



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 5/27/20

Department: Information Technology Agenda Planning Date: 5/21/20 Time required: 5 min

Audio/Visual aids

Contact: Scott Emry Phone: 503-584-7792

Department Head Signature: [Signature]

Table with 2 columns: Field Name (TITLE, Issue, Description & Background, Financial Impacts, etc.) and Content (Requesting approval of purchase order #882688 with SHI International Corporation, etc.)

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

Copies to: Scott Emry, semry@co.marion.or.us; Cynthia Klein, cklein@co.marion.or.us



Marion County  
OREGON  
FINANCE DEPARTMENT

# Contract Review Sheet

Contract #: PO#882688

Person Sending: Cynthia Klein Department: Information Technology

Contact Phone #: 503-584-7796 Date Sent: 5/13/2020

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

Title: GroupWise / ZenWorks License Renewal

Contractor's Name: SHI International Corp.

Term - Date From: 7/1/20 Expires: Jun 30, 2021

Contract Total: \$114,808.48 Amendment Amount:                      New Contract Total: \$114,808.48

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 Corporation holds a state price agreement with the State of Oregon which allows them to act as a reseller for various software licenses.**

**Marion County intends to purchase GroupWise/ZENworks/Open Enterprise Server support renewal for the 20/21 fiscal period.**

### FOR FINANCE USE

Date Finance Received: 5/15/2020 BOC Planning Date:                      Date Legal Received:                     

Comments:                       
                      
                    

### REQUIRED APPROVALS:

Finance - Contracts	Date	Risk Manager	Date
Legal Counsel	Date	Chief Administrative Officer	Date
Date <u>                    </u>	<input type="checkbox"/> To be filed	<input type="checkbox"/> Added to master list	
<input type="checkbox"/> Returned to <u>                    </u> Department for <u>                    </u> signatures			



**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
882688	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	Order Date / Buyer	Revised Date / Buyer
	560817	12-MAY-20 C Klein	C Klein
Payment Terms	Ship Via	F.O.B	
Immediate	Best method	Destination	
Freight Terms	Request Or Deliver To	Confirm To / Telephone	
Prepaid		()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	GROUPWISE INCLUDING MOBILE SERVER BUSINESS SUPPORT (1791)			US Dollar		\$62,111.88
2	GROUPWISE LIMITED BUSINESS SUPPORT (280)			US Dollar		\$2,270.80
3	ZENWORKS CONFIGURATION MANAGEMENT BUSINESS SUPPORT (2158)			US Dollar		\$39,815.10
4	ZENWORKS CONFIGURATION MANAGEMENT BUSINESS SUPPORT SUBSCRIPTION			US Dollar		\$8,323.20
5	OPEN ENTERPRISE SERVER BUSINESS SUPPORT (50)			US Dollar		\$2,287.50
<p>THIS PURCHASE IS PLACED AGAINST STATE OF OREGON SOLICITATION # AND/OR PRICE AGREEMENT #6454. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S &amp; 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 &amp; C'S, EXPRESS OR IMPLIED.</p> <p>DEPARTMENT CONTACT NAME: CYNTHIA KLEIN</p>						

**Total**

Continued

**INSTRUCTIONS TO VENDOR**

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- 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 Schleg*

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



**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
882688	0	2
<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	Order Date / Buyer	Revised Date / Buyer
	560817	12-MAY-20 C Klein	C Klein
Payment Terms	Ship Via	F.O.B	
Immediate	Best method	Destination	
Freight Terms	Request Or Deliver To	Confirm To / Telephone	
Prepaid		()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	PHONE NUMBER: 503-584-7796 EMAIL: CKLEIN@CO.MARION.OR.US  RENEWAL - IT					
<b>Total</b>						\$114,808.48

**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 Selby  
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.

PURCHASE ORDER AGREEMENT 882688  
SHI INTERNATIONAL CORP. and MARION COUNTY  
SIGNATURE PAGE

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

\*\*IT Director approval on attached documents

**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

<b>Contract #</b> <b>6454</b> Amendment # 6 Revision # 1 <b>Revision Date</b> 03/20/2020
<b>Opportunity #</b> DASPS-2179-16 <b>Contract Start Date</b> 10/10/2016 <b>Expiration Date</b> 04/07/2021 <b>Supplier Number</b> 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

<b>Delivery Requirements</b> see PA <b>Payment Terms</b> Net 45 <b>FOB</b> (Not Applicable)
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Item #	Quantity / Unit	Description	Unit Cost
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, INTERMEDIX, EMSYSTEMS, 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:** 2122248

**Master File:** ORPIN-81104-15



**Cynthia Klein - Fwd: PO Approval SHI#18864801 GroupWise/ZenWorks**

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**From:** Scott Emry  
**To:** Cynthia Klein  
**Date:** 5/12/2020 3:27 PM  
**Subject:** Fwd: PO Approval SHI#18864801 GroupWise/ZenWorks  
**Attachments:** 9343058.pdf

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Approved

**Scott Emry | Director/CIO**

Marion County – Information Technology Department

✉ [semry@co.marion.or.us](mailto:semry@co.marion.or.us)

☎ 503.584.7782 (office) | ☎ 503.507.3409 (mobile)

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>>> Cynthia Klein 5/12/2020 3:25 PM >>>

SHI purchase authorization (Quote #18864801) for the renewal of GroupWise/ZenWorks, and Open Enterprise, is attached for your approval.

**Cynthia Klein | Office Manager**

Marion County – Information Technology Department

✉ [cklein@co.marion.or.us](mailto:cklein@co.marion.or.us)

☎ 503.584.7796 (office) | ☎

## IT - PURCHASE ORDER REQUEST

**Requesting Employee:** Cynthia Klein **Date** 05/12/20  
**Purchase Order Type:** Standard PO (1 time goods/materials purchase or contractual service)  
Blanket PO (open PO for specified total, no encumbrance until invoice released)  
 Amend # \_\_\_\_\_

**Vendor:** SHI  
**Price Agreement:** ORPIN 6454  
**CMS:** IT-2402-18

DESCRIPTION	Quantity	Each	Total
GroupWise Including Mobile Server 1-Mailbox Business Support	1791	34.68	62,111.88
GroupWise Limited 1-Mailbox Business Support	✓ 280	8.11	2,270.80
ZENworks Configuration Management Business Support	✓ 2158	18.45	39,815.10
ZENworks Configuration Management Business Support Subscription	240	34.68	8,323.20
Open Enterprise Server Business Support	50	45.75	2,287.50
			<b>\$114,808.48</b>

**Distribution / Billing Information**

BUDGETED	ACTUAL	DIPS	PROJECT	TASK	ACCOUNT
102,535.00	114,808.48	580 14 00 142 1412			526021

**\*\* A purchase order is required prior to any commitment of county funds**

<b>Purchasing Guidelines:</b>	\$ 0 - \$10,000	No quotes required
	10,001 - 20,000	Three (3) verbal quotes required
	20,001 - 99,999	Three (3) written quotes required
	\$100,000 +	Formal competitive process (RFP/bid)

Note: Any commitment over \$100,000 requires pre-approval by County Administrator before purchase can be made or service can begin. A completed review form should be sent to Administration who will coordinate securing approval. Upon receipt, the review form will be returned to the division for completion of purchase order request form and quotes as applicable.

- Attachments:**
- Quotes (or RFP/Bid)
  - County Administrator review form
  - Contract

**Department Head Approval:** Approved via Email



Pricing Proposal  
 Quotation #: 18864801  
 Created On: 5/11/2020  
 Valid Until: 6/7/2020

**MARION COUNTY INFORMATION TECH**

**Inside Account Manager**

**Cynthia Klein**  
 PO BOX 14500 ATTN: A/P  
 SALEM, OR 97309  
 United States  
 Phone: 503-584-7796  
 Fax:  
 Email: cklein@co.marion.or.us

**EJ Williams**  
 290 Davidson Ave  
 Somerset NJ 08873  
 Phone: 1-800-477-6479  
 Fax: 1-800-477-6479  
 Email: EJ\_Williams@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ZENworks Configuration Management 1-Year Renewal Business Support Micro Focus - Part#: 877-001652 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/1/2020 – 6/30/2021 <i>+176 +M up</i>	2158	\$18.45	\$39,815.10
2 Open Enterprise Server 1-User 1-Year Renewal Business Support Micro Focus - Part#: 877-001664 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/1/2020 – 6/30/2021	50	\$45.75	\$2,287.50
3 GroupWise including Mobile Server 1-Mailbox 1-Year Renewal Business Support Micro Focus - Part#: 877-008002 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/1/2020 – 6/30/2021	1791	\$34.68	\$62,111.88
4 GroupWise Limited 1-Mailbox 1-Year Renewal Business Support Micro Focus - Part#: 877-008007 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/1/2020 – 6/30/2021 <i>+77</i>	280	\$8.11	\$2,270.80
5 ZENworks Configuration Management Renewal Business Support Subscription 1-Year 1-User/Device Micro Focus - Part#: 877-008142 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/1/2020 – 6/30/2021	240	\$34.68	\$8,323.20
<b>Total</b>			<b>\$114,808.48</b>

**Additional Comments**

Micro Focus has a no returns policy.

Purchase orders and inquiries can be sent to the team at [TeamOregon@shi.com](mailto:TeamOregon@shi.com).

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. Is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243857G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*