA MVL UsrCAL	\$12.24	TJA-00525	50	\$612.00
WinSvrDataCtr ALNG LicSAPk MVL 1Proc	\$911.00	P71-01031	5	\$4,555.00
SQLSvrEnt ALNG LicSAPk MVL SpclPromo	\$2,325.28	810-07990	7	\$16,276.96
OfficeSharePointSvr ALNG LicSAPk MVL YrEndPromo	\$1,442.43	76P-01085	1	\$1,442.43
Annual Payment 1				\$108,081.50

Enterprise Signature Form

State and Local

Master Agreement number or Enrollment number*

01E69633

SGN-	Proposal ID
------	-------------

Microsoft to complete if applicable

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

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	Document Number or Code
Enterprise Enrollment	X20-00095
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
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	Microsoft Affiliate
Name of Entity * City of Concord	Microsoft Licensing, GP
Signature * _____	Signature
Printed Name * Daniel E. Keen	Printed Name
Printed Title * City Manager	Printed Title
Signature Date *	Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Tax ID 94-6000315	Effective Date <small>(may be different than Microsoft's signature date)</small>

** indicates required field*

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

Customer	Outsourcer
Name of Entity *	Name of Entity *
Signature * _____	Signature * _____
Printed Name *	Printed Name *
Printed Title *	Printed Title *
Signature Date *	Signature Date *

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

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 USA 89511-1137

Prepared By:



CITY OF CONCORD
FINANCE DIRECTOR FUND CERTIFICATION

Computer Aided Dispatch	TriTech Software Systems	134062.50
Microsoft Office/Windows	Microsoft	118079.04
Permits Plus	Accela Government Software	29454.04
Class Registration & POS	The Active Network	22059.48
HR Finance System and	Lawson Software	<u>80936.15</u>
		\$384591.21

I hereby certify that adequate funds exist in the 2008-09 Fiscal Year budget for \$134,082.50 and \$250,528.71 is included in the 2009-10 Fiscal Year to pay for the anticipated expenses to be incurred pursuant to this contract.

Account : 63425151A10 63080

Margaret Lefebvre
Director of Finance

Date Signed