



Contract Review Sheet

Contract #: PO # 892945

Person Sending: Cynthia Klein Department: Information Technology

Contact Phone #: 503-584-7796 Date Sent: 6/15/2021

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

Title: Purchase Order Approval #892945 GroupWise/ZENworks Renewal FY 20/21

Contractor's Name: SHI

Term - Date From: Jul 1, 2021 Expires: Jun 30, 2022

Contract Total: \$121,367.78 Amendment Amount: New Contract Total: \$121,367.78

Source Selection Method: SPA # 6454 (ORPIN)

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:

Approval of Purchase Order #892945 with SHI International for the annual renewal of GroupWise and ZENworks license and maintenance renewal for FY 20/21

FOR FINANCE USE

Date Finance Received: 6/16/21 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 Finance Table

Date Returned to department for signature



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 30, 2021

Department: Information Technology Agenda Planning Date: 6/24/2021 Time required:

Audio/Visual aids

Contact: Gary Christofferson Phone: 503-373-4455

Department Head Signature: [Signature]

TITLE: Requesting approval of purchase order #892945 with SHI International for the annual renewal of GroupWise and ZENworks.

Issue, Description & Background: Marion County currently used MicroFocus Entperrise tool suite consisting of GroupWise for email and calendaring system and Zenworks for configuration management. This annual license renewal is purchased through the reseller, SHI International Corporation, which is on the state price agreement with the State of Oregon.

Financial Impacts: This purchase order has a total value of \$121,367.78 and is included in the Information Technology Budget for Fiscal Year 20/21.

Impacts to Department & External Agencies: Every county department is impacted by this procurement given the suite is an enterprise level software.

Options for Consideration: 1) Approve Purchase Order #892945 in the amount of \$121,367.78 2) Withhold approval of Purchase order #892945 in the amount of \$121,367.78

Recommendation: Email and calendaring is a common and critical means of business communication across the county. The IT Department recommends approval of SHI International Corporation PO#892945 to continue operations.

List of attachments: Purchase Order #892945

Presenter: Gary Christofferson, IT Interim Director

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

Copies to: Gary Christofferson, gchristofferson@co.marion.or.us Cynthia Klein, cklein@co.marion.or.us



**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
892945	0	1
Ship To:		
MARION COUNTY INFORMATION TECHNOLOGY 555 Court St Ne Ste 4130 Salem, OR 97301 United States		
Bill To:		
MARION COUNTY INFORMATION TECHNOLOGY P O Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 560817	Order Date / Buyer 15-JUN-21 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
1	MICROFOCUS GROUPWISE/ZENWORKS RENEWAL 7/1/21 - 6/30/22 THIS PURCHASE IS PLACED AGAINST OMNIA PARTNERS - IT SOLUTIONS CONTRACT #2018011-02. 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			US Dollar		\$121,367.78

Total	\$121,367.78
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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 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.


PO# 892945 – SHI

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  _____ Date 6-16-21

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

IT - PURCHASE ORDER REQUEST

Requesting Employee: Cynthia Klein **Date** 6/15/21
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
Micro Focus ZENworks Configuration Management LTU Business Support Renewal	2158	20.02	43,203.16
Micro Focus GroupWise per Mailbox SW ELTU Business Support Renewal	1791	37.62	67,377.42
Micro Focus GroupWise Limited Per Mailbox SW ELTU Business Support Renewal	280	8.80	2,464.00
Micro Focus ZENworks Configuration Management per User/Device Subscription Renewal SW E-LTU	240	34.68	8,323.20
			\$121,367.78

Distribution / Billing Information

BUDGETED	ACTUAL	DIPS	PROJECT	TASK	ACCOUNT
141,620.00	121,367.78	580 14 00 142 1412			526021

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

Purchasing Guidelines:	\$ 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 to 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: 



Pricing Proposal
 Quotation #: 20609103
 Created On: 6/14/2021
 Valid Until: 7/9/2021

MARION COUNTY INFORMATION TECH

Inside Account Manager

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

Theadora Hayes
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-7441
 Fax:
 Email: Theadora_Hayes@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Micro Focus (Stack C) ZENworks Configuration Management per User/Device SW E-LTU Business Support Renewal microfocus - Part#: SP-AB882-RN Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 8010214 Coverage Term: 7/1/2021 – 6/30/2022	2158	\$20.02	\$43,203.16
2 Micro Focus (Stack C) GroupWise per Mailbox SW ELTU Business Support Renewal microfocus - Part#: SP-AB760-RN Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 8010215 Coverage Term: 7/1/2021 – 6/30/2022	1791	\$37.62	\$67,377.42
3 Micro Focus (Stack C) GroupWise Limited per Mailbox SW ELTU Business Support Renewal microfocus - Part#: SP-AB761-RN Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 8010216 Coverage Term: 7/1/2021 – 6/30/2022	280	\$8.80	\$2,464.00
4 Micro Focus (Stack C) ZENworks Configuration Management per User/Device Subscription Renewal SW E-LTU microfocus - Part#: MACZN1101MZ3D Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 8017964 Coverage Term: 7/1/2021 – 6/30/2022	240	\$34.68	\$8,323.20
Total			\$121,367.78

Additional Comments

Purchase orders and inquiries can be sent to the team at TeamOregon@shii.com.

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

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

GroupWise Messenger Conversation: 6/15/2021 8:37:50 AM

Participants: Cynthia Klein, Caleb Hollingsworth

Cynthia Klein (8:31:46 AM)

OK, so apparently those quotes "are correct". Would you please review.

Caleb Hollingsworth (8:32:16 AM)

already did yesterday

Caleb Hollingsworth (8:32:28 AM)

they are accurate and inline with what I sent them as a fix

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 # 8

Revision # 1

Revision Date

03/02/2021

Opportunity #

DASPS-2179-16

Contract Start Date

10/10/2016

Expiration Date

01/07/2022

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

Amendment #6 - allows a term extension to this Participating Addendum. The State of Arizona has also extended the NASPO Master Agreement with SHI until January 7, 2022. The NASPO Sourcing Team for SVAR ran a new solicitation and is currently in the middle of evaluating proposals.

[Buyer's Guide](#)

[Software License Agreements](#)

[Vendor Feedback Form](#)

Delivery Requirements

see PA

Payment Terms

Net 45

FOB

(Not Applicable)

Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	Commodity No. 208-11 IT Software Value Added Reseller (IT SVAR)	\$1.00

<p>Mandatory or Convenience Mandatory</p> <p>Minimum Order n/a</p> <p>Return Policy see PA</p> <p>Warranty see PA</p> <p>Best Value Analysis</p> <p>Freight / Surcharge</p> <p>Renewal Option</p>	<p>Current Amendment Value \$0.00</p> <p>Previous Contract Value \$1.00</p> <p>Current Amended Value \$1.00</p>
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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: 2176962

Master File: ORPIN-81104-15