



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 26, 2018

Department: Information Technology Agenda Planning Date: Sept 20, 2018 Time required: 10 min.

Audio/Visual aids N/A

Contact: Scott Emry Phone: 503-584-7744

Department Head Signature:

TITLE Consider approval of a purchase order agreement with SHI International Corp. for Microsoft user licenses over a three year term.

Issue, Description & Background Marion County uses the Microsoft Windows operating system for the fleet of computers which totals more than 2,000 units. SHI International Corp. is a software value added reseller who is authorized to sell Microsoft licenses through a state price agreement with the State of Oregon. As a member of the Oregon Cooperative Procurement Program (ORCPP), Marion County is able to use this state price to purchase the needed licenses.

Financial Impacts: This purchase order has a total value of \$298,336.50. Annual costs will be \$99,445.50 per year.

Impacts to Department & External Agencies Every County department is impacted by this procurement.

Options for Consideration: 1) Approve Purchase Order 871295 with SHI International Corp. 2) Withhold approval of Purchase Order 871295 with SHI International Corp.

Recommendation: IT Department staff recommends approval of Purchase Order 871295

List of attachments: Purchase Order 871295

Presenter: Scott Emry, IT Director

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:



# Contract Review Sheet

Contract #: PO 871295

Person Sending: Cynthia Klein

Department: Information Technology

Contact Phone #: 503-584-7796

Date Sent: Monday, September 17, 2018

Contract    Amendment# \_\_\_\_    Lease    IGA    MOU    Grant (attach approved grant award transmittal form)

Title: Purchase of Microsoft Licenses

Contractor's Name: SHI International Corp.

Term - Date From: Sep 1, 2018

Expires: Aug 31, 2021

Contract Total: \$298,336.50

Amendment Amount: \_\_\_\_\_

New Contract Total: \$298,336.50

Source Selection Method: Cooperative Procurement (attach number) # SPA 6454

### Additional Considerations (check all that apply)

- Board Order# \_\_\_\_\_
- Incoming Funds
- Independent Contractor (LECS) approval date: \_\_\_\_\_
- Insurance Waiver (attach)
- CIP# \_\_\_\_\_ (required for all goods /software greater than \$5,000)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

### Description of Services or Grant Award:

**SHI International Corp holds a state price agreement with the state of Oregon which allows them to act as a reseller for Microsoft product licenses.**

**Marion County intends to purchase at least 1,650 Microsoft user licenses over three years ending August 31, 2021. The annual cost will be \$99,445.50 for a total three year cost of \$298,336.50.**

### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### REQUIRED APPROVALS:

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_

Risk Manager \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

To be filed

Added to master list

Returned to \_\_\_\_\_ Department for \_\_\_\_\_ signatures

**Award Summary****Price Agreement****IT SVAR (IT Software Value Added Reseller)**

(Prod)

**Supplier Address**

SHI International Corp.  
33 Knightsbridge Rd  
Piscataway, New Jersey  
08854

**Contact** Brandon Barkley  
**Phone** 1 (503) 510-4813  
**Fax**  
**Email** brandon\_barkley@shi.com

**Contract #****6454**

Amendment # 2

Revision # 2

**Revision Date**

07/09/2018

**Opportunity #**

DASPS-2179-16

**Contract Start Date**

10/10/2016

**Expiration Date**

04/07/2019

**Supplier Number**

56331

All dates are mm/dd/yyyy

Attachments Exist

Amendment/Revision Comments Exist

Secondary Suppliers Do Not Exist

User Comments Do Not Exist

**Contract Administrator**

DAS Procurement Services  
1225 Ferry Street SE  
Salem, Oregon  
97301

**Receiving Address**

See purchase order

**Contract Filed At**

DAS PS

**Contact** Debbie Davis**Phone** 1 (503) 378-5345**Fax****Email** debbie.m.davis@oregon.gov**Header Comments**

[Buyer's Guide](#)

[Software License Agreements](#)

[Vendor Feedback Form](#)

**Delivery Requirements**

see PA

**Payment Terms**

Net 45

**FOB**

(Not Applicable)

Item #	Description	Unit Cost
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	Quantity / Unit		
1	1 EACH	Commodity No. 208-11 IT Software Value Added Reseller (IT SVAR)	\$1.00
<b>Mandatory or Convenience</b> Mandatory <b>Minimum Order</b> n/a <b>Return Policy</b> see PA <b>Warranty</b> see PA <b>Best Value Analysis</b>  <b>Freight / Surcharge</b>  <b>Renewal Option</b>		<b>Current Amendment Value</b> \$0.00  <b>Previous Contract Value</b> \$1.00  <b>Current Amended Value</b> \$1.00	

**Trailer Comments**

ADOBE, CITRIX, MICROSOFT, NOVELL, SYMANTEC, VMWARE, AI SQUARED, AIRWATCH MOBILE DEVICE, MANAGEMENT VMWARE, ALLIANCE ENTERPRISES, APPLE, ATTACHMATE - MICROFOCUS, AUTODESK, AUTONOMY - HP, BAKBONE - DELL, BARRACUDA, BOMGAR REMOTE SOFTWARE, CA TECHNOLOGIES, CISCO, COMPUTRONIX USA, COMPUWARE, COREL, DOUBLETAKE, EMC, ENCHOICE, ESET, ESRI, FREEDOM SCIENTIFIC, GUARDIAN EDGE - SYMANTEC, GW MICRO, IBM, ICM CONVERSIONS, INFOR, INTERMEDIUM SYSTEMS, HUMANWARE, INFORMATION BUILDERS, KRONOS SOFTWARE, LANDESK, LASERFISCHE, LIQUIDWARE STATUSPHERE, MICROFOCUS INC, MINJET, MPS , MQSOFTWARE - BMC SOFTWARE, NCIRCLE, NETOP, NUANCE, ORACLE, OSAM, PASSPORT, PATCHLINK, PROOFPOINT, RSA SECURITY, REFERENCIA SYSTEMS, SAP AMERICA, SAS, SOLUTIONS SOFTWARE, SOPHOS, SPLUNK SOFTWARE, STASEEKER NETWORK INFRASTRUCTURE MONITORING, STELLENT - ORACLE, SUNGUARD, SYBASE, TECHSMITH, TREND MICRO, TRUSTWARE, ULTRABAC, WEBSense

**CONTROL NUMBER:** 2003655**Master File:** ORPIN-81104-15



**MARION COUNTY  
FINANCE DEPARTMENT**

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

SHI INTERNATIONAL CORP  
PO BOX 952121  
DALLAS, TX 75395-2121 United States

Purchase Order		
Purchase Order No	Revision	Page
871295	0	1
<b>Ship To:</b>		
MARION COUNTY INFORMATION TECHNOLOGY 555 Court St Ne Ste 4130  Salem, OR 97301 United States		
<b>Bill To:</b>		
MARION COUNTY INFORMATION TECHNOLOGY P O Box 14500  Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 560817	Order Date / Buyer 17-SEP-18 C Klein	Revised Date / Buyer C Klein
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ( )	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	Purchase Agreement Effective From: 01-SEP-18 To: 31-AUG-21  THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT #6454. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S & C'S, EXPRESS OR IMPLIED.  DEPARTMENT CONTACT NAME: CYNTHIA KLEIN PHONE NUMBER: 503-584-7796				Amount Agreed:	\$298,336.50
<b>Total</b>						\$298,336.50

**INSTRUCTIONS TO VENDOR**

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

**Note : Please notify department contact (above) for all inquiries regarding this Purchase Order**

Authorized By: \_\_\_\_\_

*Camber Schlegel*

**MARION COUNTY PURCHASING**  
NOT VALID Unless Signed By Purchasing

## MARION COUNTY TERMS AND CONDITIONS

**1. INSPECTIONS:** County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**2. DELIVERY:** Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

**3. PAYMENT:** County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

**4. COUNTY PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

**5. WARRANTIES:** Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

**6. TERMINATION OF PO:** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

**7. INDEMNIFICATION.** The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

**8. GOVERNING LAW, VENUE:** This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

**9. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

**10. SUBCONTRACTING/NONASSIGNMENT.** No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD.** The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

**12. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

**13. WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

**14. SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

**15. MATERIAL SAFETY DATA SHEET:** Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

**16. AMENDMENTS:** All amendments to this PO must be in writing, signed by County.

**17. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

**18. WAIVER:** Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

**19. TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

PURCAHSE ORDER AGREEMENT 871295  
SHI INTERNATIONAL CORP. and MARION COUNTY  
SIGNATURE PAGE

**MARION COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marion County Legal Counsel Date

\_\_\_\_\_  
Marion County Contracts & Procurement Date

\*\*\*IT Director approval on attached documents.

**AMENDMENT # 1 to  
PARTICIPATING ADDENDUM# 6454**

**I.** This is Amendment No. 1 to Participating Addendum #6454 (as amended from time to time, the "Participating Addendum") dated 10/10/16 between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services, hereafter called "DAS PS" or "State" and SHI International Corp., hereafter called "IT SVAR". This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law.

**II.** The Participating Addendum is hereby amended as follows:

a. Section 1.1 of the Participating Addendum is hereby deleted and replaced with the following:

**1.1** This Addendum is intended for the acquisition of COTS software, and the specific cloud or software as a service products specified in Section 1.2 of this Addendum, and is not intended for implementation of systems or custom built solutions.

b. Section 1.2 of the Participating Addendum is hereby deleted and replaced with the following:

**1.2** Except for the products specified below, this Addendum is not intended for the acquisition of Cloud software or services, and Authorized Purchaser may not acquire any Cloud software or services under this Addendum other than those specified below. To the extent any other particular Good includes a Cloud component, the Good must be capable of prohibiting use of the Cloud functions. The Cloud products and services available under this Addendum are as follows:

- Microsoft cloud services and hybrid on/off premises software and services, including without limitation: Office 365 Pro-plus, OneDrive for Business, Exchange Online, Skype for Business, SharePoint Online, with Exchange Online Archiving, Exchange Online Protection, Advanced Threat Protection, Enterprise Mobility and Security, Secure Productive Enterprise, Yammer, Intune, Power BI, Dynamics 365, and Azure premium products.
- Adobe cloud services and hybrid on/off premises software and services, including without limitation: Creative Cloud applications (whether licensed as a suite or individually), Acrobat Pro DC, and Adobe Sign.
- Any future versions, replacements or additional services within the same service family, or that complement the products and services described above in this Section 1.2.

c. Section 4.3 of the Participating Addendum is hereby deleted in its entirety and replaced with the following:

**4.3 State of Oregon Contract Administrator:**

Name	Debbie Davis
Address	1225 Ferry Street SE, Salem, OR 97301
Telephone	(503) 378-5345
E-Mail	Debbie.m.davis@oregon.gov

**III.** Except as expressly amended above, all other terms and conditions of the Participating Addendum are still in full force and effect. IT SVAR certifies that the representations, warranties and certifications contained in the Participating Addendum are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of execution of the Participating Addendum.

By signature on this Amendment for IT SVAR, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of IT SVAR and that IT SVAR is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means



a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

**CONTRACTOR: SHI INTERNATIONAL CORP**

By: Natalie Castagno  
**Name:** Natalie Castagno **Title:** Director of Response Team **Date:** 6/23/17

**DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES:**

Approved By: Jenny Bechtel PS Manager 6/28/17  
**Name:** **Title:** **Date**

**APPROVED AS TO LEGAL SUFFICIENCY**

Approved By: Per email dated 6/28/17

# **PARTICIPATING ADDENDUM, PA 6454 (“ADDENDUM”)**

to the

## **STATE OF ARIZONA**

on behalf of the

### **MEMBER STATES OF THE NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM**

### **SOFTWARE VALUE ADDED RESELLER (SVAR) SERVICES**

MASTER AGREEMENT No. ADSP016-130651

with

SHI, Inc. (hereinafter “IT SVAR”)

Between IT SVAR

and

The State of Oregon, acting by and through the Department of Administrative Services,  
Procurement Services (hereinafter “Participating State”)

## **SECTION 1: SCOPE AND ORDER OF PRECEDENCE**

This Addendum covers the *Master Agreement for Software Value Added Reseller (SVAR) Services* led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state’s statutes to utilize state contracts with the prior approval of the state’s chief procurement official.

This Addendum establishes an agreement to agree between IT SVAR and Participating State pursuant to ORS 279B.140 for the acquisition of Commercial Off The Shelf Software (“COTS”) (collectively referred to as “Goods”) and limited services related to the Goods, including **only**: installation services, training and software maintenance (“Related Services”). The goods and services offered under the Master Agreement, as may be amended from time to time (the Master Agreement and amendment(s) to the Master Agreement are referred to herein as “Master Agreement”) may be procured under this Addendum subject to the following limitations and guidelines:

- 1.1** This Addendum is intended for the acquisition of COTS software, only, and is not intended for implementation of systems or custom built solutions.
- 1.2** This Addendum is not intended for the acquisition of Cloud software, and Authorized Purchaser may not acquire Cloud software under this Addendum. To the extent any

particular Good includes a Cloud component, the Good must be capable of prohibiting use of the Cloud functions.

**1.3 State Specific Terms and Conditions.** This Addendum contains additional terms and conditions specifically applicable to individual Contracts between IT SVAR and Purchasing Entities or Authorized Purchasers, as set forth in Exhibit A.

**1.4 Order of Precedence.** In the event of a conflict between the terms and conditions of this Addendum and the Master Agreement, the following order of precedence applies:

- this Addendum, less its exhibits;
- Exhibit A of the Addendum (State Specific Terms and Conditions);
- Exhibit C, insurance certificate;
- Exhibit B Sample Vendor Collected Administrative Fee (VCAF) Report;
- A Contract issued by an Authorized Purchaser pursuant to this Addendum; and
- the Master Agreement, including its attachments.

## SECTION 2: PARTICIPATION

Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

## SECTION 3: PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT

Attached hereto as Exhibit A are the State Specific Terms and Conditions. (These modifications or additions apply only to actions and relationships within the state of Oregon.)

## SECTION 4: PRIMARY CONTACTS

The primary contact individuals for this Addendum are as follows (or their named successors):

### 4.1 IT SVAR:

Name	Alison Turner
Address	290 Davidson Avenue
	Somerset, NJ 08873
Telephone	(425) 974-5997
E-mail	<a href="mailto:alison_turner@shi.com">alison_turner@shi.com</a>

#### 4.2 Lead State and Contract Administrator

Name	Charlotte Righetti
Address	100 North 15 <sup>th</sup> Ave, Suite 201
	Phoenix, AZ 85007
Telephone	(602) 542-9127
E-mail	<a href="mailto:charlotte.righetti@azdoa.gov">charlotte.righetti@azdoa.gov</a>

#### 4.3 State of Oregon Contract Administrator:

Name	Toby Giddings
Address	1225 Ferry Street SE, U140
	Salem, OR 97301
Telephone	(503) 378-5345
E-mail	<a href="mailto:toby.giddings@oregon.gov">toby.giddings@oregon.gov</a>

### SECTION 5: SUBCONTRACTORS

All IT SVAR dealers and resellers authorized in the State of Oregon, as shown on the IT SVAR's dedicated (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The IT SVAR's dealer's or reseller's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

### SECTION 6: NOT EXCLUSIVE

This Participating Addendum is not exclusive. Participating State is free to enter into contracts with other providers of the products and services.

However, the State of Oregon has elected to award a single Addendum resulting from the Arizona led NASPO ValuePoint RFP ADSPO16-00005829 to IT SVAR. IT SVAR shall serve as IT SVAR for the State of Oregon.

### SECTION 7: SELECTION AND ORDERING PROCESS

#### 7.1 SOFTWARE LICENSES

Prior to accepting a Purchase Order for any Goods, IT SVAR shall ensure either:

- An enterprise license agreement is in place between the State and the publisher that covers the applicable purchase, or
- A license agreement is in place between the Authorized Purchaser and the publisher that covers the applicable purchase.

If a license agreement or enterprise license agreement is not in place, IT SVAR shall assist the State or Authorized Purchaser to establish a license agreement or enterprise license agreement prior to the acceptance of a Purchase Order for software. For State Agency Authorized Purchasers, License Agreement(s) are subject to legal sufficiency review and approval.

## 7.2 APPROVAL AND SELECTION PROCESS

### 7.2.1 IT Review And Approval

Authorized Purchasers must obtain and document all required approvals prior to placing an order. Authorized Purchasers that are state entities under the authority of the Office of the State Chief Information Officer (“OSCIO”) must ensure all OSCIO requirements (e.g. IRR, Stage Gate, Cloud Workbook, etc.) are complete prior to any acquisition under IT SVAR price agreement.

### 7.2.2 Determine The Publisher/Product

Purchases over \$10,000 require either a documented brand name justification or the completion of a best value analysis (renewals, maintenance and support, or purchasing additional licenses of owned software does not require a brand name justification or a best value analysis).

**7.2.2.1 Brand Name Justification:** Complete a Brand Name Justification in accordance with applicable statutes and rules.

**7.2.2.2 Best Value Analysis:** Submit the minimum specifications of the Authorized Purchaser’s need to the IT SVAR requesting quote(s) for all available Goods options. IT SVAR shall deliver the quotes for all available options to Authorized Purchaser. Authorized Purchaser shall determine which Good offers the best value to Authorized Purchaser based on, but not limited to, a comparison of the following criteria:

- Price
- Availability
- Past performance
- Compatibility
- Other considerations

### 7.2.3 Determine License Needs

Ensure an acceptable License Agreement is in place prior to purchase. Check the DAS software license agreement site to see if one exists. If not, Authorized Purchaser may have the SVAR assist in establishing an acceptable License agreement prior to purchase. Work with DASPS if Authorized Purchaser feels that there needs to be a master license in place.

### 7.2.4 Issue Purchase Order

Submit the purchase order referencing the quote and using the following mandatory purchase order language.

THIS PURCHASE IS PLACED AGAINST THE STATE OF ARIZONA MASTER AGREEMENT NO. ADSP016-130651 THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. 6454 AND THEIR TERMS AND CONDITIONS APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

#### **7.2.5 DOCUMENT FILE**

Include in the Authorized Purchaser procurement file any applicable brand name justification, best value analysis, license agreement, or reference to existing license agreement.

#### **7.3 SMALL PURCHASES: Purchases under \$10,000**

Authorized Purchaser may select the manufacturer of its choice in compliance with applicable statute and rule.

### **SECTION 8: ORDERS**

Any Order placed by an Authorized Purchaser for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

### **SECTION 9: CERTIFICATIONS**

The undersigned certifies under penalty of perjury both individually and on behalf of IT SVAR that:

- The undersigned is a duly authorized representative of IT SVAR, has been authorized by IT SVAR to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of IT SVAR; and
- The undersigned is authorized to act on behalf of IT SVAR and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Effective Date of this Addendum, IT SVAR is not in violation of and has faithfully complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to IT SVAR, to IT SVAR's property, operations, receipts, or income, or to IT SVAR's performance of or compensation for any work performed by IT SVAR; (iii) any tax provisions imposed by a political subdivision of this state that applied to IT SVAR, or to goods, services, or property, whether tangible or intangible, provided by IT SVAR; and (iv)

any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; ; and

- To the best of the undersigned’s knowledge, IT SVAR has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts; and
- IT SVAR and IT SVAR’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and
- IT SVAR is bound by and will comply with all requirements, terms and conditions contained in this Addendum; and
- IT SVAR \_\_\_ is / \_\_\_ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one).

**SECTION 10: SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

**SHI International Corp.**

*Natalie Slowik*

\_\_\_\_\_  
Natalie Slowik, Senior Manager - Contracts & RFPS

10/10/16

\_\_\_\_\_  
Date

**Oregon Department of Administrative Services – Procurement Services**

*Toby Giddings*

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Toby Giddings, State Procurement Analyst

10/10/16

\_\_\_\_\_  
Date

**Oregon Department of Justice – Approved**

*approved via email dated*

\_\_\_\_\_  
Karen Johnson, Assistant Attorney General

10/7/16

\_\_\_\_\_  
Date



# Contract Amendment

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 402  
Phoenix, AZ 85007

Contract No.: ADSPO16-130651

PAGE  
1 OF 1

Amendment No.: One (1)

**CONTRACTOR:**  
SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873

**CONTACT:** Alison Turner  
**PHONE:** 425-974-5997  
**EMAIL:** [alison\\_turner@shi.com](mailto:alison_turner@shi.com)

**STATE AGENCY:**  
AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 402  
Phoenix, AZ 85007

**CONTACT:** Deepika Bajpayee  
**PHONE:** (602) 542-8991  
**EMAIL:** [deepika.bajpayee@azdoa.gov](mailto:deepika.bajpayee@azdoa.gov)

## Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2019.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

02/27/2018

Signature

Date

Cassie Skelton

Contracts Manager

Printed/Typed Name and Title

2/28/2018

Signature

Date

Stephen Nettles

Procurement Group Manager

Printed/Typed Name and Title



## EXHIBIT A

### Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements

The following terms and conditions are modifications to the Master Agreement terms and conditions. The terms and conditions in this Participating Addendum (“Addendum”) take precedence over any conflicting terms and conditions.

## SECTION 1: DEFINITIONS

### 1.1 DEFINITIONS

**Authorized Purchaser** means an agency of the state of Oregon or any ORCPP member that submits a Purchase Order to IT SVAR.

**Cloud** has the meaning established by the International Standards Organization (ISO) standard 17788:2014; and is defined as a paradigm for enabling network access to a scalable and elastic pool of shareable physical or virtual resources with self-service provisioning and administration on demand.

**Contract** means the agreement between Authorized Purchaser and IT SVAR formed by the Authorized Purchaser’s issuance of a Purchase Order that incorporates by reference the terms and conditions of the Master Agreement and this Addendum.

**COTS** means Commercial Off the Shelf Software, software sold in the commercial marketplace and made available to the general public, not requiring custom development or special modification or maintenance over its life cycle.

**DASPS** means the state of Oregon acting by and through the Department of Administrative Services, Procurement Services.

**Goods** means the COTS software available under this Addendum.

**IT SVAR:** The contractor awarded a Participating Addendum to provide services to Authorized Purchasers in Oregon as the IT Software Value Added Reseller.

**Master Agreement** means the state of Arizona Master Agreement # ADSP016-130651 between IT SVAR and the state of Arizona, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Authorized Purchasers of the goods and services described therein.

**Off Premise** means software or applications licensed by a user; installed and running on a server not at the user’s location, but owned or leased by the user; and implemented by the user not the provider.

**On Premise** means the software and data reside on Authorized Purchaser or state-owned equipment.

**ORCPP** The Oregon Cooperative Purchasing Program is a program of qualified agencies and organizations authorized to purchase the Goods and Services available under a Department Price Addendum.

**OSCIO** means the Office of the State Chief Information Officer.

**Perpetual** means software that is purchased once and is owned and can be used with no end date. Updates/upgrades must be purchased separately or through a maintenance and support agreement.

**Purchase Order** means the purchase order document submitted to IT SVAR by an Authorized Purchaser that incorporates this Addendum by reference and specifies the quantity and type of goods or services that IT SVAR will provide to the Authorized Purchaser under the terms of the Master Agreement and this Addendum.

**Participating State**, for the purposes of this Addendum, means the State of Oregon.

**Related Services** means only installation services, training, and software maintenance.

**Subscription** means software that is “leased” and can only be used as long as the subscription is paid. Typically new versions are pushed out to users as they come available. Usage stops when the payments stop.

## SECTION 2: ORDERS/PAYMENTS

### 2.1 PURCHASE ORDERS

**2.1.1 Purchase Orders:** Authorized Purchasers may use their own forms for Purchase Orders. State agencies may also use the general DASPS-approved Purchase Order referencing the Master Agreement Number. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Purchase Order must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF ARIZONA MASTER AGREEMENT NO. ADSPI16-130651 THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. 6454 AND THEIR TERMS AND CONDITIONS APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

**2.1.2 Effect of Purchase Orders:** The state of Oregon is only liable for purchases made by state of Oregon agencies that issue Purchase Orders. Other Authorized Purchasers are responsible for any purchases under Purchase Orders they issue. The state of Oregon expressly disclaims any liability for purchases made by non-state agency Authorized Purchasers or any other entity.

**2.1.3 Verification of Authorized Purchasers:** IT SVAR is responsible for verifying that it provides goods and services under this Addendum only to Authorized Purchasers. IT SVAR may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml> or by using the Oregon

Procurement Information Network (ORPIN) at  
<http://orpin.oregon.gov/open.dll/welcome>.

## 2.2 Payment Provisions

All payments are subject to ORS 293.462. Authorized Purchasers may make payments under this Addendum by check or credit card. Credit card payments shall only be allowed for orders up to \$5,000.

## 2.3 Funds available and authorized/non-appropriation

The state of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Purchase Order or Contract issued under this Addendum. IT SVAR is not entitled to receive payment under this Addendum or any Purchase Order or Contract from any part of Oregon state government other than Authorized Purchaser. Nothing in this Addendum or Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the state of Oregon. Authorized Purchaser represents that it has sufficient appropriations or limitation for the current biennium to make payments under any Purchase Order or Contract issued under this Addendum.

# SECTION 3: TERMS AND CONDITIONS

## 3.1 TERMS AND CONDITIONS APPLICABLE TO THE ADDENDUM

**3.1.1 CHOICE OF LAW:** The laws of the state of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

**3.1.2 DESIGNATION OF FORUM AND CONSENT TO JURISDICTION:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Addendum shall bring the legal action or proceeding in the Circuit Court of the state of Oregon for Marion County, provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. IT SVAR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the state of Oregon's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or consent to jurisdiction based thereon.

**3.1.3 NOTICES:** Except as otherwise expressly provided in this Addendum, any

communications between the parties, or notices to be given under this Addendum, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the contacts listed in Section 1.2 of the Addendum. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this section.

- 3.1.4 MERGER CLAUSE; AMENDMENT; WAIVER:** This Addendum, together with the attached exhibits, and the Master Agreement, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified in this Addendum on the subject matter. No amendment of this Addendum is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of DASPS or an Authorized Purchaser to enforce any provision of this Addendum is not a waiver by DASPS or the Authorized Purchaser of that or any other provision.
- 3.1.5 TIME IS OF THE ESSENCE:** Time is of the essence for performance of IT SVAR’s performance obligations under this Addendum.
- 3.1.6 INDEMNIFICATION:** IT SVAR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE DASPS, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION ( COLLECTIVELY, “CLAIM”) WHICH MAY BE BROUGHT OR MADE AGAINST DASPS, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF IT SVAR, ITS EMPLOYEES, AGENTS, RELATED TO THIS ADDENDUM, (II) ANY ACT OR OMISSION BY IT SVAR THAT CONSTITUTES A MATERIAL BREACH OF THIS ADDENDUM, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. DASPS OR STATE SHALL PROMPTLY NOTIFY IT SVAR IN WRITING OF ANY CLAIM OF WHICH DASPS OR STATE BECOMES AWARE. IT SVAR’S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF DASPS, OR (II) AUTHORIZED PURCHASER’S MODIFICATION OF GOODS WITHOUT IT SVAR’S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND

PROPER USAGE OF SUCH GOODS.

HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. IT SVAR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

### 3.1.7 BREACH

**3.1.7.1 By IT SVAR:** IT SVAR breaches this Addendum if:

- IT SVAR institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- IT SVAR no longer holds a license or certificate that is required for IT SVAR to perform IT SVAR's obligations under this Addendum; or
- IT SVAR commits any breach of any covenant, warranty, obligation or certification under this Addendum, provided however that IT SVAR may cure the breach within the period specified in DASPS's notice of default when DASPS determines the breach is curable by IT SVAR.

**3.1.7.2 By DASPS:** DASPS breaches this Addendum if DASPS commits any breach of any covenant, warranty, or obligation under this Addendum and such breach is not cured within ten (10) business days after delivery of IT SVAR's notice of breach or such longer period as IT SVAR may specify in such notice.

**3.1.8 SURVIVAL:** The following provisions survive termination or expiration of this Addendum: Exhibit A - Sections 3.1.2, 3.1.3, 3.1.6, 3.1.8, Exhibits B and C.

**3.1.9 SEVERABILITY:** If any provision of this Addendum is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Addendum did not contain the particular provision held to be invalid.

**3.1.10 NO THIRD PARTY BENEFICIARIES:** DASPS and IT SVAR are the only parties to this

Addendum and are the only parties entitled to enforce its terms. Nothing in this Addendum gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Addendum.

- 3.1.11 PAYMENTS; LIENS; RECYCLING:** DASPS's performance under this Addendum is conditioned upon IT SVAR's compliance with the obligations intended for IT SVARs under ORS 279B.220, 279B.225 (if applicable to this Addendum), 279B.230 and 279B.235 (if applicable to this Addendum), which are incorporated into this Addendum by reference. IT SVAR shall, to the maximum extent economically feasible in the performance of this Addendum, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 3.1.12 FOREIGN CONTRACTOR:** If the IT SVAR is not domiciled in or registered to do business in the state of Oregon, IT SVAR shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to the Addendum. IT SVAR shall demonstrate its legal capacity to perform the Services under this Addendum in the state of Oregon before entering into this Addendum.
- 3.1.13 CERTIFICATION OF COMPLIANCE WITH TAX LAWS:** By signature on this Addendum for IT SVAR, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of IT SVAR and that IT SVAR is, to the best of the undersigned's knowledge, IT SVAR is not subject to backup withholding because: (i) IT SVAR is exempt from backup withholding, (ii) IT SVAR has not been notified by the IRS that IT SVAR is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified IT SVAR that IT SVAR is no longer subject to backup withholding.

For a period of no fewer than six calendar years preceding the Effective Date of this Price Addendum, IT SVAR faithfully has complied with:

- 3.1.13.1** All tax laws of this state; For the purposes of this Exhibit A, Section 3.1.13.1, "tax laws" includes:
- All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - Any tax provisions imposed by a political subdivision of this state that applied to IT SVAR, to IT SVAR's property, operations, receipts, or income, or to IT SVAR's performance of or compensation for any work performed by IT SVAR;
  - Any tax provisions imposed by a political subdivision of this state that applied to IT SVAR, or to goods, services, or property, whether tangible or intangible, provided by IT SVAR; and

- Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**3.1.13.2** Any tax provisions imposed by a political subdivision of this state that applied to IT SVAR, to IT SVAR's property, operations, receipts, or income, or to IT SVAR's performance of or compensation for any work performed by IT SVAR; (iii) Any tax provisions imposed by a political subdivision of this state that applied to IT HVAT, or to goods, services, or property, whether tangible or intangible, provided by IT SVAR; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Further, IT SVAR shall, throughout the duration of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

Any violation of this Exhibit A, Section 3.1.13 constitutes a material breach of this Addendum. Further, any violation of IT SVAR's warranty set forth in this Addendum also shall constitute a material breach of this Addendum. Any violation shall entitle the State, DASPS, or Authorized Purchaser to terminate this Addendum or any Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or Contract, and to pursue any or all of the remedies available under this Addendum or Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to IT SVAR, in an amount equal to State's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DASPS or Authorized Purchaser may recover any and all damages suffered as the result of IT SVAR's breach of this Addendum or Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or Goods and applications.

These remedies are cumulative to the extent the remedies are not inconsistent, and DASPS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**3.1.14 COUNTERPARTS:** This Addendum may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

## **3.2 TERMS AND CONDITIONS APPLICABLE TO CONTRACTS**

**3.2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Exhibit A, Section 3.2 and any additional attached terms and conditions. In the event of a conflict, the order of precedence is as follows

- Participating Addendum, less its exhibits

- Exhibit A, Section 3.2 terms and conditions
- Attached Exhibits
  - Exhibit C: Insurance
  - Exhibit B: Volume Sales Reports and Vendor Collected Administrative Fees
- Ordering Instrument
- Master Agreement and its exhibits
- Additional attached terms and conditions

**3.2.2 CHOICE OF LAW:** The laws of the state of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to a Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

### **3.2.3 DESIGNATION OF FORUM AND CONSENT TO JURISDICTION**

**3.2.3.1 State Contract Venue; Consent To Jurisdiction:** Any claim, action, suit or proceeding (collectively, “Claim”) between the State of Oregon and an Authorized Purchaser that is an agency of the state of Oregon and IT SVAR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. IT SVAR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the state of Oregon’s or Authorized Purchaser’s sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or consent to jurisdiction based thereon.

**3.2.3.2 ORCPP Contract Venue; Consent To Jurisdiction:** Any Claims between IT SVAR and an ORCPP Authorized Purchaser other than an agency of the state of Oregon that arise from or relate to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Authorized Purchaser resides, or at the ORCPP Authorized Purchaser’s option, within such other county as the ORCPP Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP Authorized Purchaser resides. IT SVAR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of ORCPP Authorized Purchaser’s sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or consent to jurisdiction based thereon.



- 3.2.4 NOTICES:** Except as otherwise expressly provided in this Addendum, any communications between the parties, or notices to be given under a Contract, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the Authorized Purchaser's authorized representative stated in the ordering instrument or to the IT SVAR's authorized representative listed in Section 1.2.2 of the Addendum. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.
- 3.2.5 MERGER CLAUSE; AMENDMENT; WAIVER:** A Contract constitutes the entire agreement between IT SVAR and Authorized Purchaser on the subject matter of the Contract. There are no understandings, agreements, or representations, oral or written, not specified in the Contract on the subject matter. No amendment of a Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of a Contract is not a waiver by Authorized Purchaser of that or any other provision.
- 3.2.6 TIME IS OF THE ESSENCE:** Time is of the essence for performance of IT SVAR's performance obligations under a Contract.
- 3.2.7 INDEMNIFICATION:** IT SVAR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF IT SVAR, ITS EMPLOYEES, AGENTS, RELATED TO A CONTRACT, (II) ANY ACT OR OMISSION BY IT SVAR THAT CONSTITUTES A MATERIAL BREACH OF A CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. AUTHORIZED PURCHASER OR STATE SHALL PROMPTLY NOTIFY IT SVAR IN WRITING OF ANY CLAIM OF WHICH AUTHORIZED PURCHASER OR STATE BECOMES AWARE. IT SVAR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF AUTHORIZED PURCHASER, OR (II) AUTHORIZED PURCHASER'S MODIFICATION OF GOODS WITHOUT IT SVAR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER

**USAGE OF SUCH GOODS.**

HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. IT SVAR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

**3.2.8 BREACH****3.2.8.1 By IT SVAR:** IT SVAR breaches a Contract if:

- IT SVAR institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- IT SVAR no longer holds a license or certificate that is required for IT SVAR to perform IT SVAR's obligations under a Contract; or
- IT SVAR commits any breach of any covenant, warranty, obligation or certification under a Contract, provided however that IT SVAR may cure the breach within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the breach is curable by IT SVAR.

**3.2.8.2 By Authorized Purchaser:** Authorized Purchaser breaches a Contract if:

- Authorized Purchaser fails to pay IT SVAR any amount pursuant to the terms of a Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of IT SVAR's notice or such longer period as IT SVAR may specify in such notice; or
- Authorized Purchaser commits any breach of any covenant, warranty, or obligation under a Contract and such breach is not cured within ten (10) business days after delivery of IT SVAR's notice of breach or such longer period as IT SVAR may specify in such notice.

**3.2.9 SURVIVAL:** The following provisions survive termination or expiration of a Contract: Exhibit A, Sections 3.2.2, 3.2.3, 3.2.6, 3.2.8, 3.2.13, 3.2.14.**3.2.10 SEVERABILITY:** If any provision of a Contract is declared by a court of competent

jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if a Contract did not contain the particular provision held to be invalid.

**3.2.11 PRICES:** IT SVAR represents that all prices for Goods under a Contract follow the pricing methodology stated in the Master Agreement.

**3.2.12 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS:** The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under a Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

**3.2.12.1** A Contract created by an ordering instrument consists only of the terms specified by this Addendum. Additional, terms and conditions issued by Authorized Purchaser, may not vary the terms of or conflict with the terms of this Addendum. Conflicting terms and conditions on an ordering instrument are of no effect.

**3.2.12.2** IT SVAR shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Addendum until this Addendum terminates.

**3.2.12.3** Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and IT SVAR and include the terms set forth in Exhibit A, Section 3.2.

**3.2.12.4** DASPS is not obligated or liable under an ordering instrument unless DASPS is purchasing Goods as the Authorized Purchaser.

**3.2.12.5** Nothing in this Addendum obligates any Authorized Purchaser to place any ordering instrument.

**3.2.12.6** IT SVAR shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Addendum. IT SVAR may verify that Authorized Purchasers are ORCPP participants at the following address:  
<http://www.oregon.gov/das/egs/ps/orcpp/orcppmemberlist.pdf>.

**3.2.12.7** IT SVAR shall reject an ordering instrument that does not meet the requirements of this Addendum.

### **3.2.13 REPRESENTATIONS AND WARRANTIES**

**3.2.13.1 Officer Status, Insurance:** IT SVAR represents and warrants that it is not an “officer,” “employee,” or “agent” of DASPS or an Authorized Purchaser, as those terms are used in ORS 30.265. IT SVAR represents and warrants that IT SVAR has obtained and will maintain during the term of a Contract all insurance required by the Addendum.

- 3.2.13.2 Warranty on Materials, Design, Manufacture:** IT SVAR represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture.
- 3.2.13.3 Warranty on Service Standards:** IT SVAR warrants that all services required to be performed, if any, shall be performed in a good and workmanlike manner in accordance with standards prevalent in the industry.
- 3.2.13.4** RESERVED
- 3.2.13.5 Software Warranties:** IT SVAR hereby grants to Authorized Purchaser the following Software warranties: Authorized Purchaser will receive a license to use the Software, free from any adverse claims asserted by third parties and the Software licensed to Authorized Purchaser will conform to its published documentation and such complete documentation will be delivered to Authorized Purchaser with the Software.
- 3.2.13.6 Warranty of Title:** IT SVAR represents and warrants that all Goods are free and clear of any liens or encumbrances, that IT SVAR has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods which is superior to or infringes upon the rights granted to the Authorized Purchaser under a Contract.
- 3.2.13.7 Warranty on Safety and Health Requirements:** IT SVAR represents and warrants that Goods provided under this Addendum comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Department of Consumer and Business Services.
- 3.2.13.8 Manufacturer Warranties:** IT SVAR shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser, and provide warranty documents to the Authorized Purchaser, at time of delivery at no charge.
- 3.2.13.9 Warranties Cumulative:** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Addendum or in a Contract. All warranties provided in this Addendum or a Contract are cumulative, and are intended to afford DASPS or the Authorized Purchaser the broadest warranty protection available.

### **3.2.14 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS**

- 3.2.14.1** IT SVAR shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Addendum and any Contract issued hereunder as they may be adopted or amended from time to time.
- 3.2.14.2 Statutory Terms:** Authorized Purchaser's performance under a Contract is conditioned upon IT SVAR's compliance with the obligations intended for contractors

under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into a Contract by reference. IT SVAR shall, to the maximum extent economically feasible in the performance of a Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as “recycled product” is defined in ORS 279A.010(1)(ii)).

**3.2.14.3 Noncompliant Goods:** In the event of a conflict between the specifications in a Contract and applicable federal or state law, the law prevails. IT SVAR shall make any modifications required to achieve compliance with law. When IT SVAR is notified or becomes aware of any required modifications, IT SVAR shall immediately notify DASPS and Authorized Purchaser.

**3.2.14.4 Recalled Goods or Components:** In the event any Goods or component parts are recalled by a regulatory body or the manufacturer and IT SVAR is made aware of such recall, , IT SVAR shall immediately notify DASPS and the Authorized Purchaser of the recall, and shall provide copies of the notice or other documentation. Upon notification and subject to the return policies of the manufacturer/publisher, Authorized Purchaser may elect to do any of the following:

- Cancel any portion of the ordering instrument.
- Return the Goods.
- Terminate the Contract.

In the event of return under this subsection, Authorized Purchaser shall promptly return the Goods to IT SVAR at IT SVAR’s sole cost and expense, and IT SVAR shall reimburse Authorized Purchaser for any payments made, prorated based on usage of software prior to the recall.

**3.2.15 MATERIAL SAFETY DATA SHEET:** Upon request, and if provided by the Goods manufacturer, IT SVAR shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet (MSDS) as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Addendum which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, IT SVAR must properly label, tag or mark such Goods. Additionally, IT SVAR shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

**3.2.16 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:** If Authorized Purchaser is an agency of the state of Oregon or another governmental body, payment obligations under a Contract are conditioned upon Authorized Purchaser’s receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under a Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make

payments under a Contract.

**3.2.17 INDEPENDENT CONTRACTOR STATUS, RESPONSIBILITY FOR TAXES AND WITHHOLDING:** IT SVAR is an independent contractor. Although the Authorized Purchaser reserves the right

- to determine (and modify) the delivery schedule for the Goods and
- to evaluate the quality of completed performance,

Authorized Purchaser cannot and will not control the means or manner of IT SVAR's performance. IT SVAR is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

IT SVAR is responsible for all federal and state taxes applicable to compensation or payments paid to IT SVAR under this Contract and, unless IT SVAR is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover IT SVAR's federal or state tax obligations. IT SVAR is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to IT SVAR under this Contract, except as a self-employed individual.

**3.2.18 LICENSE OF SOFTWARE:** IT SVAR hereby grants to Authorized Purchaser, or shall ensure that Authorized Purchaser receives license to use the software (and documentation and associated manuals) (the "Software") for the Goods, subject to the provisions of the applicable software license agreement. Authorized Purchaser shall have the right to review the proposed license agreement and negotiate terms with the licensor; upon agreement to the terms the Authorized Purchaser will be bound by such license agreement. If the Authorized Purchaser and licensor cannot reasonably agree to terms, Authorized Purchaser may, , return the Goods to IT SVAR and IT SVAR shall provide a full refund including any shipping and handling charges and without incurring any termination liability.

**3.2.19 MAINTENANCE AND SUPPORT:**

In the event Authorized Purchaser purchases maintenance and support for the Goods, the manufacturer may, within a reasonable time following Authorized Purchaser's request, offer Authorized Purchaser the opportunity to enter into an agreement with the provider, upon commercially reasonable terms, for long term maintenance and support. Authorized Purchaser shall have the right to review the proposed agreement and negotiate terms with the provider; upon agreement to the terms Authorized Purchaser will be bound by such agreement. If Authorized Purchaser and provider cannot reasonably agree to terms, Authorized Purchaser may return the Goods to IT SVAR and IT SVAR shall provide a full refund including any shipping and handling charges and without incurring any termination liability.

## **EXHIBIT B - VOLUME SALES REPORTS AND VENDOR COLLECTED ADMINISTRATIVE FEES**

### **SECTION 1: VOLUME SALES REPORTS (VSRs):**

#### **1.1 SUBMITTAL**

IT SVAR shall submit a VSR to DASPS no later than 30 calendar days after the end of each calendar quarter. For the purposes of this Addendum, calendar quarters end March 31, June 30, September 30 and December 31.

The VSR must contain:

- Complete and accurate details of all receipts (for both sales and refunds) for the reported period;
- The information identified in the DASPS document titled Volume Sales Report Template.
- Such other information as DASPS may reasonably request.

#### **1.2 NO-SALE REPORT/FORMAT**

IT SVAR shall send a VSR to DASPS each quarter, whether or not there are sales. When no sales have been recorded for the quarter, a report must be submitted stating “No Sales for the Quarter”; this can be by way of email without any attachment provided the subject title clearly identifies your company name, the relevant Addendum Number and the reporting period for the VSR.

#### **1.3 DATA MEDIUM AND DELIVERY MEDIUM**

IT SVAR shall provide VSRs in Microsoft Excel format (.xls, .xlsx). The VSRs must be submitted by email unless the size of the file precludes transmission by email. VSR may be submitted by CD if the file precludes transmission by email. Delivered print outs of VSRs or faxed VSRs are not acceptable. Approval from the Contract Administrator must be obtained for deviations from these requirements.

#### **1.4 RECEIPT/ACCEPTANCE**

Each VSR must be submitted to [vcaf.reporting@oregon.gov](mailto:vcaf.reporting@oregon.gov) and to the DASPS contract administrator. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Addendum shall not preclude DASPS from challenging the validity thereof at any time.

#### **1.5 RIGHT TO TERMINATE**

Procurement Services reserves the right to terminate this Addendum if VSRs are not received as scheduled or in the prescribed format.

## **SECTION 2: VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF):**

### **2.1 REMITTANCE DUE UPON INVOICE**

IT SVAR shall remit to DASPS a VCAF based on invoices received from DASPS within 45 days from date of invoice receipt. DASPS generates invoices from data provided by IT SVAR in quarterly Volume Sales Report

### **2.2 REFLECTION OF VCAF**

IT SVAR shall not reflect the VCAF as a separate Quote, PO or Invoice line item charge to Authorized Purchasers.

### **2.3 RECORDS**

IT SVAR shall keep records showing the sales of Goods pursuant to this Addendum in sufficient detail to enable the DASPS to determine the VCAF payable by IT SVAR and further agrees to permit its books and records to be examined from time to time to the extent necessary to verify the Volume Sales Reports. Such examination is to be made at the expense of DASPS by any auditor appointed by DASPS who is reasonably acceptable to IT SVAR, or, at the option and expense of IT SVAR, by a certified public accountant appointed by IT SVAR.

### **2.4 UNDERPAYMENT**

In the event that such examination reveals underpayment of the VCAF, IT SVAR shall immediately pay to DASPS the amount of deficiency, together with any interest owed. If the examination reveals an underpayment of 5% or more, IT SVAR shall reimburse DASPS for the cost of the audit.

### **2.5 VCAF RATE**

The VCAF is a charge equal to 1% of IT SVAR's gross total sales, less any credits, made to Authorized Purchasers during the calendar quarter. For purposes of this Addendum, "credits" includes refunds.

### **2.6 LATE PAYMENTS**

Starting 45 days after receipt of invoice, any IT SVAR late payments of the VCAF will accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount has been paid in full. DASPS' right to interest on late payments shall not preclude DASPS from exercising any of its other rights or remedies pursuant to this Addendum or otherwise with regards to IT SVAR's failure to make timely remittances.



## 2.7 VCAF PAYMENT METHOD

IT SVAR shall make VCAF payments by Automated Clearing House (ACH) transactions.

ACH Credit transactions will be initiated by IT SVAR to initiate transfer of funds from a bank account of IT SVAR's choosing to the bank for PS after IT SVAR receives from DASPS a completed authorization agreement for ACH Credits. These payment transactions will be processed upon receipt of invoice from DASPS. IT SVAR shall comply with DASPS' reasonable instructions to facilitate this method of payment.

In the event ACH is not available as a means of invoice payment, IT SVAR may remit in the form of a check. The check MUST reference the DASPS invoice number. Payments must be mailed to:

DAS-SFS-Cashier  
155 Cottage ST NE  
Salem, OR 97301

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

IT SVAR shall obtain, at IT SVAR's expense, the insurance specified in this Exhibit C prior to performing under this Addendum or any Contract, and shall maintain it in full force and at its own expense throughout the duration of this Addendum and any Contract, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. IT SVAR shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DASPS. Coverage must be primary and non-contributory with any other insurance and self-insurance. IT SVAR shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### **SECTION 1: INSURANCE REQUIRED**

##### **1.1 Workers' Compensation & Employers' Liability**

All employers, including IT SVAR, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Addendum, including Employers' Liability Insurance with limits not less than \$500,000 each accident. IT SVAR shall require and ensure that each of its subcontractors complies with these requirements.

##### **1.2 Commercial General Liability.**

IT SVAR shall provide Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal injury liability, products and completed operations, and contractual liability coverage, in each case arising out of IT SVAR's negligence. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.

#### **SECTION 2: CERTIFICATE(S) AND PROOF OF INSURANCE**

IT SVAR shall provide to DASPS Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Addendum. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that IT SVAR will pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage will be primary and non-contributory with any other insurance and self-insurance for losses resulting from IT SVAR's acts or omissions, and confirm that either an extended reporting period of at least 24 (twenty-four) months is provided on all claims made policies or that tail coverage is provided. As proof of insurance

DASPS has the right to request copies of insurance policies relating to the insurance requirements in this Addendum.

### **SECTION 3: NOTICE OF CHANGE OR CANCELLATION**

IT SVAR or its insurer must endeavor to provide at least 30 (thirty) Calendar Days' written notice to DASPS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

### **SECTION 4: INSURANCE REQUIREMENT REVIEW**

IT SVAR agrees to periodic review of insurance requirements by DASPS under this Addendum and to meet updated requirements as mutually agreed upon by IT SVAR and DASPS.

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

59100771

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



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)\*** Marion County  
**Contact name\* First** Dyllan **Last** Murphy  
**Contact email address\*** DMurphy@co.marion.or.us  
**Street address\*** 555 Court Street NE Suite 5247  
**City\*** Salem  
**State/Province\*** OR  
**Postal code\*** 97301-3980-  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** 503-584-7793  
**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 Dyllan Last Murphy

**Contact email address\*** DMurphy@co.marion.or.us

**Street address\*** 555 Court Street NE Suite 5247

**City\*** Salem

**State/Province\*** OR

**Postal code\*** 97301-3980-

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

**Country\*** United States

**Phone\*** 503-584-7793

**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 Dyllan Last Murphy

**Contact email address\*** DMurphy@co.marion.or.us

**Phone\*** 503-584-7793

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\*** Peter Armstrong

**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.

# Program Signature Form

MBA/MBSA number	<input type="text"/>	<input type="text"/>
Agreement number	01E73877	

**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	0759940.005_PSF

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.

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> Marion County <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title</b> _____ <b>Signature Date*</b> _____
<b>Tax ID</b> _____

*\* indicates required field*

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

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

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

*\* indicates required field*

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

*\* 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