

Brown Enterprise Solutions

5935 Wilcox Place, Suite E Dublin, Ohio 43016

Office: 614.588.0248

October 15, 2024

Suzanna Gussler City of Columbus Purchasing Office 1111 E. Broad Street Columbus, OH 43205

Reference: Microsoft Enterprise Services Work Order - GVS0249-482601-619141

Dear Ms. Gussler,

Brown Enterprise Solutions is a multi-million dollar technology provider of hardware, software, services and solutions to the State of Ohio agencies as well as Ohio Universities and Colleges for more than 21 years with proven expertise and a reference list of satisfied clients. We take pride in our ability to deliver the right technology solutions to meet your business needs while providing the best service and value in the business. The partnerships we have developed with top technology leaders like Microsoft enables us to provide the best of breed technology and solutions to our clients at a most competitive price. We provide an environment of mutual trust with the highest level of integrity and customer service.

The primary contact for this RFQ is Doreen Needham, Sr. Account Executive. Ms. Needham has the authority to answer questions regarding this proposal. Ms. Needham's contact information is as follows: Email: dneedham@besolutions.org Phone: (614) 588-0248 Ext. 21

Brown Enterprise Solutions was established in 2002 and is an Ohio LLC with a Federal Tax ID # 90-0353698; D-U-NS number 111417676, and with a principal place of business being 5935 Wilcox Place, Suite E, Dublin, Ohio 43016.

Brown Enterprise Solutions is State of Ohio MBE, City of Columbus MBE-010668 and EDGE certified.

Regards,

George Brown President/CEO



Brown Enterprise Solutions

5935 Wilcox Place Suite-E Dublin, OH 43016 p. (614) 588-0248 f. (614) 588-0272 www.besolutions.org

Quotation

Quote #	46345	
Terms	NET 30	
	Richard Wagner	
Contact	riwagner@columbus.gov	
	(614) 645-2816	
Quote Date	10/15/2024	
Expires	11/14/2024	

Sales Rep: Doreen Needham dneedham@besolutions.org p. 614-588-0248

Customer

City of Columbus Technology Dept. Richard Wagner Fiscal Office PO Box 2949 Columbus, Ohio 43216 **UNITED STATES** (614) 645-5761 riwagner@columbus.gov

City of Columbus, Department of Technology Accounts Payable Fiscal Office PO Box 2949 Columbus, Ohio 43216 **UNITED STATES** (614) 645-5761 DOTInvoices@columbus.gov

Ship To

City of Columbus, Department of Technology Richard Wagner 1111 East Broad Street Suite 300 Columbus, Ohio 43216 **UNITED STATES** (614) 645-2816 riwagner@columbus.gov

Description	Customer PO	Contract	Ship Via
Microsoft Enterprise Services Work Order		Dell/Microsoft (LSP) Contract# 0A1252	UPS Ground

Item	Part #	Qty	Description	CLIN	Price	Extended Price
1 1	GVS0249-482601- 619141	1	Microsoft Enterprise Services Work Order Microsoft Enterprise Support Services will commence on 1/12/2025 (the "Support Commencement Date") and will expire on 1/11/2026 (the "Support Expiration Date"). Comments: See attached proposal from Microsoft for Microsoft Unified Enterprise Support Services to cover the period of 1/12/2025 to 1/11/2026.		\$347,960.00	\$347,960.00

Sub Total: \$347,960.00

Shipping and Handling: \$0.00 Tax Rate: (0.000000) \$0.00

> **Total** \$347,960.00

TAX ID: 90-0353698

Minority Owned Enterprise (MBE) Certification# MBE-0529 EXP Date 12/19/2024

IMPORTANT to NOTE: Pricing for the items above is reflective of quantities quoted. Any changes made to quantities or parts ordered could cause a change in pricing.

Quote #46345 Page 1 / 1

Doreen Needham

From: City of Columbus Vendor Services <auditoradmin@columbusauditor.org>

Sent: Saturday, February 3, 2024 7:04 AM

To: bescocbids

Subject: City of Columbus Vendor Services: Contract Compliance Certification CC-010668 Added

for Brown Enterprise Solutions, LLC



Dear Brown Enterprise Solutions, LLC (Vendor Number: 010668)

The Office of Diversity and inclusion (ODI) has **approved** your request to obtain a contract compliance number. Below is your contract compliance information:

Contract Compliance Number: CC-010668 Contract Compliance Effective Date: 02/02/2024 Contract Compliance Expiration Date: 02/02/2026

Prior to the expiration of your contract compliance number, you must complete the Contract Compliance Questionnaire and update your company's vendor profile on the City of Columbus Vendor Services website.

A 30-day notice for compliance renewal will be sent to your company's primary e-mail address. Please keep this email address updated to ensure timely communication from the Office of Diversity and Inclusion and the City of Columbus. Failure to complete the questionnaire will adversely impact your company's ability to submit bids on city projects and/or delay payment on existing contracts.

This contract compliance number must be used each time your company participates in the City's bidding process. Please update your compliance information should your company name, ownership, address or legal structure change. All updates can be made on the <u>City of Columbus Vendor Services</u> website.

Vendor Services

Please note the <u>Vendor Services User Guide</u> is available for your reference and includes detailed instructions for updating procurement categories associated with your account, bidding, updating your company profile including the primary email address and more.

Please direct questions about Vendor Services or purchasing with the City of Columbus to VendorServices@columbus.gov.

Thank you for your interest in doing business with the City of Columbus. If we can be of any further assistance, please contact us at (614) 645-4764 or DiversityCompliance@columbus.gov.

Sincerely,

City of Columbus Office of Diversity and Inclusion
About Office of Diversity and Inclusion:
https://www.columbus.gov/Office-of-Diversity-and-Inclusion-(ODI)/

Phone: 614-645-4764

City of Columbus Vendor Services Email: vendorservices@columbus.gov

Phone: 614-645-8315

To <u>unsubscribe</u> reply unsubscribe to <u>auditoradmin@columbusauditor.org</u>.

Note, this will remove you from receiving further notifications from Columbus Vendor Services.

Doreen Needham

Subject:

FW: Columbus: Minority Business Enterprise (MBE) Certification Program Approval Notice

From: City of Columbus <columbus@diversitycompliance.com>

Sent: Thursday, December 07, 2023 4:45 PM **To:** George Brown spray: object; obje

Subject: Columbus: Minority Business Enterprise (MBE) Certification Program Approval Notice



December 7, 2023

George Brown
Brown Enterprise Solutions LLC DBA Brown Enterprise Solutions
5935 Wilcox PL.,
Suite E
Dublin, OH 43016

Subject: City of Columbus Minority Business Enterprise (MBE) Certification Program Approval Notice

Certification Number: MBE-010668

Effective Dates: December 7, 2023 through December 7, 2025

Dear George Brown:

We are pleased to inform you that the City of Columbus, Office of Diversity and Inclusion has approved your application as a Certified Minority Business Enterprise (MBE). After careful review of the application and supporting documentation, it was determined that Brown Enterprise Solutions LLC DBA Brown Enterprise Solutions satisfactorily meets the requirements set forth in Title 39 of the Columbus City Code. This certificate is valid for two years from the effective start date and shall serve as the City's official certification document to this effect.

This document also acknowledges that Brown Enterprise Solutions LLC DBA Brown Enterprise Solutions has been categorized in the following procurement code(s):

NAICS 541511: CUSTOM COMPUTER PROGRAMMING SERVICES

NAICS 541512: COMPUTER SYSTEMS DESIGN SERVICES

As a condition of continued certification, you must submit a completed Recertification Application and Affidavit to confirm your continued eligibility for the City of Columbus diversity business certification program. Failure to do so, prior to your certification expiration date may result in the revocation of your certification status. Any changes in the business impacting ownership, location, managerial and/or operational control, and/or minority/women-owned

business status, must be reported to the City of Columbus Office of Diversity and Inclusion immediately. It is important to make our office aware of other changes in your business as well, such as company's name, business address, telephone numbers, e-mails, websites, and basic contact and commercial activity information, as soon as possible.

Your firm's participation on City of Columbus contracts will contribute to our annual Diversity Utilization Reports and further enhances our goal of creating equity in city contracting. We encourage you to share your certification status with those business with whom you may be looking to team or subcontract. Additionally, we hope that you will take full advantage of the opportunities to learn, connect, and grow with the City of Columbus.

We are excited to partner with you in fulfilling your dreams of entrepreneurship. If you need further assistance or have any questions about the City's diversity business certification programs, its objectives or its operation, please contact the Office of Diversity and Inclusion at 614-645-4764.

Sincerely,

Jason Jenkins

Chief Diversity Officer

This message was sent to: gbrown@besolutions.org

Sent on: 12/7/2023 3:45:02 PM System ReferenceID: 213711895



Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

Work Order Number

GVS0249-482601-619141

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Business and Services Agreement reference U7334408, effective as of 6/14/2018 (the "Agreement"), the provisions of the Support and Consulting Services Description applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer **Microsoft Affiliate** Name of Customer (please print) Name Reseller Brown Enterprise Solutions LLC Microsoft Corporation Signature Signature Name of person signing (please print) Name of person signing (please print) George Brown Title of person signing (please print) Title of person signing (please print) President/CEO Signature date Signature date(effective date) 10/15/2024

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Customer invoice information				
Name of Customer / Reseller		Contact Name (Receives invoices under this Work Order)		
Brown Enterprise Solutions LLC		Sally Hunter		
Street Address		Contact E-M	Contact E-Mail Address	
5935 Wilcox Place, Suite E		" ar-ap@besolutions.org		
City	State/Province		Phone	
Dublin	OH		614-588-0248	
Country	Postal Code		Fax	
USA	43016		614-588-0272	

1. Support Services and Fees.

1.1.**Term.**

Microsoft Enterprise Support Services will commence on 1/12/2025 (the "Support Commencement Date") and will expire on 1/11/2026 (the "Support Expiration Date").

2. **Description of Services.**

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location

· ·	bus - Unified Enterprise Support-2025-26 USA - SL0 2025 - 1/11/2026	G - Enterprise
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed Advisory Services	
Included	Enterprise Azure Problem Resolution Hours As- Problem Resolution	
needed Support		

Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and	On-Demand Assessment
	Config Service As-needed	Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution
		Support
Included	Enterprise Reactive Support Management	Service Delivery
		Management
Included	Enterprise Service Delivery Management	Service Delivery
		Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution
		Support

City of Columbus - Unified Enterprise Support Add On-2025-26 USA - SLG - Enterprise East 1/12/2025 - 1/11/2026			
Quantity	Service	Service Type	
Included	Service Delivery Management Extended	Service Delivery	
		Management	
525 ea	Proactive Credits	Proactive Credits	
8 ea	Onsite Visit	Onsite Support	

City of Colum 1/11/2026	bus STA Modern Work-2025-26 USA - SLG	G - Enterprise East 1/12/2025 -
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery
		Management
125 hr	Support Technology Advisor	Designated Support
		Engineering

City of Colum 1/11/2026	bus STA Security-2025-26 USA - SLG - Enterprise I	East 1/12/2025 -
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery
		Management
125 hr	Support Technology Advisor	Designated Support
		Engineering

2.1. **Support Services Fees.**

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
City of Columbus - Unified Enterprise Support-2025-26	1/12/2025	224,789.66
City of Columbus - Unified Enterprise Support Add On- 2025-26	1/12/2025	73,020.00
City of Columbus STA Modern Work-2025-26	1/12/2025	47,925.00
City of Columbus STA Security-2025-26	1/12/2025	47,925.00
Subtotal	393,659.66	
Flex Allowance	(50,000.00)	
Total Fees (excluding taxes)	343,659.66	

Billing Schedule	Billing Date	Fee USD
Total Fees (excluding taxes)		0.00

2.2. **Support for Microsoft Products**

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

2.3. Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator		
Richard Wagner.		
Street Address Contact E-Mail Address		
1111 East Broad Street, Suite 300 RIWagner@columbus.gov		

EnterpriseServicesWorkOrder-PubSec-MUS-v2.0(US)(ENG)(Sep2018)

City	State/Province	Phone	
Columbus	Ohio	614-645-2816	
Country	Postal Code	Fax	
United States	43205		

3. Use, ownership, rights, and restrictions.

3.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (http://www.microsoft.com/licensing/contracts or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

3.2. **Fixes.**

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

3.3. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

EnterpriseServicesWorkOrder-PubSec-MUS-v2.0(US)(ENG)(Sep2018)

3.4. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

3.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

3.6. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

3.7. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

4. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at https://aka.ms/ProfessionalServicesDPA is incorporated herein by this reference.

5. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Travis Torsak	
Phone	Contact E-Mail Address
	travistorsak@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
CITY OF COLUMBUS	Enterprise 6	7733691
CITY OF COLUMBUS-5363323-	Enterprise 6	7700465
FRANKLINCOUNTYMUNICOURT.ONMICROSOFT.COM		
CITY OF COLUMBUS	Enterprise 6	5363323
CITY OF COLUMBUS	MPSA	4100138482
CITY OF COLUMBUS-5363323-	Enterprise 6	6329183
FRANKLINCOUNTYMUNICOURT.ONMICROSOFT.COM		