


**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

CONSENT AGENDA **REGULAR AGENDA**

TO: Board of County Commissioners
County Administrator

FROM: David Shambley, Information Services Manager 

DATE: May 9, 2011

SUBJECT: Contract – State of Washington, Microsoft Products

STATEMENT OF ISSUE:

The State of Washington, Department of Information Services provides purchasing of Microsoft products by other local governments at the same pricing that is obtained by the State. This contract continues our ability to take advantage of this service.

STRATEGIC GOALS:

This contract is intended to improve the effectiveness and efficiency of County Government.

ANALYSIS (PRO & CON):

This contract provides lower pricing than is normally available to an individual County of our size.

COST BENEFIT ANALYSIS:

No formal cost benefit analysis performed.

FISCAL IMPACT:

There should be no impact on the 2011 budget.

Revenue Line Item: N/A
Expenditure Line Item: N/A
Gain or Loss (-): N/A

REQUESTED ACTION:

Approve and Authorize BOCC Chairman to sign contract.

REVIEWED BY


Philip Morley, County Administrator

5/9/11
Date

Please return to:
DIS Technology Brokering Services
P. O. Box 42453, Olympia, WA 98504-2453
FAX: (360) 753-1673



MICROSOFT® PRODUCTS PURCHASE AGREEMENT

This Agreement is entered into by and between the Department of Information Services ("DIS"), an agency of Washington State, and Jefferson County, WA ("Customer"), a Washington State agency or political subdivision or public benefit nonprofit corporation. "Customer" includes all its members, officers, agents, contractors, representatives or employees.

This Agreement is one of three agreements that set forth Customer's rights and obligations with respect to purchasing Microsoft products. The other two agreements are the Microsoft Select agreement ("Select") and the Enterprise agreement ("EA"), as amended, between the Microsoft Licensing, GP ("Microsoft" or "MS") and DIS. In addition, Microsoft's Product Use Rights ("PUR") document provides general use rights and restrictions for all MS products.

All Customers purchasing MS products will execute this Agreement, including the attached Agency Coordinator (required) and Authorized Purchaser (optional) forms. Customers purchasing any MS product under the Select agreement will also sign the Select Enrollment forms. Customers purchasing MS products under the Enterprise agreement will also sign the Enterprise Enrollment forms.

In consideration for the right to purchase MS products at deeply discounted prices negotiated by DIS, Customer agrees as follows:

1. Customer will submit all Select and EA Enrollment forms and all purchase orders for MS products directly to DIS.
2. Customer will comply with its obligations and the restrictions set forth in Customer's Enrollment Form(s).
3. Customer understands and acknowledges that Select and EA are not for personal/consulting services or any MS products with less than Level D pricing.
4. Upon DIS' request, Customer shall promptly submit all purchase orders required and, if applicable, EA True Up orders and Update Statements as required prior to the anniversary date of Customer's enrollment. Customer's failure to submit any such documents shall be grounds, at the option of DIS, for termination of this Agreement and/or Customer's rights to purchase MS products through DIS.
5. The purchase price is *nonrefundable*. Under Select, Customer pays for the product in full at time of purchase and has the option of paying for Software Assurance ("SA") in full at time of purchase or in three (3) annual payments. Under EA, Customer pays for products and SA in three (3) annual payments. DIS will invoice either the full payment or the first annual payment to Customer as of the Enrollment effective date or time of purchase. Second and third annual payments will be invoiced on the anniversary date of the underlying Microsoft agreement, not on the anniversary date of purchase. Customer is responsible for providing properly executed orders for annual payments when requested by DIS. Under EA, the True-Up price listed for products is a *one-time-only* payment.
6. Customer agrees to pay DIS in a timely fashion the agreed-upon price for all products and services received by Customer. Customer's failure to pay any such amount promptly when due shall be

grounds, at the option of DIS, for termination of this Agreement and/or Customer's rights to purchase MS products through DIS.

The undersigned certifies that s/he has read, understands and agrees to the provisions herein and has the authority to bind Customer to a legal contract.

Approved

State of Washington
Department of Information Services

Approved

Customer

Signature

Scott Smith

Print or Type Name

TAS Manager

Title

Date

Signature

Print or Type Name

Title

Date

**THIS DOCUMENT APPROVED AS TO FORM BY THE ATTORNEY GENERAL'S OFFICE -
SIGNATURE ON FILE**

Approved as to form only:

David Alvarado 5/3/2011

Jefferson Co. Prosecutor's Office

AGENCY COORDINATOR (required)

The individual(s) listed below has read and understands the obligations set forth in the attached **Microsoft Products Purchase Agreement**, and will be responsible for coordinating all activity for Microsoft ("MS") products between Customer and DIS. The MS Agency Coordinator(s) is responsible for the accurate accounting of all of Customer's MS products purchased from DIS.

This form, once properly completed and returned to DIS, will enable the MS Agency Coordinator(s) to purchase MS products by any means authorized by Customer. An MS Agency Coordinator may authorize other personnel within Customer's organization to purchase MS products from DIS by means of a properly executed **Microsoft Products Authorized Purchaser** form. However, the purchase of MS products by personnel other than an MS Agency Coordinator in no way relieves an MS Agency Coordinator of his/her responsibility to accurately account for all MS products purchased from DIS.


Customer is responsible for maintaining the accuracy of the MS Agency Coordinators' contact information provided to DIS. Updated contact information can be emailed or faxed to DIS by the person who has executed the **Microsoft Products Purchase Agreement**.


CUSTOMER NAME: Jefferson County (required)

DIS Customer Agency/ Sub-Agency Number: 816-H (required)

Signature of the person who executed the "Microsoft Products Purchase Agreement" on behalf of Customer:

 (required)

(Required) MICROSOFT AGENCY COORDINATOR
Name: <u>Sara McIntyre</u>
Telephone Number: <u>(360) 385-9370</u>
Mailing Address: <u>PO Box 1220</u>
Street Address: <u>1820 Jefferson St.</u>
City/Zip: <u>Port Townsend / 98368</u>
Mail Stop: <u>Information Services</u>
Fax Number: <u>360 385-9195</u>
Email: <u>Smcintyre@co.jefferson.wa.us</u>
Signature: <u></u>

(Optional) BACKUP MICROSOFT AGENCY COORDINATOR
Name: <u>Todd Oberlander</u>
Telephone Number: <u>(360) 385-9355</u>
Mailing Address: <u>PO Box 1220</u>
Street Address: <u>1820 Jefferson St.</u>
City/Zip: <u>Port Townsend / 98368</u>
Mail Stop: <u>Information Services</u>
Fax Number: <u>(360) 385-9195</u>
Email: <u>toberlander@co.jefferson.wa.us</u>
Signature: <u></u>

AUTHORIZED PURCHASER (optional)

This form is optional and is to be completed only after Customer has appointed an **Agency Coordinator** for purchasing Microsoft Products.

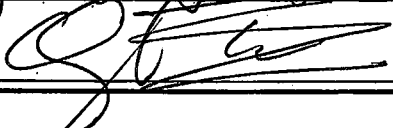
Having provided the signature of the MS Agency Coordinator in the space provided, the individual listed below will be authorized to purchase MS software products from DIS by any means authorized by Customer. As a MS Products Authorized Purchaser ("MS Authorized Purchaser"), it is the responsibility of the individual identified below to report all new purchases of MS software products to the MS Agency Coordinator to ensure that an accurate count of all products purchased can be maintained by Customer.

CUSTOMER NAME: (please print) Jefferson County (required)

DIS Customer Agency/ Sub-Agency Number: 816-H (required)

Name of Microsoft Agency Coordinator: (please print) Sara McIntyre (required)

Signature of Microsoft Agency Coordinator:  (required)

MICROSOFT AUTHORIZED PURCHASER	
Name:	<u>Christopher Grant</u>
Telephone Number:	<u>(360) 385-9246</u>
Mailing Address:	<u>PO Box 1220</u>
Street Address:	<u>1820 Jefferson St.</u>
City/Zip:	<u>Port Townsend / 98368</u>
Mail Stop:	<u>Information Services</u>
Fax Number:	<u>(360) 385-9195</u>
Email:	<u>cgrant@co.jefferson.wa.us</u>
Signature:	<u></u>

Program Signature Form

MBA/MBSA number

Agreement number

SGN-	Proposal ID
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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
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Select Enrollment	X20-02347
<Choose Enrollment/Affiliate Registration Form>	
<Choose Enrollment/Affiliate Registration Form>	
<Choose Enrollment/Affiliate Registration Form>	

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

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * <i>Jefferson County</i>	Microsoft Licensing, GP
Signature *	Signature
Printed Name *	Printed Name
Printed Title *	Printed Title
Signature Date *	Signature Date <small>(date Microsoft Affiliate countersigns)</small>

Approved as to form only:

Daniel Abraham 5/3/2011
 Jefferson Co. Prosecutor's Office

Tax ID N/A	Effective Date (may be different than Microsoft's signature date)
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* indicates required field

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

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

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

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

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

Prepared By: Name of Preparer Email of Preparer

Select Enrollment

State and Local

Enrollment number <i>(Microsoft Affiliate to complete)</i>		Proposal ID <i>(Reseller to complete)</i>	
Previous Enrollment, agreement or auth number <i>(if renewing Software Assurance)(Reseller to complete)</i>		Earliest expiring previous Enrollment end date ¹ <i>(Reseller to complete)</i>	

¹ If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment.

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

This Microsoft Select Enrollment is entered into between the entities, as of the effective date identified on the signature form.

This Enrollment consists of (1) This Enrollment, (2) the terms of the Select Agreement identified on the signature form and all attachments identified therein.

Enrolled Affiliate agrees to purchase Licenses equal to at least 750 points during the initial term of this Enrollment.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>.

Effective date. If Enrolled Affiliate is renewing Software Assurance coverage from one or more previous Microsoft agreements, then the effective date of this Enrollment will be the day after the earliest expiration of such coverage. Otherwise the effective date will be the date this Enrollment is processed by Microsoft.

Term. This Enrollment will expire on the date the Microsoft Select Agreement identified on the signature form expires.

Qualifying systems Licenses. The operating system Licenses granted under this program are upgrade Licenses only. *Full operating system Licenses are not available under this program.* If Customer selects the Windows Desktop Operating System Upgrade, all Qualified Desktops on which the Customer runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Exclusions are subject to change when new versions of Windows are released.

In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, 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://licensing.microsoft.com>.

- a. **Primary contact information.** Enrolled Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity: (must be legal entity name)* *Jefferson County*
 Contact name*: First *Sara* Last *McIntyre*

Contact email address* SMCintyre@co.jefferson.wa.us
Street address* 1820 Jefferson St.
City* Port Townsend State* WA Postal code* 98368
Country* USA
Phone* (360) 385-9370 Fax (360) 385-9195
Tax ID N/A

b. **Notices and online administrator.** This individual receives contractual notices. They are also the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact

Name of entity (must be legal entity name)*

Contact name*: First

Last

Contact email address*

Street address*

City*

State* WA Postal code*

Country* USA

Phone*

Fax

c. **Language preference.** Select the language for notices. English

d. **Microsoft account manager.** Provide the Microsoft account manager contact for this Enrolled Affiliate.

Microsoft account manager name:

Microsoft account manager email address:

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

- Additional notices contact
- Software Assurance manager
- Subscription manager
- Online Services manager
- Customer Support Manager (CSM) contact

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

g. **Reseller information.**

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State*

Postal Code*

Country*

Contact name*

Phone*

Fax

Contact email address*

Approved as to form only:

David Abrams 5/3/2011
Jefferson Co. Prosecutor's Office

The undersigned confirms that the information is correct.

Name of Reseller* Signature * _____ Printed name* Printed title* Date*

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, it must notify Microsoft and the former Reseller using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

2. **Software Assurance Membership election.**

To become a Software Assurance Member, Enrolled Affiliate must agree to purchase and maintain Software Assurance for all copies of all Products licensed under this Enrollment from at least one Product pool. For a description of benefits resulting from choosing one or more Product pools below and additional details regarding the Software Assurance Membership program, please consult with the Reseller or Microsoft account manager.

For each Product pool, mark "yes" or "no" to indicate whether Enrolled Affiliate is committing to purchase and maintain Software Assurance for all copies of all Products licensed from that pool under this Enrollment.

Product pools	Yes	No
Applications	<input type="checkbox"/>	<input type="checkbox"/>
Systems	<input type="checkbox"/>	<input type="checkbox"/>
Servers	<input type="checkbox"/>	<input type="checkbox"/>

Note: If "Yes" is marked, all orders for Licenses must have Software Assurance.

3. **Renewing Software Assurance.**

If Enrolled Affiliate is renewing Software Assurance from multiple Select programs or consolidating other previous Enrollments or agreements (including Open authorizations) into this Enrollment please complete the multiple previous Enrollment form and attach it to this Enrollment. The earliest expiring previous Enrollment/agreement which contains Software Assurance is to be inserted on the signature form. If only one previous Enrollment/agreement is renewing, please insert that previous number on the signature form.