



City of Wilmington

Charles M. "Bud" Freel
City Council Member, 8th District

Louis L. Redding City/County Building
800 N. French Street
Wilmington, Delaware 19801-3537

phone (302) 576-2140
fax (302) 571-4071
www.WilmingtonDE.gov

Finance & Economic Development Committee

Charles "Bud" Freel, Chair
Nnamdi O. Chukwuocha, Vice-Chair
Ciro Adams
Zanthia Oliver
Loretta Walsh
Robert A. Williams
Dr. Hanifa Shabazz, Ex-Officio Member

NOTICE

Finance & Economic Development Committee Meeting

Tuesday, September 4, 2018
5:00 p.m.
1st floor Council Committee Room

Agenda

- **Ord. 18-037** Authorize the Issuance of the City's General Obligation Bond (Wetland Park Project), Series of 2018B-WPCRF in Order to Provide the Funds Necessary for the City's Wetland Park Project; Providing for the Sale of the Bond; and Authorizing Other Necessary Action
- **Ord. 18-038** Authorize the Issuance of the City's General Obligation Bond, Series of 2018C-WPCRF in Order to Provide the Funds Necessary for the City's Sewer Separation Projects & Flow Monitoring; Providing for the Sale of the Bond; and Authorizing Other Necessary Action
- Discuss an Ordinance to Authorize and Approve a Volume Licensing Agreement between the City of Wilmington and Microsoft Corporation for Microsoft Computer Software
- Discuss a Resolution approving a grant application by the Department of Public Works to the National Fish and Wildlife Foundation to support the South Wilmington Wetlands Restoration and Conservation Project

(8/27/18)

Any members of the public who wish to speak during the committee meeting will be limited to three minutes per agenda item. If the public's permission to comment is abused, the Chair may exercise greater discretion in limiting public comment.

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BOND (WETLAND PARK PROJECT), SERIES OF 2018B-WPCRF IN ORDER TO PROVIDE THE FUNDS NECESSARY FOR THE CITY'S WETLAND PARK PROJECT; PROVIDING FOR THE SALE OF THE BOND; AND AUTHORIZING OTHER NECESSARY ACTION

WHEREAS, the City of Wilmington (the "City") has included in its fiscal year 2014, 2016, and 2018 Capital Budgets and determined to undertake the Wetland Park Project (the "Project") in order to: (i) replace a combined sewer system in the City's Southbridge area with separate sanitary sewer and stormwater collection and conveyance systems; (ii) restore and revitalize wetlands and improve environmental conditions; (iii) provide an area to redirect flood waters and separated stormwater; and (iv) create a passive park open space destination for the community and an environment conducive for economic development; and

WHEREAS, in order to finance the Project and pay certain administrative costs relating to the Project and the costs of issuing the 2018B Bond (as defined herein), the City has determined to issue its General Obligation Bond, Series of 2018B-WPCRF (the "2018B Bond"), in a principal amount not to exceed \$15,107,399; and

WHEREAS, the City has heretofore adopted the General Obligation Bond Ordinance, No. 83-019, Division 4 of Article VI of Chapter 2 of the Wilmington City Code (the "General Ordinance"), authorizing the City to issue general obligation bonds secured by a pledge of the City's full faith, credit and taxing power, for the purpose of, among other things, paying the costs of capital projects; and

WHEREAS, this Ordinance is a Supplemental Ordinance adopted pursuant to the General Ordinance and provides for the issuance and sale of the Bonds.

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Defined Terms. Terms used in this Ordinance and not otherwise defined shall have the meaning specified in the General Ordinance.

#4556

Sponsor:

Council
Member
Guy

SECTION 2. Authorization of the 2018B Bond. The City hereby authorizes the issuance of its General Obligation Bond, Series of 2018B-WPCRF, or such other series designation as the Bond Committee (defined herein) shall determine, in a principal amount not to exceed \$15,107,399 as supplemented by this Ordinance and the Bond Committee Resolution (as defined herein) for the purpose of financing the Project. The Bond shall be sold to the Delaware Water Pollution Control Revolving Fund.

The 2018B Bond shall be in such principal amount (not exceeding \$15,107,399), shall bear such rate or rates of interest, shall mature in such principal amounts and on such dates, shall be subject to redemption, shall be sold at such price and in such manner, and shall be in such form and contain or be subject to such other terms and conditions, as shall be determined by the City of Wilmington Bond Committee (the "Bond Committee") pursuant to a resolution of said committee (the "Bond Committee Resolution").

SECTION 3. Execution of the 2018B Bond. The 2018B Bond shall be executed by the manual or facsimile signatures of the Mayor, the City Treasurer and the City Auditor, and by the manual or facsimile impression of the City seal, both attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk. The 2018B Bond in definitive form may be printed, typewritten or lithographed without steel engraved borders.

SECTION 4. Security for the 2018B Bond. The full faith, credit and taxing power of the City is hereby pledged to the prompt payment of the principal of, premium if any, and the interest on the 2018B Bond. The 2018B Bond shall be the direct and unlimited obligation of the City, and unless paid from other sources, the City shall levy *ad valorem* taxes upon all taxable property in the City for the payment of the 2018B Bond subject to the limitation contained in applicable law.

SECTION 5. Further Action. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such documents, publish all notices and otherwise carry out the intent of the General Ordinance and this Ordinance in the name of and on behalf of the City.

SECTION 6. Inconsistent Provisions. In the event that any provision of the 2018B Bond, or any term or condition contained in any agreement relating to the 2018B Bond, shall be inconsistent with any of the provisions of the General Ordinance or this Ordinance, the 2018B Bond and such agreement shall be controlling with respect to the 2018B Bond and such agreement.

SECTION 7. Relation to General Ordinance. This Ordinance is supplemental to the General Ordinance and all sections of the General Ordinance, except as modified herein in accordance therewith, are applicable to the 2018B Bond authorized hereunder.

SECTION 8. Effective Date. This Ordinance shall become effective upon its passage by Council and approval by the Mayor.

First Reading June 21, 2018
Second Reading June 21, 2018
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2018

Mayor

SYNOPSIS: This Ordinance authorizes the issuance of the City's General Obligation Bond Series of 2018B-WPCRF, in an amount not to exceed \$15,107,399 (the "2018B Bond"). The 2018B Bond which will be sold to the Delaware Water Pollution Control Revolving Fund in order to finance capital projects of the City, specifically, the Wetland Park Project.

FISCAL IMPACT: Notable impact is on the City's debt service expenditure which is subject to the operating budget for such fiscal year, that is a product of the interest rate specified and the outstanding balance on the loan on such dates as set forth in the financing agreement. Debt service related to the City's enterprise funds are not subject to the statutory limit. Full accrual schedule will be set at project completion at which time, principal and interest of the bonds payable will amortize over the remaining term to maturity to achieve level debt service. Although principal payments are not expensed, there is fiscal impact on the City's cashflow from financing activities, subject to review by the City Treasurer.

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BOND, SERIES OF 2018C-WPCRF IN ORDER TO PROVIDE THE FUNDS NECESSARY FOR THE CITY'S SEWER SEPARATION PROJECTS & FLOW MONITORING; PROVIDING FOR THE SALE OF THE BOND; AND AUTHORIZING OTHER NECESSARY ACTION

#4557

Sponsor:

Council
Member
Guy

WHEREAS, the City of Wilmington (the "City") has included in its fiscal year 2016 Capital Budget the Sewer Separation Projects & Flow Monitoring in order to perform the partial separation of combined sewers in the Interceptor A Basin, combined sewer overflow 26 drainage area and at 14th & Orange Streets, and additional ongoing flow monitoring and mitigation efforts to reduce overflow events (collectively, the "Project"); and

WHEREAS, in 2016, the City completed the Kentmere & Union Combined Sewer Overflow Mitigation Project which reduced the frequency of overflows at the combined sewer overflow structure; and

WHEREAS, the City has determined to undertake the Shallcross Avenue Sewer Separation Project as a second phase of the Project ("Phase II of the Project") in order to further minimize the overflows at a combined sewer overflow structure located near the City's intersection of Union Street and Kentmere Parkway; and

WHEREAS, in order to finance this Phase II of the Project and pay certain administrative costs relating to Phase II of the Project and the costs of issuing the 2018C Bond (as defined herein), the City has determined to issue its General Obligation Bond, Series of 2018C-WPCRF (the "2018C Bond"), in a principal amount not to exceed \$1,206,460; and

WHEREAS, the City has heretofore adopted the General Obligation Bond Ordinance, No. 83-019, Division 4 of Article VI of Chapter 2 of the Wilmington City Code (the "General Ordinance"), authorizing the City to issue general obligation bonds secured by a pledge of the City's full faith, credit and taxing power, for the purpose of, among other things, paying the costs of capital projects; and

WHEREAS, this Ordinance is a Supplemental Ordinance adopted pursuant to the General Ordinance and provides for the issuance and sale of the 2018C Bond.

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Defined Terms. Terms used in this Ordinance and not otherwise defined shall have the meaning specified in the General Ordinance.

SECTION 2. Authorization of the 2018C Bond. The City hereby authorizes the issuance of its General Obligation Bond, Series of 2018C-WPCRF, or such other series designation as the Bond Committee (defined herein) shall determine, in a principal amount not to exceed \$1,206,460 as supplemented by this Ordinance and the Bond Committee Resolution (as defined herein) for the purpose of financing Phase II of the Project. The 2018C Bond shall be sold to the Delaware Water Pollution Control Revolving Fund.

The 2018C Bond shall be in such principal amount (not exceeding \$1,206,460), shall bear such rate or rates of interest, shall mature in such principal amounts and on such dates, shall be subject to redemption, shall be sold at such price and in such manner, and shall be in such form and contain or be subject to such other terms and conditions, as shall be determined by the City of Wilmington Bond Committee (the "Bond Committee") pursuant to a resolution of said committee (the "Bond Committee Resolution").

SECTION 3. Execution of the 2018C Bond. The 2018C Bond shall be executed by the manual or facsimile signatures of the Mayor, the City Treasurer and the City Auditor, and by the manual or facsimile impression of the City seal, both attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk. The 2018C Bond in definitive form may be printed, typewritten or lithographed without steel engraved borders.

SECTION 4. Security for the 2018C Bond. The full faith, credit and taxing power of the City is hereby pledged to the prompt payment of the principal of, premium if any, and the interest on the 2018C Bond. The 2018C Bond shall be the direct and unlimited obligation of the City, and unless paid from other sources, the City shall levy *ad valorem* taxes upon all taxable property in the City for the payment of the 2018C Bond subject to the limitation contained in applicable law.

SECTION 5. Further Action. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such documents, publish all notices and otherwise carry out the intent of the General Ordinance and this Ordinance in the name of and on behalf of the City.

SECTION 6. Inconsistent Provisions. In the event that any provision of the 2018C Bond, or any term or condition contained in any agreement relating to the 2018C Bond, shall be inconsistent with any of the provisions of the General Ordinance or this Ordinance, the 2018C Bond and such agreement shall be controlling with respect to the 2018C Bond and such agreement.

SECTION 7. Relation to General Ordinance. This Ordinance is supplemental to the General Ordinance and all sections of the General Ordinance, except as modified herein in accordance therewith, are applicable to the 2018C Bond authorized hereunder.

SECTION 8. Effective Date. This Ordinance shall become effective upon its passage by Council and approval by the Mayor.

First Reading..... June 21, 2018
Second Reading..... June 21, 2018
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this _____ day of _____, 2018

Mayor

SYNOPSIS: This Ordinance authorizes the issuance of the City's General Obligation Bond, Series of 2018C-WPCRF, in an amount not to exceed \$1,206,460 (the "2018C Bond"). The bonds which will be sold to the Delaware Water Pollution Control Revolving Fund in order to: finance capital projects of the City, specifically, the Sewer Separation Projects and Flow Monitoring.

FISCAL IMPACT: Notable impact is on the City's debt service expenditure which is subject to the operating budget for such fiscal year, that is a product of the interest rate specified and the outstanding balance on the loan on such dates as set forth in the financing agreement. Debt service related to the City's enterprise funds are not subject to the statutory limit. Full accrual schedule will be set at project completion at which time, principal and interest of the bonds payable will amortize over the remaining term to maturity to achieve level debt service. Although principal payments are not expensed, there is fiscal impact on the City's cashflow from financing activities, subject to review by the City Treasurer.

AN ORDINANCE TO AUTHORIZE AND APPROVE A VOLUME LICENSING AGREEMENT BETWEEN THE CITY OF WILMINGTON AND MICROSOFT CORPORATION FOR MICROSOFT COMPUTER SOFTWARE

#4567

Sponsor:

Council
Member
Freel

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for a period of more than one year if approved by the Wilmington City Council by ordinance; and

WHEREAS, the City desires to enter into a Volume Licensing Agreement (the "Agreement") with Microsoft Corporation to license Microsoft computer software for the City's desktop computers, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the City will purchase the Microsoft software licenses through SHI International Corp., Microsoft's sales representative, at the same governmental pricing rates as the State of Delaware; and

WHEREAS, the term of the Agreement is for a period of three (3) years beginning upon the execution thereof, at an estimated price of Three Hundred One Thousand Nine Hundred Eighty One Dollars and Seventy Four Cents (\$301,981.74) per year for a total estimated price of Nine Hundred Five Thousand Nine Hundred Forty-Five Dollars and Twenty-Two Cents (\$905,945.22), with the possibility of one (1) extension of three (3) years thereafter, at the option of the City, subject to budget appropriations; and

WHEREAS, it is the recommendation of the Division of Integrated Technologies, Office of the Mayor, that the City enter into the Agreement with Microsoft Corporation for the above-described software licenses.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Volume Licensing Agreement between the City and Microsoft Corporation to purchase Microsoft computer software licenses for the City's desktop computers, a copy of which, in substantial form, is attached hereto as Exhibit "A", for the term of three (3) years beginning upon the execution thereof, at an estimated price of Three Hundred One Thousand Nine Hundred Eighty One Dollars and Seventy Four Cents (\$301,981.74) per year for a total estimated price of Nine Hundred Five Thousand Nine Hundred Forty-Five Dollars and Twenty-Two Cents (\$905,945.22), with the possibility of one (1) extension of three (3) years thereafter, at the option of the City, is hereby approved, and the Mayor, or his designee, and the City Clerk are hereby authorized and directed to execute as many copies of the Agreement, as well as perform all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading August 30, 2018
Second Reading August 30, 2018
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2018.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of a Volume Licensing Agreement with Microsoft Corporation to purchase Microsoft computer software licenses for the City's desktop computers for the period of three (3) years at an estimated price of Three Hundred One Thousand Nine Hundred Eighty One Dollars and Seventy Four Cents (\$301,981.74) per year for a total estimated price of Nine Hundred Five Thousand Nine Hundred Forty-Five Dollars and Twenty-Two Cents (\$905,945.22), with the possibility of one (1) extension of three (3) years thereafter, at the option of the City.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of three (3) years at an estimated price of Three Hundred One Thousand Nine Hundred Eighty One Dollars and Seventy Four Cents (\$301,981.74) per year for a total estimated price of Nine Hundred Five Thousand Nine Hundred Forty-Five Dollars and Twenty-Two Cents (\$905,945.22), with the possibility of one (1) extension of three (3) years thereafter, at the option of the City.

W0101571

EXHIBIT A

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

48838349

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

5121873

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

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

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

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

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

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

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

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

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

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

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

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

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

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

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

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

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-

year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

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

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

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

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

2. Contact information.

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

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Wilmington, Delaware

Contact name* First Demond **Last** May

Contact email address* dmay@wilmingtonde.gov

Street address* 800 French Street

City* Wilmington

State/Province* DE

Postal code* 19801-3590-

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

Country* United States

Phone* 302-576-2587

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible

Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Demond Last May

Contact email address* dmay@wilmingtonde.gov

Street address* 800 French Street

City* Wilmington

State/Province* DE

Postal code* 19801-3590-

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

Country* United States

Phone* 302-576-2587

Language preference. Choose the language for notices. English

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

** indicates required fields*

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

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Demond Last May

Contact email address* dmay@wilmingtonde.gov

Phone* 302-576-2587

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

** indicates required fields*

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

Reseller company name* SHI International Corp.

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

City* Somerset

State/Province* NJ

Postal code* 08873

Country* United States

Contact name* Caitlyn Matchick

Phone* 888-764-8888

Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

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

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

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

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Wilmington, Delaware

Contract that this form is attached to: State Local Government

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	5121873	X	X

Proposal ID

0759430.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	1,025	1,025	1.0	No	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Core CAL	
Core CAL Bridge for Office 365 From SA	1,025
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security GOV	545
O365 Plans	
O365 GCC E3	1,025

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1025	1025	545	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Program Signature Form

MBA/MBSA number

272757

Agreement number

01E73999

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

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

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

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Product Selection Form	0759430.004_PSF
Enterprise Amendment	M97(NEW)

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

Customer
Name of Entity (must be legal entity name)* City of Wilmington, Delaware Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____ Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date _____ <small>(date Microsoft Affiliate countersigns)</small> Agreement Effective Date _____ <small>(may be different than Microsoft's signature date)</small>

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

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

** indicates required field*

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

** indicates required field*

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

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

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

Amendment to Contract Documents

Enrollment Number

272757

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)

Invoice for Quoted Price

Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(May2018)(IU).docx		M97	PLSS
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Pricing Proposal

Quotation #: 15661644

Reference #: Year 3 - Microsoft Renewal

Created On: 7/18/2018

Valid Until: 7/31/2018

DE-City of Wilmington

Demond May

800 French St.
5th Fl-Louis L. Redding
Wilmington, DE 19801
United States
Phone:
Fax:
Email: dmay@wilmingtonde.gov

Inside Account Manager

Olivia Ciesla

290 Davidson Ave.
Somerset, NJ 08873
Phone: 7326526361
Fax:
Email: Olivia_Ciesla@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CISSteDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: GSS16642-SOFTWAREVAR Coverage Term: 8/1/2018 – 7/31/2019	64	\$164.57	\$10,532.48
2 CISStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GA-00313 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: GSS16642-SOFTWAREVAR Coverage Term: 8/1/2018 – 7/31/2019	48	\$33.92	\$1,628.16
3 CoreCALBridge0365FromSA ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12416 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: GSS16642-SOFTWAREVAR Coverage Term: 8/1/2018 – 7/31/2019	1025	\$15.64	\$16,031.00
4 EntMobandSecE3GCC Shared Alng MonthlySub Addon ToUsrCrCAL Microsoft - Part#: AAA-12523 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: GSS16642-SOFTWAREVAR Coverage Term: 8/1/2018 – 7/31/2019	545	\$57.02	\$31,075.90
5 O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3GU-00001 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: GSS16642-SOFTWAREVAR Coverage Term: 8/1/2018 – 7/31/2019	700	\$17.44	\$12,208.00
6 O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894	1025	\$198.38	\$203,339.50

Contract Name: NASPO ValuePoint - Software VAR
Contract #: ADSP016-130651
Subcontract #: GSS16642-SOFTWAREVAR
Coverage Term: 8/1/2018 – 7/31/2019

7	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: GSS16642-SOFTWAREVAR Coverage Term: 8/1/2018 – 7/31/2019	38	\$580.45	\$22,057.10
8	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: GSS16642-SOFTWAREVAR Coverage Term: 8/1/2018 – 7/31/2019	240	\$21.29	\$5,109.60
9	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: GSS16642-SOFTWAREVAR Coverage Term: 8/1/2018 – 7/31/2019	1	\$0.00	\$0.00
			Total	\$301,981.74

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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

Wilmington, Delaware
September 13, 2018

Sponsor:

**Council
Member
Harlee**

**Council
President
Shabazz**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Department of Public Works, applied for a grant in the amount of \$2,999,972.00 from the National Fish and Wildlife Foundation; and

WHEREAS, the proposed grant funds would be used support the South Wilmington Wetlands Restoration and Conservation Project including expenses for excavation, seeding, plantings, and topsoil; and

WHEREAS, a 100% match is required and the City intends to fund the match through a State Revolving Fund Loan; and

WHEREAS, the Council deems it necessary and proper to authorize the grant application, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Department of Public Works' grant application to the National Fish and Wildlife Foundation in the amount of \$2,999,972.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Commissioner of Public Works, or her designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,
September 13, 2018

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Department of Public Works' application for a grant from the National Fish and Wildlife foundation in the amount of \$2,999,972.00. The funds will be used to support the Wetlands Restoration and Conservation Project. A 100% match is required and the City intends to fund the match through a State Revolving Fund Loan.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact on the City, because no additional funds need to be budgeted as a match for this grant..