



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/18/19

Department: Information Technology Agenda Planning Date: 9/12/19 Time required:

Audio/Visual aids

Contact: Scott Emry Phone: 503-588-7782

Department Head Signature: [Handwritten Signature]

TITLE Consider approval of a Blanket Purchase Order #881045 to CDW-G for Computer Hardware and Support purchases.

Issue, Description & Background Marion County IT Department purchases computer hardware and support services for the enterprise. Blanket Purchase Agreement #881045 is a simplified acquisition method to fill anticipated repetitive needs for hardware/software and support service purchases, for Fiscal Year 2019/20.

Financial Impacts: The not to exceed value of this blanket purchase agreement is \$300,000 which includes general computer hardware and support service purchases as well as Capital Improvement Project acquisition purchases.

Impacts to Department & External Agencies This agreement would simplify the acquisition of anticipated repetitive needs for computer hardware/software and support service purchases, enterprise-wide.

Options for Consideration: 1) Approve blanket purchase agreement #881045. 2) Withhold approval of blanket purchase agreement #881045.

Recommendation: Staff recommends approval of blanket purchase agreement #881045.

List of attachments: Blanket purchase agreement #881045.

Presenter: Scott Emry, IT Director/CIO

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

Copies to: Jacob Clotfelter, jclotfelter@co.marion.or.us Cynthia Klein, cklein@co.marion.or.us



Contract Review Sheet

Contract #: PO 881045

Person Sending: Cynthia Klein Department: IT

Contact Phone #: _____ Date Sent: Wednesday, September 4, 2019

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

Title: Purchase of Various IT Related Hardware and Services

Contractor's Name: CDW Government LLC

Term - Date From: Execution Expires: Jun 30, 2020

Contract Total: \$300,000.00 Amendment Amount: _____ New Contract Total: \$300,000.00

Source Selection Method: Cooperative Procurement (attach number) # SPA 5603

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:

CDW-G holds a state price agreement with the state of Oregon as a hardware value added reseller of IT equipment. Marion County uses this price agreement to purchase IT hardware supporting all departments of the county.

FOR FINANCE USE

Date Finance Received: _____ BOC Planning Date: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

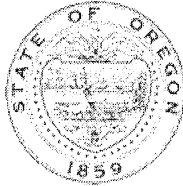
Finance - Contracts _____ Date _____ Risk Manager _____ Date _____

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 Hardware Value Added Reseller (IT HVAR)
 (Prod)



Supplier Address

CDW Government Inc.
 230 N. Milwaukee Ave.
 Vernon Hills, Illinois
 60061

Contact Rick Martinez
Phone 1 (847) 371-7182
Fax
Email richmar@cdw.com

<p>Contract # 5603 Amendment # 4 Revision Date 08/22/2019</p>
<p>Opportunity # DASPS-2143-15 Contract Start Date 09/25/2015 Expiration Date 12/30/2020 Supplier Number 2002</p>

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 #4 increases VCAF, clarifies Ordering Instruments and Payment Methods, adjusts pricing, extends term.
 Amendment #3 adds Federal terms and conditions, and extends term.
 Amendment #2 offers cost savings in several categories, better defines "Related Services", and extends the term.
 Amendment #1 extends term only.

Mandatory PO language, as follows:

This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon RFP DASPS-2143-15 and Price Agreement 5603. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.

Please see the PA 5603 Buyer's Guide for details on how to use this agreement. I recommend you hyperlink to it rather than to save a copy, that way each time you look, you will see the latest version.

EXHIBIT A PROVIDES IMPORTANT INFORMATION. There are five categories in the exhibit:

- **ExA-1 Categories:** The four primary and four secondary categories which establish the parameters of what can be purchased through the IT HVAR agreement.
- **ExA-2 Manufacturers:** The list of manufacturers currently available through the IT HVAR agreement.
- **ExA-3 Pricing Methodology:** The pricing structure.
- **ExA-4 Contract Management Services:** The services the IT HVAR will provide to Authorized Purchasers at no cost
- **ExA-5 Restrictions:** There are restrictions that are applicable to some Authorized Purchasers. See this list to see what applies to you.

Delivery Requirements n/a			
Payment Terms Net 30			
FOB (Not Applicable)			
Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	Commodity No. 204-53 Microcomputers, Desktop or Towerbased N/A for this phase.	\$1.00
Mandatory or Convenience Mandatory		Current Amendment Value \$0.00	
Minimum Order no minimum order		Previous Contract Value \$60,000,000.00	
Return Policy see section 3.4		Current Amended Value \$60,000,000.00	
Warranty see section 5.2.19			
Best Value Analysis			
Freight / Surcharge			
Renewal Option			

Trailer Comments

PRICING CATEGORIES:

Notebook / Mobile Devices, Desktop Computers, Servers & Server Management, Netcomm Products, Telephony, Data Storage / Drives, Enterprise Storage, Converged Infrastructure, Accessories, Cables, Carts and Office Equipment, Memory / System Components, Point of Sale/Data Capture, Power, Cooling, & Racks, Printing & Document Scanning, Video Projection & Pro Audio, Consumables, CDW Delivered Services / Parts, Services (Partner Delivered), Software

MANUFACTURERS:

10-10 COMPUTER SERVICES, 10TH MAGNITUDE, 1ST INTERNATIONAL, 2 POINT SOFTWARE, 21 T CONSULTING, 2FA, 2WIRE, 3D CONNEXION, 3D SYSTEMS, 3L OFFICE PRODUCTS, 3M, 3WARE, 4N2N, 4U SERVICES, 4XEM, 8X8, A E S P, A T CROSS, AASTRA TECHNOLOGIES, AB INITIO, ABEL, ABL CABLES, ABSOLUTE BATTERY, ABSOLUTE CONNECTIONS, ABSOLUTE SOFTWARE, AC COMPONENTS, ACANO, ACARD, ACCEL GRAPHICS, ACCELERA SOLUTIONS, ACCELL, ACCELSTAR, ACCESS 8, ACCESS DATA, ACCO BRANDS, ACCOLADE, ACCRETECH, ACCUFAX, ACCULOGIC, ACCUSCAN INSTRUMENTS, ACCUVANT, ACECAT, ACER, ACEYUS, ACI THIN CLIENT, ACI US, ACKNOWLEDGE, ACOM SOLUTIONS, ACOMDATA, ACP MEMORY

UPGRADES, ACQUITY GROUP, ACRONIS, ACTIFIO, ACTIONTEC ELECTRONICS, ACTIVCARD, ACTIVISION, ACUITY HOLDINGS, ADACOM, ADAPTEC, ADAPTIV SOFTWARE, ADARA NETWORKS, A-DATA TECHNOLOGY, ADC, ADDER, ADDONICS, ADESSO, ADI SYSTEMS, ADKINS RESOURCE SOFTWARE, ADKNOWLEDGE, ADMOR MEMORY, ADOBE, ADONIT, ADS TECHNOLOGIES, ADTEC, ADTECH GLOBAL SERVICES, ADTECH SYSTEMS, ADTRAN, ADVAN LCD, ADVANCED COMPUTER TECHNOLOGIES
ADVANCED DIGITAL SYSTEMS, ADVANCED INDUSTRIAL COMPUTER, ADVANCED LIGHTWAVE COMMUNICATI, ADVANCED LOGIC RESEARCH, ADVANCED MARKETPLACE, ADVANCED MEDIA SERVICES, ADVANCED MICROELECTRONICS, ADVANCED NETWORKX, ADVANCED SYSTEMS RESEARCH, ADVANTAGE LASER PRODUCT, ADVANTAGE OPTICS, ADVANTECH, ADVENT & ACCOUSTIC RESEARCH, ADVOTEK, AELITA, AEROHIVE, AEROSCOU, AFFINITY, AG NEOVO, AGAMI, AGENDA COMPUTING, AGFA, AGILENT, AGILYSYS, AHEAD SOFTWARE, AI SQUARED, AIO, AIMETIS, AIPEK, AIR DEFENSE, AIR MAGNET, AIRONET, AIRWATCH, AITECH, AIWA, AJA, ALAN COM, ALCATEL INTERNETWORKING, ALCHEMY SECURITY, ALCOM, ALCORN MCBRIDE, ALERA TECHNOLOGIES, ALESTRON, ALEXATECH INNOVATIONS, ALIEN SKIN SOFTWARE, ALIEN TECHNOLOGY, ALIPH (JAWBONE), ALK ASSOCIATES, ALLEN CORPORATION, ALLEN TELEPHONE, ALLIANCE FIBER OPTIC PRODUCTS, ALLIED ELECTRONICS, ALLIED TELESIS, ALLOY COMPUTER PRODUCTS, ALLROUND SOFTWARE, ALLSOP, ALWAYS TECHNOLOGY, ALPHA INSTALLS, ALPHA SOFTWARE, ALPS ELECTRIC, ALTA RESEARCH, ALTAVISTA, ALTEC LANSING, ALTEC SYSTEMS, ALTERA
ALTERNATIVE DATA TECHNOLOGY SE, ALTHON MICRO, ALTINEX, ALTOVA, ALURATEK, ALVARION, AMACOM, AMAZON, AMBICOM, AMBIR TECHNOLOGY, AMC OPTICS, AMC SYSTEM INTEGRATION, AMCONN, AMD, AMERICAN BUSINESS INFO, AMERICAN LOCKER SECURITY SYSTE, AMERICAN MEGATRENDS, AMERICAN MICROSYSTEMS, AMERICAN MONARCH BATTERY, AMERICAN SYSTEMS CORPORATION, AMP MODEMS, AMPEX, AMPHENOL, AMPLIFY, AMPLIFYNET, AMQUEST, AMREL SYSTEMS, AMX, ANALYSTS INTERNATIONAL, ANCHORPAD, ANDREA PRODUCTS, ANDREW, ANDREWS, ANGIA COMMUNICATIONS, ANNESE & ASSOCIATES, ANTEC, ANTHRO, ANYCOM, ANYTHING IT, AOC INTERNATIONAL, AOL, AON, AOPEN, APACER, APC, AFG, APHENOL CABLE, APOLLO, APPIAN, APPIAN GRAPHICS, APPLE, APPLICATION TECHNIQUES, APPLIED ENGINEERING, APPLIMATION, APPROVED MEMORY, APPSENSE, APRICORN, APRIVA, APRIVA CAC READER, APS POWER SYSTEMS, APS SOFTWARE, APS TECHNOLOGIES, APW PRODUCTS, AQCESS TECHNOLOGIES, ARAMG, ARBOR NETWORKS, INC, ARCADIA SOFTWARE, ARCHMAIL TECHNOLOGY, ARCHOS, ARCO, ARCSERVE, ARDHAM TECHNOLOGIES, ARECA, ARECA TECHNOLOGY, ARECONT
ARGUS ELECTRONICS, ARIES MANUFACTURING, ARISTA NETWORKS, ARISTON TECHNOLOGIES, ARLINGTON IMAGING SUPPLIES, ARMORACTIVE, ARRAY MICROSYSTEMS, ARRAY NETWORKS, ARTIST GRAPHICS, ARUBA NETWORKS, ARXSCAN, ASACA, ASANTE TECHNOLOGIES, ASCENDANT TECHNOLOGY, ASCOM, ASI, ASK SAM SYSTEMS, ASP COMPUTER, ASPECT COMMUNICATIONS GROUP, ASROCK AMERICA, ASTER, ASTRA DATA, ASTROCOM, ASTRONAUTICS, ASUS, ASYMETRIX, AT&T, AT-A-GLANCE CALENDERS, ATAPCO, ATDEC TECHNOLOGIES, ATEK ELECTRONICS, ATEMPO, ATEN TECHNOLOGIES, ATEONIX, ATHLON MICRO, ATKINS AFFIDIA, ATLAS COMMUNICATIONS TECHNOLOG, ATLAS SOUND, ATP ELECTRONICS, ATTACHMATE, ATTITASH SOFTWARE, ATTO TECHNOLOGY, ATX, AUDIO FIDELITY COMMUNICATIONS, AUDIOCODES, AUDIOVOX, AURAVISION, AURORA, AURORA SYSTEMS CONSULTING, AUSTIN HAYNE, AUSTIN JAMES, AUSTRALIAN MONITOR, AUTODESK, AUTOMATED QA, AUTOMATED SYSTEMS CONSULTING, AVANTOS PERFORMANCE SYSTEMS, AVAYA, AVC GLOBAL SERVICES GROUP, AVCOM, AVEPOINT, AVER INFORMATION INC, AVERATEC, AVERY DENNISON, AVG TECHNOLOGIES USA, AVI MIDWEST, AVID
AVIZIA, AVNET, AVOCENT, AVS TECHNOLOGIES, AXIAL, AXIOHM, AXIOM, AXIS, AXIS COMMUNICATIONS, AZERTY, AZTECH, AZURE SOLUTIONS, B & B ELECTRONICS, BAER CONSULTING, BAFO TECHNOLOGIES, BAL, BANCTEC, BANYAN, BARACODA, BARBARA THOMAS ENTERPRISES, BARCO, BARE BONES SOFTWARE, BARRACUDA NETWORKS, BARRISTER, BASF, BASIC NEEDS, BATES OFFICE SUPPLIES, BATTERY BIZ, BATTERY TECHNOLOGY, BATTERY UNIVERSE, BAUVILLE, BAY TECH, BBX TECHNOLOGIES, BEA SYSTEMS, BEAUTONE, BELDEN, BELKIN, BELL & HOWELL, BELL PHONES, BELLA, BELLAGIO DESIGNS, BELLMICRO SYSTEMS, BELLSTOR, BENCHMARK STORAGE INNOVATIONS, BENQ PERIPHERALS, BENWIN SPEAKERS, BERK-TEK, BEST DATA PRODUCTS, BESTRADE, BETIS GROUP, BETTER ON LINE, BETTIS GROUP, BEYERDYNAMIC, BEYOND IP, BFG TECHNOLOGIES, BIC PENS, BIG HAND, BIG ISLAND SOFTWARE, BINDVIEW, BIOLINK, BIRMY, BIT9, BITDEFENDER, BIXOLON, BLACK BOX, BLACK BOX NETWORK SERVICES, BLADELOGIC, BLOCK EYE, BLOCK PRODUCTS, BLOCKMASTER, BLUE ANT, BLUE CAT NETWORKS, BLUE COAT, BLUE MICROPHONES, BLUE OCEAN SOFTWARE
BLUE RIDGE TECHNICAL SERVICES, BLUE TECH, BLUEANT WIRELESS, BLUEBEAM SOFTWARE, BLUEFIRE SECURITY, BLUESOCKET, BMC SOFTWARE, BOCA RESEARCH, BODYGUARDZ, BOFFIN, BOGEN, BOMAR, BOND STREET, BOOKENDZ, BOOKMAKER, BOOMRACK, BOONE, BORDERWARE, BORLAND, BOSANOVA, BOSE, BOSTICH UTILITY SUPPLIES, BOSTON ACOUSTICS, BOUNDLESS, BOX, BOXLIGHT, BOXTONE, BPI SYSTEMS, BRADY INDUSTRIES, BRAINS II, BRANDT BOX-CENSUS, BRAVEN, BRAXTON-GRANT TECHNOLOGIES, BRAZOS TECHNOLOGY, BREEZECOM, BRENTHAVEN, BRETTFORD, BRIDGETTE, BRIDGEWAVE, BRIGH TECHNOLOGIES, BRIGHTSIGN, BRIGHTTECH, BRIMY, BROADWING TECHNOLOGY, BROCADE, BRODERBUND SOFTWARE, BROOKS POWER SYSTEMS, BROOKTROUT TECHNOLOGY, BROTHER, BRYAN VINCENT ASSOCIATES, BTC, BTO, BUD INDUSTRIES, BUENA VISTA HOME VIDEO, BUFFALO TECHNOLOGIES, BURSTEK, BUSH FURNITURE, BUSHNELL, BUSINESS COMPUTER PRODUCTS, BUSINESS IMAGING SYSTEMS, BUSINESS NETWORK CONSULTING, BUSLINK, BWM GLODAL, BYTE BROTHERS, BYTE-BY-BYTE LAB, BYTECC, C ITOH, C2G, CA, CA CATNGLO, CABLE ORGANIZER, CABLE SOLUTIONS, CABLE TALK
CABLES UNLIMITED, CACI - FEDERAL, CADOPIA, CAL AMP, CALABRIO, CALDERA, CALIFONE, CALLCOPY,

CALLUNA TECHNOLOGIES, CALRAD, CALZONE CASE, CAM GUARD SYSTEMS INC, CAMBRIDGE, CAMINOSOFT, CAN TECHNOLOGIES, CANON, CANOPUS, CANTATA, CANTO, CAPELLA TECHNOLOGIES, CAPSA SOLUTIONS, CAPSOFT, CARD ACCESS, CARDINAL TRACKING, CARDS CAN, CARLYLE, CAROUSEL INDUSTRIES, CARRIER ACCESS, CASCADE COMPUTER MAINTENANCE, CASE LOGIC, CASEEDGE, CASEEDGE FOXCONN, CASIO, CASTELLE, CASTLE ROCK COMPUTING, CASTLEWOOD TECHNOLOGIES, CATALYST TELECOM, CATBIRD NETWORKS, CATDV, CBeyond, CBM METAL INT'L, CCS PRESENTATION SYSTEMS, CCU, CD CYCLONE, CD PROJECTS CD CASES, CD3, CDW, CDW SERVICES, CEIVA, CEIVA LOGIC, CELESTICA, CELESTIX, CELLCRYPT, CELLULAR SERVICES, CENDYNE, CENTON ELECTRONICS, CENTRACOMM COMMUNICATIONS, CENTRAL COAST CCD, CENTRAL POINT SOFTWARE, CENTRIFY, CENTRONICS, CERAGON, CERTICOM, CESLESTICA SERVERS, CETECEA, CH PRODUCTS, CHAINTECH EXCEL, CHAMELEON CONSULTING, CHAMPION, CHASE RESEARCH, CHATSWORTH PRODUCTS, CHECK POINT SOFTWARE

CHEFETZ, CHELSIO, CHENBRO, CHERRY KEYBOARDS, CHIEF MANUFACTURING, CHIP PC INDUSTRIES, CHRISTIE PROJECTORS, CIE AMERICA, CIENA, CIPHERTRUST, CIPRICO SYSTEMS, CISCO, CITEL, CITIZEN AMERICA, CITO, CITRIX, CL COMMUNICATIONS, CLARENTNP, CLARY, CLASSLINK, CLEAR ONE, CLEARCUBE, CLEARCUBE TECHNOLOGY, CLEARONE, CLEARSWIFT, CLEARTYPE AMERICAN MAPS, CLICK 2 LEARN COM, CLICKFREE, CLICKNET SOFTWARE, C-LINE, CLINTON LEARNING SOLUTIONS, CLOCK AUDIO, CLOUD2SPEC, CLOVER, CLOVERHOUND, CMD TECHNOLOGY, CMS PERIPHERALS, C-NARIO, CNCTR RESOURCES, CNET, CNF, COBRA ELECTRONICS, COBRA HARD DRIVES, COBY, CODE CRAFTERS, CODE SCANNERS, CODEM, CODEX, CODI NOTEBOOK CASES, COGENT, COGNITIVE RECEIPT PRINTES, COLLIER COMPUTING, COLORGRAPHICS, COLORVISION, COLUMBIAN ENVELOPE, COLUMBITECH, COLUMN TECHNOLOGIES, COMM INTELLIGENCE, COMMAND COMMUNICATIONS, COMMERCIAL AND INDUSTRIAL, COMMERCIAL TELECOMMUNICATIONS, COMMSCOPE, COMMUNICATION CONTRACTORS, COMMUNICATION SPECIALISTS, COMMUNICATION TECH SERVICES, COMMUNICATION W&C, COMMUNICATIONS FIBER COMMVAULT, COMNET COMMUNICATIONS, COMPELLENT, COMPONENT ONE, COMPSEE, COMPUCAGE, COMPUCOM, COMPUCOVER, COMPU-DATA ELETCRONICS, COMPULINK, COMPU-LOCK, COMPUTER DATA SOURCE, COMPUTER INSTRUMENTS, COMPUTER NETWORK TECHNOLOGY, COMPUTER SECURITY SOLUTIONS, COMPUTER SERVICE TECHNOLOGY, COMPUTER SUPPORT, COMPUTER SYSTEMS INTEGRATORS, COMPUTING EDGE, COMPUWARE, COMTEQ FEDERAL, COMTREND, CONTROL, CONCEPT KITCHEN, CONCERT TECHNOLOGIES, CONDUSIV, CONEN, CONNECT 3D, CONNECT GLOBALLY, CONNECT TECH, CONNECTCOM, CONNECTIVITY WIRELESS, CONNECTOR RESOURCES UNLIMITED, CONNECTPRO, CONNECTRONICS, CONNER PERIPHERALS, CONNITIVE, CONQUEST, CONSENSYS, CONSULTEDGE, CONTEMPORARY COMPUTER SERVICES, CONTENT KEEPER, CONTENT WATCH, CONTEX, CONTI ELECTRIC, CONTINGENCY PLAN & OUTSOURCE, CONTOUR DESIGN, CONVENTUSORATIOM, CONVERGED SOLUTIONS, CONVERGENCE TECHNOLOGY CONSULT, CONVERGING TECHNOLOGIES, COOLER MASTER, COOLER MASTER USA, COPIA INTERNATIONAL, COPLOGIC, COPY PRO, CORE INTERNATIONAL, CORE SUPPORT SYSTEMS, CORE TECHNOLOGIES

CORE TECHNOLOGY SOLUTION GROUP, COREL, COREX TECHNOLOGIES, CORNEA SYSTEMS, CORNERSTONE IMAGING, CORNING, CORPORATE SOFTWARE SERVICES, CORSAIR, CORSAIR MICRO, CORTELCO, COSCO, COSMO, COVERTEC, COWON AMERICA, CP TECHNOLOGIES, C-PEN, CPI, CPT NETWORK SOLUTIONS, CRADLEPOINT, CRAY COMMUNICATIONS, CRAYOLA, CREATIVE BREAKTHROUGHS, CREATIVE DIGITAL RESEARCH, CREATIVE LABS, CREDANT TECHNOLOGIES, CREOSCITEX AMERICA, CRESTRON, CRIRICOM, CRITICOM, CROSSBEAM, CROSSCOM NATIONAL, CROSSROADS, CROSSTEC, CROWN AUDIO, CROWN SUPPLY, CRU, CRUCIAL TECHNOLOGY, CRU-DATAPORT, CRUZ, CRYKEY, CRYPTO, CRYSTAL GRAPHIC, CRYSTAL GROUP, CRYSTAL SERVICES, CSI, CTL, CTS, CTX TECHNOLOGY, CUBIX, CUMMINS, CUMMINS NPOWER, CURTIS MANUFACTURING, CURTIS-YOUNG, CUSTOM APPLICATIONS, CYBER ACOUSTICS, CYBER POWER, CYBERDATA, CYBERGUYS, CYBERLINK, CYBERNET MANUFACTURING, CYBERNETICS, CYBERVIEW TECHNOLOGY, CYBIOTRONICS, CYCLADES, CYCLONE COMPONENTS, CYGNION, DAEWOO ELECTRONICS, DAI NYPPON, DAISYTEK, DAKTECH, DALITE, DAMAC, DAMEWARE, DANKA, DATA ACCESSOR

IES

DATA LINK, DATA MANAGEMENT, DATA MANAGEMENT GROUP, DATA PLUS, DATA SERVICE, DATA SILO, DATA TECHNOLOGY, DATA TRANSLATIONS, DATA911, DATA CAL ENTERPRISES, DATACARD, DATACOM WIRELESS, DATA CORE, DATADESK, DATADIRECT, DATALOCKER, DATALOGIC, DATALUX, DATAMATION, DATAMAX, DATAPRODUCTS, DATARAM, DATAREMOTE, DATASHIELD, DATASOUTH, DATASTOR, DATASTORM TECHNOLOGY, DATAVAC, DATAVISION-PROLOGIX, DATAVIZ, DATAWATCH, DATAZONE, DAVIDSON & ASSOCIATES, DAZZLE, DC CONSULTING SERVICE, DC VALUE ADDED SERVICE TECH, DCA, DDB, DDD, DECISION ONE, DELCOM GROUP, DELKIN DEVICES, DELL COMPUTERS, DELORME, DELPHI RESEARCH, DELRINA TECHNOLOGY, DELTA MILLENIUM, DELTA WIRELESS, DELTEC, DEMICOM, DENSO, DEPLOYABLE SYSTEMS, DEPLOYMENT PARTNERS, DETTO TECHNOLOGIES, DEWALT, DEXXA MOUSE, DFI, DHL COMPUTERS, DIABLO, DIAGNOSTIC INSTRUMENT, DIALOGIC, DIAMOND FLOWER ELECTRONICS, DIAMOND MULTIMEDIA, DIAMOND SOFTWARE, DICAR NETWORKS, DICOTA, DIEHL GRAPHISOFT, DIFUSI, DIGI INTERNATIONAL, DIGICOM DIGITAL, DIGI-MEMO, DIGIPOS, DIGIPOWER

DIGITAL BUSINESS PRODUCTS, DIGITAL CRITERION, DIGITAL EQUIPMENT, DIGITAL INNOVATIONS, DIGITAL NETWORKS, DIGITAL PERIPHERAL SOLUTION, DIGITAL PERSONA, DIGITAL PRODUCTS, DIGITAL SOLUTIONS, DIGITAL STORAGE WORKS, DIGITAL SUPPLIES, DIGITAL SYSTEM RESEARCH, DIGITAL TIGER, DIGIUM, DIRECTPACKET, DISNEY COMPUTER RESEARCH, DIVERSIFIED SYSTEMS, DIVERSION TECHNOLOGIES, DJM TECHNOLOGY MANAGEMENT, DL WARREN, D-LINK, DLT SOLUTIONS, DNPG, DOCULEX, DOCUMAGIX, DOCUMENT CONVERSION ASSOCIATES, DOLMAN, DOT HILL SYSTEMS, DOUBLE TAKE/VISION

SOLUTIONS, DOUBLECASE, DOUBLESIGHT DISPLAYS, DPS, DPT, DR BOTT, DRAPER, DREAMGEAR, DRESSELHAUS, DROBO, DRUIDE, DRUVA, DT RESEARCH, DUKANE, DUO, DUP, DURABLE DISPLAY SYSTEM, DURACELL, DUSTSHIELD COMPUTER ENCLOSURES, DVD MOVIES, DVTEL, DYKNOW, DYMO, DYNAMETRIC, DYNAMIC PATHWAYS, DYNAPORT, DYNIC, DYNTEK, DYOXO VIDEO PRODUCTS, EA GAMES, E-ACADEMY, EARLY MORNING SOFTWARE, EASTMAN KODAK COMPANY, EATON, EBRY IT, ECHELON SYSTEMS, ECRIX, ECS COMPOSITES, EDGE TECH, EDGEWAVE, EDMARK, EDOCS AMERICA, EDP EDTECTRAIN CONSULTING, EDTRONIC INTERNATIONAL, EDU TEK LIMITED, EDUCATIONAL COLLABORATORS, EEYE DIGITAL SECURITY, EFFICIENT NETWORKS, EFI ELECTRONICS, EGAIN, EGENERA, EHELP, EICON TECHNOLOGY, EIGER LABS, EINSTRUCTION, EIZO NANA0, EL GATE SOFTWARE, EL GATO, ELDON, ELECTRICAL CONTRACTORS, ELECTRO VOICE, ELECTROPHYSICS, ELECTROVAYA, ELEMENTAL SOFTWARE, ELITE SCREENS, ELMERS GLUE PRODUCTS, ELMO PROJECTORS, ELO TOUCH SOLUTIONS, ELRON SOFTWARE, ELSA GRAPHICS, ELSINORE, ELTRON DIRECT, EMC, EMERALD NCE STORAGE SOLUTIONS, EMERGE TECHNOLOGIES, EMERGECORE NETWORKS, EMERGENT ONLINE, EMERGING SYSTEMS, EMFAST, EMJ SERVICES, EMULEX NETWORK SYSTEMS, ENABLING TECHNOLOGIES, ENAPTIVE, ENCORE SOFTWARE, ENDRUN TECHNOLOGIES, ENDURIC, ENDUST, ENERGIZER, ENERGY TECHNOLOGIES, ENFOCUS SOFTWARE, ENFORA, ENFRASTRUCTURE TECHNOLOGIES, ENGENIUS, ENGINEERING & PROFESSIONAL SRV, ENHANCED, ENHANCE-TECH, ENLIGHT, ENOVATE MEDICAL, ENOVATE MEDICAL SERVICES, ENSEMBLE DESIGN, ENSONIQ, ENTERPRISE CABLE SOLUTIONS, ENTERPRISE SOLUTIONS, ENTREGA ENVIROGEN INTERNATIONAL, ENVISION, ENVISION INNOVATIVE SOLUTIONS, ENVISION SOLUTIONS TECHN, ENVOY DATA, EPARTNERS, EPOCH UNIVERSAL, EPSON, EQUALLOGIC, EQUINOX SYSTEMS, EQUISYS ZETAFAIX, E-RAM, EREPLACEMENTS, ERGODEX, ERGOEXPRESS, ERGOTECH, ERGOTRON, ERICO, ERICOM, ERICSSON, ERIKSON CONSUMER, ERROR, ESCORT, ESET, ESKAPE LABS, ESKER, ESNA TECH, ESPO TECHNOLOGIES, ESSELTE, ESSEX, ESTERLINE, ESTEX MANUFACTURING, ESW ENCORE, ETERNAL GRAPHICS, ETHENTICA, EVAULT, EVERDREAM, EVERGREEN TECHNOLOGIES, EVERSUN TECHNOLOGIES, EVGA, EVOLIS, EW BRIDGE, EXACOM, EXAGRID, EXCELERATOR, EXCHANGETEK, EXIDE, EXINDA, EXP, EXPERT SOFTWARE, EXPRESS METRIX, EXTENDED SYSTEMS, EXTENSIS, EXTENSIVE TECHNOLOGIES, EXTERITY, EXTRAHOP, EXTREME NETWORKS, EXTREME TECHNOLOGIES, EXTRICOM, EXTRON, EXTRON ELECTRONICS, EYE-FI, EZ QUEST, EZM, EZ-MACHINES, EZONICS, F5 NETWORKS, FACILITIES CONNECTION, FALCONSTOR, FANTOM DRIVES, FANTOM MICRONET, FARALLON, FARGO, FARGO ELECTRONICS, FARONICS, FAST ELECTRONICS, FATPIPE NETWORKS, FAX BACK, FCL FEDCO ELECTRONICS, FEDTECH SERVICES, FELLOWES, FENESTRAE, FENITEK INDUSTRIES, FIBER CONNECTION (CUSTOM), FIBERDYNE, FIBERNETIX, FIELDSOLUTIONS, FILANET, FILEBOUND, FILEMAKER, FINGERWORKS, FINISAR, FIREEYE, FIREKING, FIRICH ENTERPRISES, FIRST INTERNATIONAL, FIRST INTERNATIONAL DIGITAL, FIRST MOBILE TECHNOLOGY, FIRST MOBILE TECHNOLOGY SERVIC, FISK ELECTRIC, FITBIT, FLEXERA SOFTWARE, FLEXTRONICS, FLIP, FLUKE INDUSTRIAL, FLUKE NETWORKS, FOCUS ENHANCEMENTS, FORCE 3, FORENSIC COMPUTERS, FORMAC, FORMWORKS, FORTE VIRTUAL REALITY PRODUCTS, FORTINET, FORTRES GRAND, FORTRESS TECHNOLOGY, FORWARD EDGE, FOURIER, FRACTAL DESIGN, FRANKLIN COVEY, FRANKLIN ELECTRONIC PUBLISHERS, FRANZUS, FREEDOM 4 WIRELESS, FREEDOM 9, FRESH TECHNOLOGY, FRIENDLY COMPUTER SERVICES, FRONTIER TECHNOLOGIES, FRONTRANGE, F-SECURE, FSP GROUP, FTP SOFTWARE, FUJIFILM, FUJITSU, FUJITSU CONSULTING, FULGO, FUNK SOFTWARE, FUSION IO, FUTURA, FUTURE DOMAIN, FUTURE VISION, FUTUREKIDS, FWB, G7 PRODUCTIVITY SYSTEMS, GADZOOX NETWORKS, GAITRONIC, GAI-TRONICS GALAXY, GALLEON, GAMBER JOHNSON, GAMMALINK, GAMMATECH, GANDALF PREMIER, GARMIN, GATEWAY, GBC, GCC TECHNOLOGIES, GD ITRONIX, GDT SOFTWORKS, GEFEN, GEIST PLASTICS, GEMALTO, GEMINI PRODUCTS, GENERAC, GENERAL DATACOMM, GENERAL DYNAMICS, GENERAL ELECT CONSUMER ELECT, GENERAL ELECTRIC, GENERAL IMAGING, GENERAL RIBBON, GENERAL WIRE, GENERIC CABLES, GENERIC PRODUCTS, GENETEK MARKETING, GENEVA, GENEVALOGIC, GENILOGIX, GENIUS, GENNUM, GENOA SYSTEMS, GENOVATION, GEO, GEORGE P MARIS WORLD CLASS IN, GEOVISION, GESTETNER, GETAC, GFI SOFTWARE, GGI INTERNATIONAL, GIGA-BYTE, GIMPEL SOFTWARE, GIZMAC, GK HOLDINGS, GLAREGUARD MONITOR, GLOBAL INDUSTRIES, GLOBAL KNOWLEDGE, GLOBAL MARKETING PARTNERS, GLOBAL MOUNTING SOLUTIONS, GLOBAL TECHNOLOGY RESOURCES, GLOBAL VILLAGE COMMUNICATION, GLOBAL WIRELESS DATA, GLOBALSCAPE, GLOBALTECH AC, GLOBANET CONSULTING SERVICES, GNET, GO GEAR, GOAMERICA COMMUNICATIONS, GOGUARDIAN, GOLD SYSTEMS, GOLDENRAM, GOLDMINE SOFTWARE, GOLDSTAR, GOLDTOUCH TECHNOLOGIES, GOOD HARVEST, GOOD HARVEST MARKET GOOD TECHNOLOGY, GOOGLE, GOPRO, GOULD PLASTICS, GOVERNMENT, GOVIDEO, GOVPLACE, GPS FREIGHT, GRAFTEK, GRAINGER, GRAMMAGRAPHX, GRANDSTREAM, GRANDTEC USA, GRANGER EQUIPMENT, GRAPHIC ARTS TECHNOLOGY, GRAPHIC SIMULATIONS, GRAPHIC UTILITIES, GRAYBOW COMMUNICATIONS GROUP, GREAT AMERICAN ENTERPRISE, GREAT LAKES CASE, GREEN ONIONS SUPPLY, GREEN PAGES, GREENLEE, GREENLEE TEXTRON, GRETAGMACBETH, GREYSTONE, GRIFFIN TECHNOLOGY, GRIP GEAR, GRIPCASE, GSI, G-TECH, GTEL PAYPHONES, GUARDIAN EDGE, GUARDIAN ON BOARD, GUILLEMONT, GUMDROP CASES, G-VISION, GYRATION, H45 TECH DRIVE SOLUTIONS, HAICOM, HAIER COMPANY, HAIVISION, HALLMARK, HAMA PVAC, HAMILTON-BUHL, HAMMOND MANUFACTURING, HANDEHOLDER PRODUCTS, HANDERA, HANDMARK SOFTWARE, HANSOL, HAPARA, HARDIGG, HARDTAPE, HARGER, HARMAN KARDON, HARRIS, HARTFORD COMPUTER, HARTFORD COMPUTER GROUP I, HARTFORD COMPUTER RENTAL COMP, HAUPPAUGE, HAVERFORD SYSTEMS, HAVIS, HAWKING TECHNOLOGIES, HAYES MICROCOMPUTER PRODUCTS, HBSCS, HBO CABLE MANUFACTURER, HCO MEMORY, HD COMMUNICATIONS, HEIDELBERG

HEISEI ELECTRONICS, HENGE DOCKS, HENKELS & MCCOY, HERCULES COMPUTER TECH, HEWLETT PACKARD ENTERPRISE, HEWLETT-PACKARD, HI-CAPACITY, HID, HIGH TIDE TECHNOLOGY, HIGH WIRE NETWORKS, HIGHPOINT TECHNOLOGIES, HI-PRO, HIRSCHMANN, HIT SOLUTIONS, HITACHI, HITACHI DATA SYSTEMS, HITACHI PROJECTORS, HI-VAL PRODUCTS, HOFFMAN ENCLOSURES, HOLMES, HOMACO, HON, HONEYWELL, HONEYWELL BATTERIES, HOUGHTON-MIFFLIN INTERNATIONAL, HOUSE OF DOOLITTLE, HP INC, HPA, HTC, HUBBELL PREMISE WIRING, HUGHES NETWORK SYSTEMS, HUMAN CIRCUIT, HUMAN CONCEPTS, HUMANSCALE, HUMMINGBIRD, HUNTER MEDIA, HYPERCOM, HYUNDAI ELECTRONICS, I O, IBICO, IBIZ, IBM, IBM SERVICES, IBOS, IBRANDS, ICC PRODUCTS, ICEBERG, ICHIBAN, ICON GRAPHIX, ICV SOLUTIONS, I-DATA, IDEA ASSOCIATES, IDEAL INDUSTRIAL TOOL, IDEALIS, IDEALSTOR, IDEAZON, IDENTIPHI, IDENTIX, IDERA SOFTWARE, IDX, IE, IEE, IFOUNDRY SYSTEMS, IGEL TECHNOLOGY, IGO, IYAMA, I-JAM, IKEY, ILLINOIS MARKING & SEALING, IMAGE SMITH, IMAGECOM, IMAGING SYSTEMS DBA IDT, IMAGISTICS, IMAGITEK
IMATION, IMI SPECIAL ORDERS, IMO MFG, IMPACT BUSINESS GROUP, IMPACT INNOVATIONS, IMPERVA, IMPRESO, IMPRIVATA, IMPROVE IT TECH, IMSI, IN SYNC SYSTEMS, INBIT, INCIPIO, INCLOSE, INDIANA CASH DRAWER, INDUSTRIAL CUSTOM PRODUCTS, INDUSTRIAL RACK, INDUSTRY WEAPON, INETCAM, INETWORKS SERVICES, INFASSURE, INFINITE PERIPHERALS, INFINITE TECHNOLOGIES, INFINITY SOFTWARES, INFOBLOX, INFOCASE NOTEBOOK CASES, INFO-COP, INFOCUS, INFOLOGIX SYSTEMS, INFOPRINT, INFORMA SOFTWARE, INFORMATION MANAGEMENT SYS, INFORMIX, INFORTREND, INFOSEEK, INFOTREND TECHNOLOGY, INFOWAVE, INFRAGISTICS, INFRANT, INFRANT TECHNOLOGIES, INFRASTRUCTURE SOLUTION &TECH, INFRASYSGROUP, INGENICO, INGRAM MICRO, INITIO, INMOTION, INNOGEAR, INNOMEDIA, INNOVATION FIRST, INNOVATIVE, INNOVATIVE SECURITY PRODUCTS, INNOVENTIONS, INNOVERA, INNOVUS, INOVA, INSET SYSTEMS, IN-SHORE TECHNOLOGIES, INSIDER SOFTWARE, INSIGHT DEVELOPMENT, INSTALLS, INTACT INTEGRATED, INTECHRA, INTEGER WIRELESS, INTEGO, INTEGRAL, INTEGRATED COMMUNICATION NETWO, INTEGRATED MICRO SOLUTIONS
INTEGRATION TECHNOLOGIES GROUP, INTEGRIAN, INTEL, INTELIDATA, INTELICOM, INTELLIGENT COMPUTER SOLUTIONS, INTELLITRACK, INTELOGIS POWERLINE NETWORKING, INTER TEL, INTERACTIVE MEDIA, INTERACTIVE SOLUTIONS, INTEREX COMPUTER PRODUCTS, INTERGRAPH, INTERLINK COMMUNICATION SYS, INTERLINK ELECTRONICS, INTERMEAD, INTERNATIONAL JENSEN, INTERNATIONAL THOMSON, INTERNET APPLIANCE, INTERNET CONNECTIVITY GROUP, INTERPHASE, INTER-TEL HEADSETS, INTERVIDEO, INTIMUS, INTRANETICS, INTRASERVER TECHNOLOGY, INTRUSION SOFTWARE FIREWALLS, INTRUSIONCOM, INTUIT, INTUSION, INVISO CORPORATION, IN-WIN DEVELOPMENT, IOGEAR, IOLO TECHNOLOGIES, IOMAGIC, ION, IOSAFE, IP CONFIGURE, IP DATASYSTEMS, IPSWITCH, IPEVISION, IQ NETSOLUTIONS, IQINVISION, IREZ, IRIDIAN TECHNOLOGY, IRIS, IRIVER, IRMA, IROCK, IRONBRICK ASSOCIATES, IRONPORT APPLIANCES, IRWIN MAGNETIC SYSTEMS, ISC, ISG TECHNOLOGY, ISI RESEARCHSOFT, ISICAD, ISTAR, IT INFUSION, IT MANTRA, IT MISSION, IT XCHANGE, ITAC, ITAO, I-TECH, ITEMIZE TECHNOLOGIES, ITHACA, ITS PARTNERS, IXIA, IXMICRO
IZCOM, JABRA, JACADA, JACO, JADE SYSTEMS, JAMF SOFTWARE, JANAM TECHNOLOGIES, JAOTECH, JASMINE MULTIMEDIA, JATON, JAVELIN SYSTEMS, JAWBONE, JAZ MULTIMEDIA, JAZZ, JBL MULTIMEDIA SPEAKERS, JDSM, JELCO, JENESIS, JENSEN TOOL, JES HARDWARE, JETBRAINS, JETFILL, JIS, JMR, JNI, JPMA SERVICES, JUNIPER NETWORKS, JUNXION, JVC, K & L MANUFACTURING, K4 SOLUTIONS, KABA MAS, KACE, K Aidan, KAJEET, KANGURU, KANTEK, KAO INFOSYSTEMS, KARBAN SYSTEMS, KASPERSKY LAB, KB GEAR, KBS COMPUTER SERVICES, KBYTE, KDS, KEMP TECHNOLOGIES, KENDALL HOWARD, KENNETH COLE NOTEBOOK CASES, KENSINGTON, KENTROX, KENWOOD TECHNOLOGIES, KERIO, KEY OVATION, KEY TRONIC, KEYSKAN, KEYSTONE LEARNING SYSTEM, KIDZMOUSE, KINESIS, KINGSTON, KINGWIN, KINNEY GROUP, KINTRONICS, KINYO, KJ, KLEIN, KNOWLEDGE, KNOWLEDGENET, KOBAIN, KODAK, KODAK SCANNERS, KOFAX, KONEXX, KONFTEL, KONICA MINOLTA, KONY, KO-REC-TYPE, KOSS, KOVA, KPS AMERICA, KRAMER, KRAMER ELECTRONICS, KRAZY KLASSY KOVERS, KRONE, KROY, KRYOTECH, KSI, KT INTERNATIONAL, KURTA INPUT SYSTEMS
KYE INTERNATIONAL, KYOCERA, L, LABEL ACCESSORIES, LABELON, LAN SYSTEM DESIGN, LANART, LANDESK SOFTWARE, LANDSCOPE, LANDWARE, LANIER COPIER, LANNER ELECTRONICS, LANOVATION, LANSOURCE, LANTRONIX, LAPIS SOFTWARE, LAPLINK, LAPTOP DESIGN USA, LAPTOPUNIVERSE, LARGAN, LARSCOM, LASER CARTRIDGE SERVICES, LASERBIT, LASERLINE, LASERMASTER, LASERMAX ROLL SYSTEMS, LAVA COMPUTERS MANUFACTURING, LAVASOFT, L-COM, LEADTEK RESEARCH, LEAP FROG, LEATHERCRAFT, LEATHERMAN, LEAVITT COMMUNICATIONS, LEBENSON ADVANCED SYSTEMS, LEC SERVICES, LEDGEVIEW PARTNERS, LEE HARTMAN AND SONS INC, LEGACY, LEGENDCORP, LENMAR ENTERPRISES, LENOVO, LETS THINK WIRELESS, LEVEL 3 AUDIO VISUAL, LEVEL 9 SOUND DESIGNS, LEVITON, LEXIS NEXIS, LEXMARK, LEXTECH GLOBAL SERVICES, LEXWIPE, LG ELECTRONICS, LG ERICSSON, LIBERTY, LIEBERT, LIFESIZE COMMUNICATIONS, LIFESTYLE SOFTWARE GROUP, LIFEVIEW, LIGHTHOUSE, LIGHTHOUSE COMPUTER SERVICES, LIGHTPOINTE, LIGHTRIVER TECHNOLOGIES, LIGHTSPEED SYSTEMS, LIND ELECTRONICS, LINK TECHNOLOGIES, LINKSYS, LINOTYPE PRODUCTS
LIQUID PC, LIQUIDWARE LABS, LITE-ON, LITE-ON ENCLOSURE USE, LITE-ON TECHNOLOGY, LITRONIC, LITTLE BROWN & COMPANY, LIVESCRIBE, LOB TECHNOLOGIES, LOCKNCHARGE, LOCUS USA, LOEWPRO, LOFTWARE, LOGIC CONTROLS, LOGIC SUPPLY, LOGICAD 3D, LOGICAL BUSINESS SOLUTION, LOGICAL CHOICE TECH SERVICES, LOGICAL CHOICE TECHNOLOGIES, LOGICAL MAINTENANCE SOLUTIONS, LOGICSONE, LOGICUBE, LOGITECH, LOGIXML, LONE WOLF SOFTWARE, LONELY PLANET, LOWRANCE, LSI LOGIC, LTECH NETWORK SERVICES, LTI DATACOMM, LUCAS ARTS, LUCENT TECHNOLOGIES, LUMENS

INTEGRATION, LUMENSION SECURITY, LUMIGENT TECH, LYRRUS, M, M&A COMPUTERS, M&B MACHINE, MACALLY, MACE GROUP, MACE POINT, MACH7, MACLOCKS, MACON, MACPROFESSIONALS, MACROVISION, MACSENSE, MADGE NETWORKS, MAG, MAG INNOVISION, MAGELLAN, MAGNA, MAGNASONIC, MAGNAVOX, MAGTEK, MAJOR CUSTOM, MAKERBOT, MALWAREBYTES, MAN & MACHINE, MANAGED TECHNOLOGY PARTNERS, MANGO, MANIAC, MANTECH, MARATHON COMPUTERS, MARCONI, MAREX GROUP, MARGI, MARKERTEK, MARKEY'S VIDEO IMAGES, MARKZWARE, MARSHAL, MARSHALL ELECTRONICS
MARTIN YALE, MARVEL FILE CABINETS, MARWARE, MASTER COUNSEL TECHNOLOGIES, MASTER MANUFACTURING, MASTERLOCK, MATHSOFT, MATIAS, MATRIX 42, MATROX, MATTEL SOFTWARE, MATTERFORM, MATX, M-AUDIO, MAX DISPLAYS, MAX OFFICE SUPPLIES, MAXELL, MAXGATE, MAXINTERNET, MAXISWITCH, MAXON, MAXOPTIX, MAXRAD, MAXSPEED, MAXTECH, MAXTEXH, MAYLINE GROUP, MCAFEE, MCDATA, MCK COMMUNICATIONS, MCM ELECTRONICS, MCS OF TAMPA, MCSI, MECO IMAGINE, MEDEA, MEDIA 100, MEDIA SYNERGY, MEDIAFORM, MEDIAFOUR, MEDIAMOUNTS, MEDIANT, MEDIA-X, MEET ME IN THE CLOUD, MEGAHERTZ, MEGARAID, MELILLO CONSULTING, MELLANOX, MEMORY PRODUCTS AND MORE, MEMORY PRODUCTS MULTI-MFG, MEMORY UPGRADES, MEMPLUG, MEPOENT-MEDIASOLUTIONS, MERCURY, MERIDIAN, MERRILL & ASSOC, MERU NETWORKS, METALOGIX, METRO DATA VAC, METRO DATA-VAC, METROPOLITAN SALES-ELO, METROWERKS SOFTWARE, MGE UPS SYSTEMS, MICHAEL BRINEY, MICOM, MICPLE COMM, MICRO COMPUTER CONTROL, MICRO CONNECTORS, MICRO FOCUS, MICRO INNOVATIONS, MICRO INTEGRATION, MICRO TECH MERCHANTS, MICRO TECHNOLOGY
MICRO VISION DEVELOPMENT, MICROAGE, MICROBOARD RIMAGE, MICROCOM, MICROCOMPUTER ACCTG SYS, MICRODESIGN, MICROEDGE, MICROFLECT, MICROLITE, MICROLYTIC, MICROMAT, MICRON SEMICONDUCTOR, MICRONIS, MICROPOLIS, MICROPRECISION SOFTWARE, MICROREF, MICROSOFT, MICROSOLUTIONS, MICROSPEED, MICROSPOT, MICROSTAR, MICROTAC, MICROTECH, MICROTEST, MICROTTOUCH SYSTEMS, MICROVISION, MICWIL COMPUTER CONSULTING, MID SOUTH GRAPHICS, MIDDLEATLANTIC, MIDILAND SPEAKERS, MIDISOFT, MIGO, MILAN TECHNOLOGY, MILESTONE, MILESTONE SYSTEMS, MILGO, MILTOPE, MIMO, MIND PATH TECHNOLOGIES, MINDJET, MINDS AT WORK, MINET, MINITAB SOFTWARE, MINUTEMAN, MIRACLE BUSINESS, MISFIT, MISSION CRITICAL WIRELESS, MITA, MITAC, MITEL, MITSUBISHI, MITSUI ADVANCED MEDIA, MMD SINGAPORE PTE, MMF DESK AND WALL SIGNS, MMH SERVICES, MOBILE CROSSING, MOBILE EDGE, MOBILE INSTALLATION TECHNOLOGI, MOBILE IRON, MOBILE OFFICE DESIGNS, MOBILEMARK, MOBILITY, MOD TAP, MODATECH SYSTEMS INTERNATIONAL, MODEL OFFICE, MOHAWK, MOLEX, MOLEX PREMISE NETWORKS, MOMENTUM, MONARCH
MONORAIL COMPUTER SYST, MONSTER CABLE, MOORE MAP MARKING PINS, MOPHIE, MORDX IDBN, MORGEN INDUSTRIES INC, MORRIS INDUSTRIES, MOTION COM, MOTION COMPUTING, MOTION SYSTEMS, MOTOROLA, MOTOROLA MESH NETWORKS, MOTOROLA SOLUTIONS, MOTOROLA WIRELESS, MOTOROLA-UDS, MOUSE PLUS, MOUSE SYSTEMS, MOVERO, MOVIEW, MOXA TECHNOLOGIES, MPC, MPEG-TO-GO, MPI TECHNOLOGIES, MRV COMMUNICATIONS, M-S CASH DRAWERS, MSI COMPUTER, MSN COMMUNICATIONS, MTI INTERACTIVE, MTI WIRELESS, MTM, MTX AUDIO SPEAKERS, MULTILASER REMANUFACTURE TONER, MULTITECH SYSTEMS, MULTI-TECK LLC, MURATA, MURATEC, MUSHKIN, MUSICTELECOM, MUSICWARE, MUSTEK, MUTARE, MUXLAB, MYLEX, MYRICOM, MYSOFTWARE, MYSQL, MYTHICS, NAKAGAWA MANUFACTURING, NAKAJIMA, NAKAMICHI, NANGO, NASHUA, NATIONAL INSTRUMENTS, NATIONAL SERVICE CENTER, NATIONAL SERVICE SOURCE, NATURAL MICRO SYSTEMS, NAVIGATOR, NAVIGON, NAVMAN, NBASE SOFTWARE, NCIPHER, NCOMPUTING, NCR, NCR SERVICES, NDC COMMUNICATIONS, NDSSI, NEAT RECEIPTS, NEATPATCH, NEC, NEOPOINT, NEOPOWER, NEOSCALE SYSTEMS, NEOWAVE, NER DATA
NERO, NET 2 PHONE, NET SUPPORT, NET TV, NETACCESS, NETACCESS COMMUNICATIONS, NETALOG, NETAPP, NETBRAIN, NETCENTRICS, NETCOM, NETCOM LEARNING INC-NY, NETEXPAND, NETEZZA, NETFORENSICS SECURITY SOFTWARE, NETG, NETGEAR, NETIER, NETMOTION, NETOP, NETOPIA, NETOPTICS, NETPRO, NETQ MULTIMEDIA COMPANY, NREACH, NETRIX, NETSCOUT, NETSOFT, NETSUPPORT, NETWAVE - FORMERLY XIRCOM, NETWORK RESOURCES, NETWORKOLVES, NETWORK AMERICA, NETWORK AUTOMATION, NETWORK COMPUTING, NETWORK DYNAMICS, NETWORK ENGINES, NETWORK INFRASTRUCTURE, NETWORK INSTRUMENTS, NETWORK INTEGRATION, NETWORK PARTNERS, NETWORK PERIPHERALS, NETWORK RESOURCE TECHNOLOGIES, NETWORK TECHNOLOGIES, NETWORK TECHNOLOGIES INT, NETWORKED EDUC TECHNOLOGIES, NETWORKED EDUCATIONAL TECHNOLO, NETWORKING TECH AND SUPPORT, NETWORKING TECHNOLOGIES & SUPP, NETX, NEURO LOGIC, NEUXPOWER, NEW AGE ELECTRIC, NEW MEDIA, NEW PARTNER EXCEPTION PURCHASE, NEW WORLD COMPUTING, NEWBOLD, NEWBRIDGE, NEWCOM, NEWELL OFFICE PRODUCTS, NEWER TECHNOLOGY, NEWGEN SYSTEMS, NEWISYS, NEWMAR, NEWPOINT
NEWSOFT, NEWTECH INFOSYSTEMS, NEWTEK, NEWTON, NEWTON PERIPHERALS, NEX CONCEPTS, NEXGEN STORAGE, NEXIAN, NEXICORE SERVICES, NEXIENT, NEXTCELL, NEXTEL, NEXUS, NEXUS ON DEMAND, NHC COMMUNICATIONS, NIAGARA, NICE CALL RECORDING SOLUTIONS, NICEWEAR, NIKO ELECTRONICS, NIKON, NIMAX-MS CASH DRAWERS, NIMBLE STORAGE, NINTENDO, NITROPDF, NLYNX, NMB TECHNOLOGIES, NMS COMM, NO OVERHEAD COMPUTING, NOBLE SECURITY SYSTEMS, NOETIX VIEWS, NOGATECH, NOKIA, NOMADIC, NOMADIX, NOMAF, NORCENT TECHNOLOGY, NORDX, NORTECH SYSTEMS, NORTHERN PARKLIFE, NORTHSTAR, NOTEWORTHY BY CMS, NOVA DEV ART EXPLOSION, NOVACOAST, NOVASTOR, NOVATEL, NOYES, NSM, NSM MERCURY, NSTOR HARD DRIVE SOLUTIONS, NSYNC SERVICES, NTP SOFTWARE, N-TRON, NUANCE COMMUNICATIONS, NU-DELL MANUFACTURING, NUKOTE, NUMARA, NUMBER FIVE SOFTWARE, NUMBER NINE VISUAL TECHNOLOGY, NUMONICS, NUREALITY, NUSOFT SOLUTIONS, NUTANIX, NUVISION TECHNOLOGIES, NVIDIA, NYLNX SYSTEMS, OCLI, OCZ, ODYSSEY COMPUTING, OFFICE IMPRESSIONS, OFFICE MACHINES,

OFFICE SECURITY, OGIO, OK INDUSTRIES, OKI
OLIVETTI, OLYMPUS AMERICA, OMNI DATA, OMNI MOUNTS, OMNICOMP GRAPHICS, OMNIMOUNT SYSTEMS,
OMNIPRINT, OMNISKY, OMNITRON SYSTEMS, OMNIVEX, OMTOOL SOFTWARE, ON DEMAND SOFTWARE, ON
HOLD, ONE TRIPP LITE IBM UPS, ONE WRITE, O'NEIL, O'NEILL PRINTERS, ONELOGIN, ONSET
TECHNOLOGY, ON-SITE SET-UP, ONSSI, ONSTREAM, ONTRACK SOFTWARE, OPCODE SYSTEMS, OPEN ROUTE
NETWORKS, OPEN SYSTEMS, OPEN SYSTEMS TECHNOLOGIES, OPEN TEXT, OPEN TIP, OPENDNS, OPTI UPS,
OPTICA TECHNOLOGIES, OPTICAL LASER, OPTICON, OPTIMA, OPTOMA TECHNOLOGY, OPTUS, ORA,
ORACLE, ORANGE MICRO, OREGON SCIENTIFIC, O'REILLY, OREX, ORION VISUAL EQUALIZER, ORITRON,
ORNETIX, ORTHOGON, ORTRONICS, OSICOM TECHNOLOGIES, OSISOFT, OSITECH COMMUNICATIONS,
OSITIS, OSPREY VIDEO, OTTERBOX, OUTPUT TECHNOLOGY, OUTSOURCING UNLIMITED, OVERDRIVE PC,
OVERLAND, OXFORD UNIVERSITY PRESS, P4 PERFORMANCE MANAGEMENT SERV, PAC INTEGRATIONS,
PACER, PACIFIC DATA, PACIFIC DESIGN, PACIFIC DIGITAL, PACIFIC IMAGE ELECTRONICS, PACIFIC
MICRO, PACKAGING STRATEGIES, PACKETEER, PAESSLER, PAGEMART
PALADIN, PALIT MULTIMEDIA, PALM, PALMONE, PALO ALTO, PALOMAR DISPLAY PRODUCTS, PANAFAX,
PANAMAX, PANASONIC, PANDA SOFTWARE, PANDUIT, PANGEA NETWORKS, PANINI, PANOLOGIC, PANORAM
TECHNOLOGY, PANTONE, PANURGY, PAPER MANUFACTURER, PAPERMATE WRITING UTENSILS, PAR
TECHNOLOGIES, PARACOMP, PARACON, PARADIGM, PARADIGM TECHNOLOGY, PARADYNE, PARAGON,
PARAGRAM, PARALLELS, PARCO WIRELESS, PARIS BUSINESS PRODUCTS, PARK PLACE TECHNOLOGIES,
PARROT, PARTNER RESTRICTED TO FEDERAL, PARTNER TECH, PARTNERTECH, PATIENTSAFE, PATRIOT
MEMORY, PATTON & PATTON SOFTWARE, PATTON ELECTRONICS, PAYPAL, PC AMERICA, PC AVENUE, PC
CONCEPTS, PC POWER AND COOLING, PC SOLUTIONS, PC TREASURES, PC WARE INTERNATIONAL, PC
WHOLESALE EXCLUSIVE, PCMS IT ADVISOR GROUP, PCR, PDE TECHNOLOGIES, PDI, PEACHPIT PRESS,
PEARSON TECHNICAL SOFTWARE, PEAVEY, PEEK, PERLESS, PEGASUS, PEGASUS IMAGING, PEGASUS
WIRELESS, PELCO PRODUCTS, PELHAM SLOANE, PELICAN, PELICANMOBILE RUGGED INTEGRATI,
PENDAFLEX, PENGO COMPUTER ACC, PENGUIN COMPUTERS, PENPOWER
PENTAX TECHNOLOGIES, PEPPERDASH TECHNOLOGY, PEPPERWEED CONSULTING, PERCON, PEREGRINE
SOFTWARE, PERFECT DATA, PERFECT PATCH, PERFICIENT, PERFORMANCE TECHNOLOGY, PERLE SYSTEMS,
PERMA POWER, PERSEUS DEVELOPMENT, PERSISTENT SYSTEMS, INC, PERSYSTENT TECHNOLOGIES,
PERVERSIVE SOFTWARE, PEXAGON TECHNOLOGY, PEXIP, PGA, PHARMEX, PHAROS, PHD TECHNOLOGIES,
PHILIPS, PHOBOS, PHOENIX TECH, PHONEFACTOR, PHT, PI ENGINEERING, PICAZO COMMUNICATIONS,
PICO COMMUNICATIONS, PICTURETEL, PIERSON CONSULTING CO, PINNACLE MICRO, PINNACLE SYSTEMS,
PIONEER, PIONEER NEW MEDIA TECHNOLOGY, PIPELINE, PITNEY BOWES, PIVOT3, PIXEL, PIXEL
PERFECT, PIXELINK, PIXIE, PK ELECTRONICS, PKWARE, PLAINTREE SYSTEMS, PLAN B TECHNOLOGIES,
PLANAR, PLANO, PLANON, PLANTRONICS, PLASMON, PLATESCAN, PLATYPUS TECHNOLOGY, PLAY, PLI,
PLUG-IN STORAGE SYSTEMS, PLUS, PLUS DEVELOPMENT, PLUSTEK, PNY TECHNOLOGIES, POCKET
EXPRESS, POINT SOFTWARE, POINTCAST PRODUCTS, POKETEK, POLARIS DIGITAL SYSTEMS, POLAROID,
POLYCOM, POLYPHASER, PORTRAIT DISPLAY LABS, PORTSMITH, POSH
POSIFLEX, POSITIVE TECHNOLOGY, POS-X, POWER GROUP ASSOCIATES, POWER SECURITY, POWER USER
DESKTOPS, POWER USER SYSTEMS, POWERCOLOR, POWERCOLOUR COMPUTER, POWERDSINE, POWERFILE,
POWERLEAP, POWERLINE, POWER-SONIC, POWERTECH ANTENNAS, POWERUSER MEMORY, POWERVAR,
PRAGMATIC WORKS CONSULTING, PRECISE BIOMETRICS, PREEMPTIVE SOLUTIONS, PREH ELECTRONICS,
PREMIER MOUNTS, PREMIER SOUTHERN TICKETS, PRETEC, PRH, PRIAM, PRIMARY SIMULATION, PRIMATE
SYSTEMS, PRIMAVERA, PRIMAX ELECTRONIC, PRIME IMAGING PRODUCTS, PRIMEARRAY SYSTEMS,
PRIMERA, PRINCETON GRAPHICS, PRINT SOLV, PRINTEK, PRINTLOGIC, PRINTOMIX, PRINTRONIX, PRISM
LITIGATION TECHNOLOGY, PRISM POINTE, PRISM POINTE SERVICES, PRO COMPUTING SERVICES, PROCOM
TECHNOLOGY, PROCOMP USA, PROCREATE, PRODUCTIVITY POINT ILT COURSES, PROFESSIONAL COMPUTER,
PROFORCE SOFTWARE, PROGRESSIVE, PROITCO, PROJECT LAB, PROJECT LEADERSHIP ASSOCIATES,
PROJECT RESOURCE SOLUTIONS, PROLINE, PROMARK TECHNOLOGY, PROMAX, PROMETHEAN, PROMISE
TECHNOLOGY, PRO-MOTION TECHNOLOGY GROUP, PROOFPOINT
PROSONIC, PROTEC, PROTEON, PROTEVA, PROVANCE, PROVEN TECHNOLOGY, PROVIEW MONITORS, PROXIM,
PROXY NETWORKS, PSC, PSIBER DATA SYSTEMS, PSION, PSION TEKLOGIX, PUCKA COMPUTER, PULTORAK
& ASSOCIATES, PUREGEAR, PYRAMID, Q&E, QB PRODUCTS, QC TV, QDI, QES, QLOGIC, QNAP, QPS,
Q-SEE, QTEK, QUAD-G, QUADRALAY, QUAIL ELECTRONICS, QUALITAS, QUALITY IMAGING PRODUCT,
QUALITY PARK PAPER SUPPLIES, QUALSTAR, QUALTECH, QUALTEK DATA PRODUCTS, QUANTA, QUANTUM,
QUANTUM INSTRUMENTS, QUARK SOFTWARE, QUARTET, QUATECH, QUE PUBLISHING, QUEST DIRECT, QUEST
SOFTWARE, QUESTYS, QUETEL, QUICKEAGLE NETWORKS, QUICKNET TECHNOLOGIES, QUICKPAD, QUICKSHOT
TECHNOLOGY, QUICKSOUND TECHNOLOGIES, QUINTUM, QUOSA, QVS INT, QWIZDOM, RACAL DATACOM,
RACER, RACKWISE, RAD DATACOM, RAD DIRECT, RADIAN TECHNOLOGIES, RADIANT NETWORK, RADIO LAN,
RADIOWAVES, RADIUS, RADWARE, RAIDION, RAIDTEC, RAINBOW, RAM MOUNTS, RAMP NETWORKS,
RAPIDSTREAM, RARITAN, RATIONAL SOFTWARE, RATOC, RAXCO SOFTWARE, RAYCHEM SUPPLY, RAYOVAC
BATTERIES, RAYTHEON, RB ENTERPRISES, RC COMP, RCA
RCA-VENTURER ELECTRONICS, READ RIGHT, REAL, REAL TIME TECHNOLOGY SOLUTIONS, REALNETWORKS,
REALTIME SOFT, RECEIVED FOR REPAIR, RECOTON, RECREATION SPORTS & IMPORTS, RED HAT, RED
SKY, REDBEAM, REDCREEK COMMUNICATIONS, REDI-FORM, REDLINE, REDSKY TECHNOLOGIES, REGNET
SOFTWARE, RELIABLE CABLE, RELIABLE-IT, RELIALOGIC TECHNOLOGY, RELISYS, REMOTE SOLUTIONS,
RENDERX, RENNERBROWN STAFFING, RENOVO, RENT-A-PC, REPLAY SOFTWARE, RES SOFTWARE,

RESILIENCE, RESOURCE ONE COMPUTER SYSTEMS, RETAIL SERVICE PARTS, RETROSPECT, REVEAL COMPUTER PRODUCTS, REVELATION TECHNOLOGIES, REVIEW VIDEO, REVOLABS, RF IDEAS, RF INDUSTRIES, RF MOTE, RGL ENTERPRISES, RHINO EQUIPMENT, RHINOCEROS SOFTWARE, RHINOSKIN, RHINOTEK, RICHARDSON ELECTRONICS, RICO COMPUTER ENTERPRISES, RICOCHET, RICOH PERIPHERALS, RIM, RIOSCAN, RISE-VISION, RITTAL, RITTENHOUSE, RIVA SOLUTIONS, RIVERBED, RIVERSIDE, RIVERSIDE TECHNOLOGIES, RIVERSTONE NETWORKS, RJS, RM COMPUTER, RM EDUCATIONAL SOFTWARE, ROAD WARRIOR, ROAM SECURE, ROCKEY AND ASSOCIATES, ROCKY MOUNTAIN RAM
ROG, ROGERS, ROI NETWORKS, ROLODEX, ROOMPRO TECHNOLOGIES, RORKE DATA, ROSE ELECTRONICS, ROSESOF, ROTO AMERICA, ROVING PLANET, ROYAL CONSUMER BUSINESS PRODUC, RSA SECURITY, RUBBERMAID, RUCKUS, RUGGED NOTEBOOK, RUSPORT, RUSSOUNDS, RUTHERFORD, RYCOTE, SAFARI MONTAGE, SAFCO, SAFENET, SAFEWARE, SAGE SOFTWARE, SAGEM-INTERSTAR, SAITEK, SAKAR, SAME AS UUU-CHICAG PUB SCHO, SAMPO MONITORS, SAMSILL BINDERS ORGANIZERS, SAMSONITE, SAMSUNG, SAMTACK COMPUTER, SANCASTLE TECHNOLOGIES, SANDISK, SANFORD WRITING UTENSILS, SANGOMA, SANRAD, SANUS, SANYO, SAP AMERICA, SAPPHIRE TECHNOLOGY, SAS INSTITUTE, SAS SOFTWARE, SATO THERMAL PRINTERS, SAUNDERS OFFICE SUPPLIES, SAVIN, SAWMILL, SAY I CAN, SAYERS40, SAYSON TECHNOLOGIES, SBS TECHNOLOGIES, SBT, SCALA, SCALE COMPUTING, SCANPAQ, SCEPTRE, SCHOTT-FOSTEC, SCIENT PARTNERS, SCI-NET SOFTWARE, SCI-QUEST, SCITEC, SCM MICROSYSTEM, SCM MICROSYSTEMS, SCM MICROTECH, SCOTTY TELE TRANSPORT, SDI TECHNOLOGIES, SEAGATE TECHNOLOGY, SEAGULL SCIENTIFIC, SEAL SHIELD, SEALED AIR, SEALSHIELD
SEASONIC ELECTRONICS, SECOND SOURCING, SECURE NETWORK TECHNOLOGIES, SECUREWORKS, SECURITY DYNAMICS, SEGA OF AMERICA, SEGOVIA, SEGWAY, SEIKO, SEIKO COMP SYS OF NEVADA, SEIKOSHA, SELECTIMAGE, SENDSTATION SYSTEM, SENECA DATA, SENFORCE TECHNOLOGIES, SENNHEISER, SENSAPHONE, SENTINEL TECHNOLOGIES, SENTRY SAFES, SERENA SOFTWARE, SERIOUS MAGIC, SERVER CENTRIC CONSULTING, SERVER TECHNOLOGIES, SERVER TECHNOLOGY, SERVERLIFT, SERVICE ELECTRONIS, SERVICENET, SGI, SHAFFER SOLUTIONS, SHARENET, SHAREVISION, SHARP ELECTRONICS, SHAVLIK, SHIKATRONICS, SHINEI, SHORETEL, SHURE, SHURE BROTHERS, SHUTTLE COMP INTER, SIAFU, SICON, SIECOR, SIEMENS DATA COMM, SIEMON, SIERRA ON-LINE, SIERRA WIRELESS, SIERRA WIRELESS DATA, SIGMA DATA, SIGMA DESIGNS, SIGNAL PERFECTION, SIGNAMAX, SIIG, SILCON SYSTEM, SILEX, SILICON GEAR, SILICON GRAPHICS, SILICON IMAGE, SILICON SPORTS, SILVER REED, SIMPLETECH, SINGLEWIRE, SIPIX, SITRAKA, SKB INDUSTRIAL, SKC CD, SKC NETCOM, SKY IT GROUP, SKYHIGH NETWORKS, SKYLINE ADVANCED TECH SERVICES, SL WABER
SLING MEDIA, SMART AND FRIENDLY, SMART CODE, SMART STOR PRODUCTS, SMART TECHNOLOGIES, SMARTDISK, SMARTDRAW, SMARTFORCE, SMARTSOURCE, SMARTTECH, SMEAD, SMITH-CORONA, SMS, SMS SYSTEMS MAINTENANCE SVCS, SNAKE TRAY, SNAP GEAR, SNOM, SNOW SOFTWARE, SNX, SOCKET COMMUNICATIONS, SOFTALK TELEPHONE ACCESSORIES, SOFTKEY, SOFTRONICS, SOFTSOURCE, SOFTSYNC, SOFTVIEW, SOFTWARE FX, SOFTWARE SHELF, SOLAR WINDS, SOLARFLARE, SOLIDTEK, SOLUTIONS TO GO, SONIC FOUNDRY, SONICBLUE, SONICWALL, SONIGISTIX, SONNET TECHNOLOGIES, SONY, SOPHISTICATED CIRCUITS, SOPHISTICATED SYSTEMS, SOPHOS, SORENSON MEDIA, SORNA, SOUNDCONNECT, SOURCE GRAPHICS, SOURCE IMAGING PRODUCTS, SOURCE TECHNOLOGIES, SOURCEGEAR, SOUTHLAND MICRO SYSTEMS, SOUTHLAND TECHNOLOGY, SOYO TEK, SPACE MACHINE, SPACETEC ZERO, SPARKLE POWER, SPATIALLY AWARE, SPEAKERBUS, SPEC RESEARCH, SPECIALIX, SPECIALTY PRODUCTS OF VIRGINIA, SPECIALTY ROLL PRODUCTS, SPECIFIED TECH, SPECK PRODUCTS, SPECTRA LOGIC, SPECTRALINK, SPECTRUM ANTIGLARE SCREENS, SPECTRUM HOLOBYTE, SPECTRUM INDUSTRIES
SPECTRUM SYSTEMS, SPECULAR INTERNATIONAL, SPHERION PACIFIC ENTERPRISES, SPIDEROAK, SPILLMAN TECHNOLOGIES, SPIRENT COMMUNICATIONS, SPL SOLUTIONS, SPLICE, SPLICENET, SPLUNK, SPLUNK SOFTWARE, SPOHN CONSULTING, SPORT VIEW TELEVISIONORATE, SPRINGBOARD, SPRINT PCS, SPRINT WIRELESS, SPYRUS, SRS INDUSTRIES, SRW COMPUTER COMPONENTS CO, SSH, SSI SOFTWARE, STALLION, STAR MICRONICS, STAR SURPLUS, STARDOT TECHNOLOGIES, STARFIGHTER, STARFISH SOFTWARE, STARMATIX, STARTECH COM, STATIC SAFE PRODUCTS, STB, STB PRODUCTS, STEC, STEEL CLOUD, STEEL EYE, STEEL SERIES, STEELCASE - POLYVISION, STEELEYE TECHNOLOGY, STEPHEN GOULD NOTEBOOK CASES, STEREO GRAPHICS, STEREOGRAPHICS, STERLING STRATEGIC, STF TECHNOLOGIES, STILL SECURE, STINGER MEDICAL, STOMP, STOMPER, STONESOFT SOFTWARE, STORAGE DIMENSIONS, STORAGECRAFT, STORAGEFLEX, STORAGETEK, STORIX, STORLOGIC, STRATA, STRATEGIC PRODUCTS AND SERVICE, STRATEGIC SAAS, STRATIGIC VISTA, STRATUS, STREAMLOGIC, STREETWISE, STROMBERG, STRYDENT SOFTWARE, STSC, STUDIOWORKS, SUB2, SUMDEX
SUMMAGRAPHS, SUMMATEC, SUMTEC, SUN MANAGEMENT, SUN MICROSYSTEMS, SUN RIVER DATA, SUNBEAM HEALTH DIVISION, SUNBELT SOFTWARE, SUNBURST, SUPER, SUPER MICRO COMPUTER, SUPERIOR COMMUNICATIONS, SUPERIOR COMMUNICATIONS COMPAN, SUPERIOR ESSEX, SUPERIOR MODULAR, SUPERIOR TELECOM, SURGEX, SURVIVOR, SUTTLE, SVA, SVAT, SWANN COMMUNICATIONS PTY, SWINGLINE OFFICE PRODUCTS, SWIVL, SYBARI SOFTWARE, SYBEX PUBLISHING, SYMANTEC, SYMBIOS LOGIC, SYMBOL, SYNCHROTECH, SYNCRONYS SOFTWARE, SYNCROTECH, SYNCSORT, SYNEL INDUSTRIES, SYNERGY DIGITAL MEDIA, SYNERGY SOFTWARE, SYNEX, SYNEX SERVICES, SYNOLOGY, SYNTAX USA, SYQUEST, SYSGEAR TECHNOLOGIES, SYSTAT SOFTWARE, SYSTEM SOLUTIONS, SYSTEMAX, SYSTEMS COMPATIBILITY, SYSTEMS CONNECTION, SYSTEMS INTEGRATION GROUP, SYSTRAN, T2 SUPPLY, TAG, TAIYO YUDEN, TA-KENSET RESEARCH LABS, TALKSWITCH, TALLY PRINTERS, TALLY SOFTWARE PRODUCTS, TAMRAC, TANDBERG DATA, TANDBERG VIDEO, TANGENT COMPUTER, TARGUS, TASK ELECTRIC, TATUNG, TC COMMUNICATIONS, TEAC

AMERICA, TEC PRINTERS, TECH DATA, TECHCRAFT
 TECHERA, TECHKNOW ASSOCIATES, TECHNICAL COMPUTER SOLUTIONS, TECHNICIAN PROFESSIONALS,
 TECHNISOURCE, TECHNOLOGY SALES CONSULTANTS, TECHNOLOGY SCIENCE, TECHNOLOGY SERVICES CORP,
 TECHNOLOGY SOLUTIONS GROUP, TECHNUIITY, TECHSMITH, TECHWORKS, TECMAR, TECSERV, TEKCONNECT,
 TEKLYNX, TEKLYNX INTERNATIONAL, TEKRAM, TEKSYSTEMS INS, TEKTIIVITY, TELCION COMMUNICATIONS
 GR, TELEBIT, TELECT, TELEDEX, TELEDISK SYSTEMS, TELEMATE NET SOFTWARE, TELEVIDEO, TELEX,
 TELSTRAT INTERNATIONAL, TELXON, TEMPO, TEMPUS NOVA, TEN, TENABLE, TENEX, TENNSCO,
 TENXPRT, TEQUIPMENT, TERRAWAVE, TERREMARK, TESSCO, TEST-UM, TEXAS INSTRUMENTS, TEXEL-
 PLEXTOR, TEXTPAD, TEXWIPE, TFE TECHNOLOGY, THE BUSINESS CENTER, THE NEAT COMPANY, THE SCO
 GROUP, THERMALTAKE TECHNOLOGY, THERMAMARK, THIBAUT ASSOCIATES, THINK OUTSIDE,
 THINKINGBYTES TECHNOLOGY, THINKWARE, THINPRINT, THIS IS A TEST ITEM, THOMAS & BETTS,
 THOMPSON CONSUMER ELECTRONICS, THOMSON-REUTERS, THOR SOLUTIONS DBA ALVAKA NETW, THQ,
 THREAT TRACK, THRUST MASTER, TIARA NETWORKS, TIBCO, TIFFANY INDUSTRIES
 TIFFEN, TIGERTEXT, TIMEMED, TIMES MICROWAVE, TIMEX, TINTRI, TINY SOFTWARE, TITAN
 SPECIALIZED SERVICES, T-MOBILE CELLULAR, TNS, TNT COMPUTING, TOA ELECTRONICS, TODD
 SYSTEMS, TOKYO ELECTRIC, TOMTOM, TONE COMMANDER SYSTEMS, TOOLS4EVER, TOP AND TECH
 ENTERPRISE, TOP GUN TECHNOLOGIES, TOPAZ SYSTEMS, TOPS, TOPSPEED, TORAY, TOSHIBA, TOTAL
 LOGIC, TOTAL MICRO TECHNOLOGIES, TOUCHSTONE SOFTWARE, TOUCHWAVE, TP-LINK, TRACE AFFEX,
 TRADEMARK, TRANS TECH LL, TRANSCEND, TRANSCENDER, TRANSGLOBE, TRANSITION NETWORKS,
 TRANSTECTOR, TRAPEZE NETWORKS, TRAVERSA SOLUTIONS, TREASURE COAST MARKETING, TRELIX,
 TREND MICRO, TRENDWARE INTERNATIONAL, TRIACTIVE, TRIBEAM, TRIBELINK2, TRICERAT, TRIDENT,
 TRIDENT TEK, TRILLIUM, TRIMBLE, TRIMM INDUSTRIES, TRINITY, TRIPP LITE, TRIPWIRE, TRITTON,
 TROFHOZL TECHNOLOGIES, TROIKA NETWORKS, TROY SYSTEMS, TRUE SEATING CONCEPTS, TRUEVISION,
 TRUSTED MISSION SOLUTIONS, TRUSTED TECHNOLOGIES, TRUSTIN TECHNOLOGY, TRUSTWAVE, TRUSTWAVE
 HOLDINGS, TSC TAIWAN SEMICONDUCTOR CO, TT SYSTEMS, TUMBLEWEED
 TURBO POWER SOFTWARE, TURNER INTERY, TURTLE, TUTANKHAMON, TWD & ASSOCIATES, TWELVE TONE
 SYSTEMS, TWIN CITY HARDWARE, TWINHEAD, TYAN, TYCO ELECTRONICS, TYCOELECTRON, UC4, UDP,
 ULTIMATE TECHNOLOGY, ULTRA ELECTRONICS, ULTRA PRODUCTS, ULTRABAC, UMAX COMPUTER, UMAX
 TECHNOLOGIES, UNIBRAIN, UNICOMP, UNIDEN, UNIFIED CONNEXIONS, UNIGEN, UNIPRIS, UNISYS,
 UNITECH POS SCANNERS, UNITED BARCODE INDUSTRIES, UNITED VISUAL, UNITEK, UNITRENDS,
 UNIVERSAL EQUIPMENT, UNIVERSAL SYSTEMS BATTERIES, UNLIMITED CD, UNOTRON, UNYTOUCH
 MANUFACTURING, UPEK, UPGRADEWARE TECHNOLOGY, UPTIME SOFTWARE, UPTIME SOLUTIONS, UPTIVITY,
 URBAN ARMOR GEAR, US DRIVES, US ROBOTICS, US-ANALYTICS SOLUTIONS GR, UTILITY ASSOCIATES,
 UTIMACO, UV NETWORKS, V COMMUNICATIONS, V7, VADDIO, VADEM, VALCOM, VALENCE, VALERENT,
 VALMONT, VALUESTOR, VANDYKE SOFTWARE, VANGUARD, VANGUARD USA, VANTAGEPOINT SYSTEMS,
 VARATOUCH, VARIZOOM, VARONIS, VASCO, V-BOX, VBRICK, VCE, VEC ELECTRONICS, VEEAM, VEGA,
 VELCRO, VELOCITI, VENTEV, VENTURER ELECTRONICS, VEO, VERAMARK
 VERARI SYSTEMS, VERBATIM, VERIDYNE, VERIFONE, VERILINK, VERINT, VERIZON WIRELESS, VERSUS,
 VERTICAL MARKETING SYSTEMS, VERTICAL RESOURCES, VERTIFLEX, VESTED INTEREST, VETERINS
 ENGINEERING, VIA TECHNOLOGIES, VIALTA, VIATRON SYSTEMS, VIBE COMPUTERS, VICOM SYSTEMS,
 VICTOR, VICTORY MULTIMEDIA, VIDAR, VIDEO ACCESSORY, VIDEO LABS, VIDEOALARM, VIDEONEXT,
 VIDEOTEK, VIDYO, VIEWU, VIEWMATE, VIEWSONIC, VIKING, VILLAGE TRONIC, VINPOWER, VIRCOM,
 VIRTUAL ENTERTAINMENT, VIRTUAL INK, VIRTUAL SYSTEMS SOLUTIONS, VIRTUALIT SYSTEMS, INC,
 VIRUS WOMAN, VISIFLEX, VISION DATABASE SYSTEMS, VISION MULTI MEDIA, VISION SOLUTIONS,
 VISIONEER, VISIONQUEST, VISIONTEK, VISTA IMAGING, VISTA TECHNOLOGY, VISTASOURCE, VISUAL,
 VISUAL CIRCUITS, VISUAL ORGANIZERS, VIVITAR, VIVONET, VIVOTEK, VIXEL, VIZIFLEX, VIZIO,
 VKERNEL, VMTURBO, VMWARE, VOCERA COMMUNICATIONS, VOD, VOICESTREAM, VOLPI, VOLT, VOLTAGE
 CONVERTER, VON TECHNOLOGIES, LLC, VOYETRA TURTLE BEACH, VS NETWORKS1, VSGI, VSO READY, VST
 SMARTDISC TECHNOLOGIES, V-TECH, V-TECH COMMUNICATIONS
 VU RYTE, VUPOINT, VXL INNSTRUMENTS, W NY, W QUINN ASSOCIATES, W3 SOLUTIONS, WACHTER
 NETWORK SERVICES, WACOM TECHNOLOGY, WALLACE WIRELESS, WALT DISNEY COMPUTER SOFTWARE,
 WALTON CHAINTECH, WANG, WANGTEK, WARNER TELECOMM, WARRANTY OF AMERICA, WASP BAR CODE,
 WATCHGUARD, WATYERMARK, WAVE, WAVELINK, WEBGAIN, WEBGATE, WEBROOT SOFTWARE, WEBSense,
 WEBTRENDS, WEIGHTRONIX NIC, WENGER NORTH AMERICA, WEST POINT PRODUCTS, WESTCON CABLES,
 WESTERN DIGITAL, WESTERN TELEMATIC, WESTINGHOUSE, WESTINGHOUSE DIGITAL, WESTNET, WESTPENN,
 WESTPOINT IN HOUSE USE ONLY, WEWI COMMUNICATIONS, WEYERHAEUSER, WHEEL LOCK, WHIPTAIL,
 WHITE PINE SOFTWARE, WHOLE TOMATO SOFTWARE, WIDE USA, WIDEBAND, WIEBETECH, WI-EX,
 WILDCARD, WILDPACKETS, WILLOW, WILSONJONES, WINCOMM, WINDSORTECH DBA QSGI, WINNER
 PRODUCTS, WINNOV, WIRELESS COMPUTING, WIREMOLD, WIREXPRESS CABLING, WIZCOM TECHNOLOGIES,
 WORKNET, WORKSHARE, WORLD WIDE TECHNOLOGY, WORLDNET TECHNOLOGIES CONSULTA, WORTH DATA,
 WPT, WRIGHTLINE, WRITE2DATA, WUNDERLICH-MALEC SSSYSTEMS, WYSE TECHNOLOGY, X
 X1 TECHNOLOGIES, XANTE, XANTECH, X-BRAND, XCD, XCEEDIUM, XCEND GROUP, XEROX, XETA
 TECHNOLOGIES, XFX, XI3, XIMETA, XIONICS, XIOTECH, XIRLINK, XLOCK, XLR8, XM SATELLITE
 RADIO, XPEDX INTERNATIONAL PAPER, XPLORE TECHNOLOGIES, XSENSE, XSTORE, X-STORE, XTEND
 MICRO PRODUCTS, XTEOMA, XTREME ACCESSORIES, XYBERNAUT, XYLAN, XYRATEX, YADAYADA, YAMAHA,
 YASKAWA, YATE LOON, YELLOW DOG NETWORKS, YELLOW MACHINE, YORKTEL, YOSEMITE TECHNOLOGIES,

YPDF, YUKON, ZAGG, ZCO, ZDI, ZEBEX, ZEBRA TECHNOLOGIES, ZENITH DATA SYSTEMS, ZENPRISE, ZERUS, ZIX CORP, ZMICROSYSTEMS, ZONATHERM PRODUCTS, ZONET, ZOOM INTERNATIONAL, ZOOM TELEPHONICS, ZOTAC, ZSCALER, ZYLAB, ZYNYX, ZYXEL USA

CLASS LEVEL:

2-Way Radios/Walkie Talkies, 3-D Prototype Printers, 5250/3270 Emulation, Analog Telephones, Apple Desktops, Apple Mac Memory Upgrades, Apple Mac OS Servers, Apple Notebooks, AppleTalk Networking, Application Hosting-3rd Party, Application Servers, Application Suites, Assessment 3rd Party, Audio/Video Cables, Audio/Video Production, Automation & Control Systems, Backup Software, Batteries, Blade PCs, CAD/CAM Software, Calculators, CD/DVD/Blue Ray Drives, Central Services - Repairs, Charging Carts, Chips/SIMMs/SIPPs/ROMs, Classroom Training, Cleaning Supplies, Cloning Software, Cloud Collaboration Software, Cloud Partner Services, Communication/Internet Soft, Communications Boards, Computer Accessories, Computer Cases, Computer Displays, Configurations, Consumer SSD, Convertible PCs/Slate PCs/iPAD, Copy Machines, CPUs/Fans, CRM Software, Database Software, Design, Design and Graphics, Design-3rd Party, Desktop Applications, Desktop Memory Upgrades, Desktop NW Attached Storage, Digital Cameras Digital Signage Software, Digitizer Tablets, Disk Duplicators, Doc Camera/Vis Presenters, Document Management Software, Document Scanners, Dot Matrix Printers, Drive Arrays, DVD/BLU/Media Player/Accessory, eLab Training, Enterprise Hard Drives, Enterprise SSD, Entertainment/Education Soft, FAX Machines, Field Services, Film Cameras & Binoculars, Financial Software, Flash Memory, Floppy Disk Drives, Flow/Org Chart Software, Foundational Components, GPS/PDA, Hard Drives, HCA/Hlth Purch Grp (HPG) 3rd, HCA/Hlth Purch Grp (HPG) CDW, Headphones & Speakers, Hospitality Displays/TVs, Installations, Installations 3rd Party, Integrated Product Suites, Interactive Whiteboards, Interfaces Controllers, IP Telephony, iPad/Tablet Accessories, IT Pro Training-3rd Party, Keyboards/Keypads, KVM Consoles & Switches, Large Format Displays, Legal Software, Linux/Unix Based Servers, Mainframe Software, Managed Services, Media, Media Player, Medical/Hospital LCD Disply, Memory Accessories, Mice and Trackballs, Mirror Server Cards Miscellaneous Cables, Mobile Device Enablement SW, Mobility Services, Modems, Modular Switches, Motherboards/Chassis, Multifunction, Netcom Combo Adapters, Network Bridges, Network Cable Accessories, Network Cables, Network Connectivity/Emulation, Network Device Memory, Network Hubs, Network Management Hardware, Network Management Software, Network Optics, Network Print Servers, Network Routers, Network Security, Network Switches Managed, Network Switches Unmanaged, Network Test Equip/Analyzer, Networking Bundles / Kits, NIC Network Interface Adapters, Notebook Accessories, Notebook Cases, Notebook Computers, Notebook Memory Upgrades, Office Products, OnSite Services, OnSite Services-3rd Party, Operating Systems, Optical Drives, Paper Shredders, Parallel and Serial Cables, PBX/Multi-User Telephony System, PC Compatible Desktop Computer, PC Compatible Workstations, Peripheral & Barcode Scanners, Phone Line Networking, Phone/iPod/MP3 Accessories, Photographic Accessories, Physical Security Physical Security Software, Plotters, Portal Software, POS Systems, Power Supplies/Adapters, Printer Accessories, Printer Memory Upgrades, Printer Supplies, Professional Audio, Programming Software, Projector Accessories, Projectors, Rackmount NW Attached Storage, Rackmounting Equipment, Reference Software, Remote Power Management, Remote Services, Report & Analysis Software, RISC Processor Workstations, RISC Servers, SCSI/IDE/floppy cables, Security Software, Server Accessories, Server Memory Upgrades, Single Function, Software Asset Mgmt Services, Software Documentation & Media, Software Upgrade Insurance, Storage Cases, Storage Enclosures/Mounting HW, Storage Networking, Storage/SAN Management Softwar, Surge Suppressors, System Management-3rd Party, Tape Automation (Lib/Changers), Tape Backup Drives, Technical Support, Telephone/Modem Cables, Telephony Headsets, Telephony Software, Televisions, Thermal Printers, Thin Clients, Touchscreen Displays, Typewriters/Word Processors, Unified Communication UPS/Battery Backup, USB/FireWire Connectivity, Utility Software, Video Adapters, Video Camcorders, Video/Monitor Accessories, Video/Monitor Mounts & Stands, Virtualization Software, Voice Recognition, Warranties-Product Protection, Web Software, Web TV Access Unit, Windows Based Terminals, Wireless Communication Devices, Wireless LAN Networking, x86 Based Servers

CONTROL NUMBER: 2076729**Master File:** ORPIN-75954-15



**MARION COUNTY
FINANCE DEPARTMENT**

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

CDW GOVERNMENT LLC
75 REMITTANCE DR STE 1515
CHICAGO, IL 60675 United States

Purchase Order		
Purchase Order No	Revision	Page
881045	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 571900	Order Date / Buyer 22-AUG-19 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	Purchase Agreement Effective From: 01-JUL-19 To: 30-JUN-20 COMPUTER HARDWARE PURCHASES AND SUPPORT FY 19/20 THIS PURCHASE IS PLACED AGAINST STATE OF OREGON SOLICITATION # AND/OR PRICE AGREEMENT #5603. 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 CKLEIN@CO.MARION.OR.US				Amount Agreed:	\$300,000.00
Total						\$300,000.00

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 Schlag
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. THE 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.

IT - PURCHASE ORDER REQUEST

Requesting Employee: Cynthia Klein Date 09/3/19
 Purchase Order Type: _____

Standard PO (1 time goods/materials purchase or contractual service)
 Amount based goods PO (open PO, maximum \$10,000 for various purchases)

X Blanket PO (open PO for specified total, no encumbrance until invoice released)
 Amend PO# _____

Vendor: CDW-G Vendor Tax ID _____
SPA 5603
 Tax Status Corporation Sole Proprietor
 Other:

DESCRIPTION -	Quantity	Each	Total
Computer Hardware and Support Services for the Marion County Enterprise FY 2019-20	1	\$300,000.00	\$300,000.00

GRAND TOTAL \$300,000.00

**** 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 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:  _____

PRICE AGREEMENT NO. 5603

AMENDMENT NO. 4

This is Amendment No. 4 to Price Agreement No. 5603 effective September 25, 2015, as amended from time to time ("Agreement") between the State of Oregon, acting by and through its Department of Administrative Services ("DASPS"), on behalf of state agencies and members of the Oregon Cooperative Purchasing Program ("Authorized Purchaser") and CDW Government LLC, an Illinois Limited Liability Company ("IT HVAR"). This Amendment is effective upon signature by the parties ("Amendment Effective Date").

The parties agree to amend the Agreement, as follows (new language is in **bold underline** and deleted language is shown by strike-through):

1. DASPS hereby exercises its right under Section 1.4.1 of the Agreement to extend the current term end date from December 31, 2019 to December 31, 2020.
2. Section 3.2 of the Agreement is replaced with the following:

3.2 ORDERING INSTRUMENTS

Authorized Purchasers may order Goods during the Term of this Agreement using one of the ordering methods described in this **section 3.2**.

Authorized Purchasers subject to DAS procurement authority:

- **must use one of the ordering methods set forth in subsection 3.2.1 or subsection 3.7.6 below and the DASPS-approved order form attached as Exhibit B (the purchase order must include all information set forth in subsection 3.2.2 below), and**
- **may not place orders verbally.**

Authorized Purchasers not subject to DAS procurement authority may:

- **use any of the ordering methods set forth in subsection 3.2.1 or subsection 3.7.6 or the DAS-approved order form, or**
- **use their own order form that includes the information set forth in subsection 3.2.2 below, or**
- **place an order verbally upon IT HVAR's approval of the Request for Verbal Purchase Order attached hereto as Exhibit E, or**
- **use any other ordering method permitted pursuant to their procurement rules and as agreed upon with IT HVAR.**

3.2.1 ORDERING METHODS: Purchases may be placed through the following methods:

- IT HVAR website
- Email Notification
- Electronic Data Interchange (EDI)
- e-Procurement Application
- Purchase Order via Email, Fax or Standard Postal Service

3.2.2 PURCHASE ORDER: Authorized Purchasers may use a purchase order to order Goods.

To be effective, the purchase order must specify all of the following:

- Language stating that the purchase order is submitted under this Agreement (and include the Agreement number)
- The specific Goods and quantity of each item ordered
- The net price
- The requested delivery schedule
- The delivery location(s)
- The invoicing address
- The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number

3. Section 3.7 of the Price Agreement is amended to include:

3.7.6 SPOTS CARDS OR CREDIT CARDS: If permitted by its procurement and payment rules and policies, Authorized Purchasers may use a SPOTS card or credit card to order Goods, at the time of purchase. There is no additional charge for use of a SPOTS card or credit card.

4. Section 4.1.1 of the Price Agreement is amended as follows:

4.1.1 REPORTING: IT HVAR shall remit to DASPS a Vendor Collected Administrative Fee (VCAF) and Volume Sales Reports (VSR) as described in REVISED Exhibit C.

and

Exhibit C, Volume Sales Reports and Vendor Collected Administrative Fees (VCAF), is replaced with the attached REVISED Exhibit C, attached hereto.


5. Exhibit A is replaced with REVISED Exhibit A attached hereto.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of execution of the Price Agreement.

Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor 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 Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of: (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 Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

AGREED:

CDW Government LLC

By: 

Title: President of CDW Government LLC

Date: 08/21/2019

FEID: 36-4230110

THE STATE OF OREGON, acting
by and through the Department of
Administrative Services

By: 

Title: Procurement Svcs Mgr

Date: 8/22/19

Approved pursuant to ORS 291.047

By: Approved by Karen Johnson
Sr. Assistant Attorney General
Per email dated August 20, 2019

Exhibit A-3: Pricing Methodology (Authorized Purchasers)

C#	product category	Current markup	New markup
1.1	Notebook / Mobile Devices	1.75%	2.75%
	Panasonic Toughbooks (L\NB)	1.00%	2.00%
	Panasonic Toughpads (L\RD)	1.00%	2.00%
1.2	Desktop Computers	2.00%	3.00%
1.3	Servers & Server Management	3.25%	4.25%
	HPE Servers & Server Management (H\NS)	3.00%	4.00%
2.1	Netcomm Products	7.00%	7.00%
2.2	Telephony	5.00%	5.00%
3.1	Data Storage / Drives	3.00%	3.00%
3.2	Enterprise Storage	3.00%	4.00%
	HPE Enterprise Storage (E)	2.75%	3.75%
	Drive Arrays (E\DY)	2.75%	3.75%
	Enterprise Hard Drives(E\ED)	2.75%	3.75%
	Enterprise SDD(E\ES)	2.75%	3.75%
	Interface Controllers(E\IN)	2.75%	3.75%
	Optical Drives(E\OP)	2.75%	3.75%
	Rackmount Attached Storage (E\SS)	2.75%	3.75%
	HPE Nimble Enterprise Storage (E)	2.50%	3.50%
	Drive Arrays (E\DY)	2.50%	3.50%
	Enterprise Hard Drives(E\ED)	2.50%	3.50%
	Enterprise SDD(E\ES)	2.50%	3.50%
	Interface Controllers(E\IN)	2.50%	3.50%
	Optical Drives(E\OP)	2.50%	3.50%
	Rackmount Attached Storage (E\SS)	2.50%	3.50%
4	Converged Infrastructure *		
5.1	Accessories	7.75%	7.75%
	Logitech Headphones & Speakers(A\HE)	6.25%	7.25%
	Logitech Mice and Trackballs(A\MT)	6.25%	7.25%
	Logitech Tablet Accessories (A\IC)	6.25%	7.25%
	Logitech Keyboards/Keypads (A\KB)	6.25%	7.25%
	Logitech Small & Consumer Electronics (A\PD)	6.25%	7.25%
5.2	Cables	7.75%	7.75%
	Tripp-Lite Cables (W)	6.75%	6.75%
5.3	Carts and Office Equipment	7.75%	7.75%
5.4	Memory / System Components	3.00%	3.00%
5.5	Point of Sale/Data Capture	7.75%	7.75%
5.6	Power, Cooling, & Racks	7.75%	7.75%
	Tripp-Lite Batteries (B\RQ)	6.75%	6.75%
	Tripp-Lite UPS/Battery Backup (B\BA)	6.75%	6.75%

	Tripp-Lite Racks(B\RQ)	6.75%	6.75%
5.7	Printing & Document Scanning	5.00%	5.00%
5.8	Video Projection & Pro Audio	2.25%	3.25%
6	Consumables *		
7.1	CDW Delivered Services / Parts	4.00%	5.00%
7.2	Services (Partner Delivered)	7.75%	8.75%
8.0	Software	7.75%	7.75%

*Products in these Category span multiple contract categories. Applicable discounts will be applied at line item level.

The price to Authorized Purchaser (AP) is calculated using the markup for each product category. AP price is calculated using the following formula:

$$C + (C \times M) = P$$

C	IT HVAR's Landed Cost. Landed Cost is defined as the standard acquisition cost associated with procuring, warehousing, distributing, and selling the inventory.
M	Markup
P	Price to Authorized Purchaser

REVISED EXHIBIT C - VOLUME SALES REPORTS AND VENDOR COLLECTED ADMINISTRATIVE FEES

SECTION 1: VOLUME SALES REPORTS (VSRs):

1.1 DAS Volume Sales Report (VSR):

Pursuant to the process defined by DAS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report (VSR) to DAS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS, **Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DAS.** The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating "**No Sales for the Reporting Period.**"

SECTION 2: VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF):

2.1 Vendor Collected Administrative Fee (VCAF):

Pursuant to the process defined by DAS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's Gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

2 Contractor may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers. Contractor's prices must reflect all Contractor's charges to Authorized Purchasers.

3. Contractor is responsible for timely payment within 45 days of receipt of the invoice for the VCAF, regardless of entity that actually reports or makes VCAF

payment to DAS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.

4. DAS may, upon reasonable request during regular business hours, by itself or by a person authorized by it, audit Contractor's records and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall pay within 15 days of findings the amount of deficiency, together with interest. If the audit reveals that an underpayment exists, Contractor shall pay the cost of the audit.

EXHIBIT E



Computing Solutions
Built for Government & Education™
www.CDWG.com

REQUEST FOR VERBAL PURCHASE ORDER

Date _____ Customer Account # _____

Requestor Name _____ Customer Name _____

Billing Address _____

A/P Contact _____ A/P Phone # _____

Purchasing Phone # () _____ Fax # () _____

Purchase Order Type to be used (check one)

Authorized Purchasers

_____ CDW•G default—the date the order is placed	_____
_____ Customer Blanket PO # _____ (specify)	_____
Exp date of Blanket PO # _____	_____
Dollar limit of Blanket PO # _____	_____
_____ Sequential number with digits (ie. 564962, 564963, etc.)	_____
_____ Prefix with sequential number (ie. APO91345)	_____
_____ Other (must be specific) _____	_____

1. The customer must have placed at least one order using a valid company purchase order.
2. Verbal purchase orders will only be accepted from the authorized individuals listed above.
3. Verbal purchase orders are only valid up to **\$100,000**. Orders over this dollar amount will require written purchase order.
4. All verbal purchase orders are subject to CDW's "net 30" day terms policy.
5. Any payment problems resulting from the use of verbal purchase orders will cause this privilege to be revoked.
6. This agreement must be signed and accepted by the customer's Purchasing Manager and the Accounts Payable Manager.

By signing this, I understand and agree to the above policies:

Purchasing Manager _____ Print Name _____

Accounts Payable Manager _____ Print Name _____

INTERNAL USE ONLY - PLEASE DO NOT WRITE BELOW THIS LINE

Approved By _____ Date _____

Customer's Account Manager _____ Ext. _____

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

44084 Riverside Parkway Suite 350
Landsdowne, VA 20176-5102

Corporate Office: 847.419.6100
National Sales Office: 703.729.5500
Toll-Free: 800.808.4239

SECURUS
Technologies

Satellite Tracking of People LLC
Monitoring Solutions

P O Box 639098
Cincinnati, OH 45263-9098
Phone 832.553.9537 Fax 832.553.9530

Bill To:

Marion County Sheriff
Justin Ford; Camille Peterson
4040 Aumsville Hwy SE
Salem, OR 97317

Remit To:

Satellite Tracking of People, LLC
P.O. BOX 639098
CINCINNATI, OH 45263-9098
Tax ID: 05-0583654

CUSTOMER NUMBER	PERIOD	INVOICE DATE	INVOICE #	TERMS	AMOUNT DUE
0098-0000831	201908	8/31/2019	STPINV00063301	Net 30	\$2,120.40

	Number of Days	Rate	Total
BluTag Active	684	\$3.10	\$2,120.40
			\$2,120.40



This invoice has been certified true and accurate by Dennis Rose
Make all checks payable to Satellite Tracking of People LLC
If you have any questions concerning this invoice please contact STOP customer service @ 832.553.9537 or email ar@stopllc.com

----- **PAYMENT STUB** -----

SECURUS Satellite Tracking of People LLC
Technologies Monitoring Solutions

Satellite Tracking of People, LLC
P.O. BOX 639098
CINCINNATI, OH 45263-9098

**IMPORTANT: PLEASE
DETACH AND RETURN THIS
PORTION TO ENSURE
PROPER CREDIT**

PLEASE PAY FROM THIS INVOICE.
REFER TO THIS INVOICE WHEN
CONTACTING US REGARDING THIS
TRANSACTION.

Marion County Sheriff

CUSTOMER NUMBER:	0098-0000831
INVOICE NUMBER:	STPINV00063301
AMOUNT DUE:	\$2,120.40
AMOUNT REMITTED:	

STATE OF OREGON



PRICE AGREEMENT: 5603

for

IT HVAR

(HARDWARE VALUE ADDED RESELLER)

with

**CDW GOVERNMENT LLC, AN ILLINOIS LIMITED LIABILITY
COMPANY**



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SECTION 1: AGREEMENT

This Price Agreement (“Agreement”) is between the State of Oregon, acting by and through its Department of Administrative Services Procurement Services (“DASPS”) and CDW Government LLC, an Illinois Limited Liability Company (“IT HVAR”).

1.1 PARTIES

The only parties to this Agreement are DASPS and IT HVAR.

1.2 KEY PERSONS

1.2.1 DASPS

Contract Administrator

Toby Giddings

1225 Ferry Street SE
Salem OR 97301

(503) 378-5345

toby.giddings@oregon.gov

1.2.2 IT HVAR

Contract Manager

Rick Martinez

26125 Riverwoods Blvd
Mettawa, IL 60045

(847) 371-7182

richmar@cdw.com

Account Manager

Adam Ryan

120 S. Riverside Plaza
Chicago, IL 60606

(866) 682-0927

adamrya@cdw.com

Finance & Leasing Specialist

Jim Heidenfelder

120 S. Riverside Plaza
Chicago, IL 60606

(866) 730-4911

jimhei@cdw.com

1.3 AUTHORIZED PURCHASERS

1.3.1 As used in this Agreement, (“Authorized Purchaser”) means those entities authorized to purchase under a Department Price Agreement. Authorized Purchasers include state agencies, ORCPP members, and other units of local government.

1.4 TERM OF AGREEMENT

1.4.1 The initial term of this Agreement begins on the date this Agreement has been signed by DASPS and IT HVAR and all required approvals have been obtained (the “Effective Date”) and ends on September 30, 2017 unless sooner terminated or extended as provided in this Agreement. DASPS has the option to extend this Agreement. The initial term and all extension terms are collectively referred to as the “Term” of this Agreement.

1.4.2 After this Agreement is terminated, IT HVAR shall not accept new ordering instruments.

- 1.4.3** Contracts may extend beyond the termination of the Agreement, but not be renewed or amended after the termination of the Agreement.
- 1.4.4** DASPS may terminate this Agreement upon 30 calendar days' prior written notice to IT HVAR for any or no reason.

1.5 DEFINITIONS

Capitalized terms not specifically defined in this Agreement are defined in OAR 125-246-0110.

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 Agreement.

Related Services: Services may not be acquired as a stand-alone. All service must accompany a purchase of goods. Services must be those that the original equipment manufacturer would provide or perform for any purchaser.

End User: Individuals who work on behalf of Authorized Purchaser.

SECTION 2: GOODS, SERVICES, AND PRICING METHODOLOGY

2.1 GOODS AND SERVICES

IT HVAR shall provide goods and Related Services ("Goods") as outlined in Exhibit A:

- Exhibit A-1 Categories
- Exhibit A-2 Manufacturers
- Exhibit A-3 Pricing Methodology
- Exhibit A-4 Contract Management Services
- Exhibit A-5 Restrictions

2.2 PRICING METHODOLOGY

- 2.2.1** Except as provided in this section, during the Term of this Agreement, IT HVAR shall offer Goods to Authorized Purchasers at prices that follow the methodology listed in Exhibit A-3.
- 2.2.2** IT HVAR and Authorized Purchaser may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between IT HVAR and Authorized Purchaser.
- 2.2.3** Either party to this Agreement may request a modification to the pricing methodology, in whole or in part.

SECTION 3: PROCESS

Authorized Purchasers may buy or lease Goods by issuing ordering instruments that create and become part of separate contracts (“Contracts”). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and IT HVAR. DASPS is an intended beneficiary of each Contract created by an ordering instrument.

3.1 MANUFACTURER SELECTION PROCESS

3.1.1 LARGE PURCHASES: Purchases or leases over \$10,000

Authorized Purchasers not subject to DAS procurement authority may select the manufacturer using their own manufacturer selection method.

Authorized Purchasers subject to DAS procurement authority shall select the manufacturer using one of the following manufacturer selection methods:

3.1.1.1 Brand Name Justification

A documented brand name justification in compliance with applicable statute and rule.

3.1.1.2 Best Value Analysis

Submit the minimum specifications of the Authorized Purchaser’s need to the IT HVAR requesting a quote of the available options. Determine best value based on, but not limited to the following:

- Price
- Availability
- Past performance
- Compatibility

3.1.2 SMALL PURCHASES: Purchases under \$10,000

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

3.2 ORDERING INSTRUMENTS

Authorized Purchasers may order Goods during the Term of this Agreement using one of the ordering instruments described in this section. Unless expressly authorized by DASPS in writing, IT HVAR shall not accept a different type of ordering instrument from an Authorized Purchaser.

3.2.1 ELECTRONIC ORDERING: Purchases may be placed electronically through the following methods:

- IT HVAR website

- Email Notification
- Telephone
- Electronic Data Interchange (EDI)
- CDW iOS App
- e-Procurement Application
- Purchase Order Fax
- Purchase Order via Standard Postal Service

3.2.2 PURCHASE ORDER: Authorized Purchasers may use a purchase order to order Goods.

Authorized Purchasers subject to DAS procurement authority must use the DASPS-approved purchase order form attached as Exhibit B.

Authorized Purchasers not subject to DAS procurement authority may use their own purchase order forms as ordering instruments.

To be effective, the purchase order must specify all of the following:

- Language stating that the purchase order is submitted under this Agreement (and include the Agreement number)
- The specific Goods and quantity of each item ordered
- The net price
- The requested delivery schedule
- The delivery location(s)
- The invoicing address
- The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number

3.3 ACCEPTANCE OF ORDERING INSTRUMENT:

IT HVAR will respond to an ordering instrument within 5 business days after it is received. IT HVAR may reject an ordering instrument:

- using the same means as were used to deliver the ordering instrument, or
- by e-mail or facsimile if that information is evident on the ordering instrument.

IT HVAR shall specify the reason(s) for rejection.

3.4 CANCELLATION; INSPECTION AND ACCEPTANCE

Unless otherwise provided in a Contract, the Authorized Purchaser may cancel an order in whole or in part before Goods are delivered. The Authorized Purchaser has 10 calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide IT HVAR with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to:

- discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or
- otherwise nonconforming Goods (including late delivery).

If cure is allowed, notice of rejection must also specify when cure will be allowed. All returns are subject to IT HVAR's then current Return Policy, which, can be found at:

http://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf.

- 3.4.1** The Authorized Purchaser may elect to have IT HVAR deliver substitute conforming Goods at no additional cost to the Authorized Purchaser. In such an event, IT HVAR shall deliver substitute conforming Goods within 10 calendar days of receipt of notice of rejection if Goods are available in stock with IT HVAR, or 30 calendar days if Goods are not in stock or a special order.
- 3.4.2** If the Goods are rejected or acceptance is revoked, IT HVAR shall refund any Contract payments that have been made with regard to the rejected Goods, and shall, at IT HVAR's sole cost and expense, remove the Goods within 7 calendar days of receiving notice of rejection or revocation of acceptance.
- 3.4.3** Nothing contained in this section precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

3.5 FINANCING METHODS

3.5.1 PURCHASING

Authorized Purchasers may pay for purchases using any of the following methods:

- Credit Card
- Invoice

3.5.2 LEASING OR FINANCING

Authorized Purchasers may enter into lease agreement(s) to acquire Goods through this Agreement. Leasing agreements may be negotiated and managed between:

- Authorized Purchaser and
- IT HVAR Finance and Leasing Specialist and
- Leasing Company

3.6 INVOICES

IT HVAR shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. IT HVAR shall include all of the following in its invoice:

- Price Agreement number.

- Ordering instrument number.
- Goods ordered.
- Date delivered.
- Volume or quantity of Goods delivered.
- The price per item of Goods.
- The total amount invoiced.
- The address to which payment is to be sent.

3.7 PAYMENT

- 3.7.1 DISCOUNT TERMS:** Payment made on any invoice within 10 calendar days of issue may be short-paid by 0.1% if the purchase was made via Purchase Order.
- 3.7.2 RESPONSIBILITY:** IT HVAR shall look solely to Authorized Purchaser for payment of all amounts that may be due under a Contract. AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER A CONTRACT. Subject to Authorized Purchaser's acceptance of Goods, payment is due from Authorized Purchaser within 30 calendar days after the date of the invoice.
- 3.7.3 PAYMENT ADDRESS:** Payments must be sent to the address specified in the IT HVAR's invoice.
- 3.7.4 OVERDUE CHARGES:** At IT HVAR's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 3.7.5** All payments are subject to ORS 293.462.

SECTION 4: MANAGEMENT

4.1 PRICE AGREEMENT

- 4.1.1 REPORTING:** IT HVAR shall remit to DASPS a Vendor Collected Administrative Fee (VCAF) and Volume Sales Reports (VSR) as described in Exhibit C.
- 4.1.2 INSURANCE:** IT HVAR shall obtain insurance specified in Exhibit D and shall maintain the insurance until all Contracts under this Agreement are terminated.
- 4.1.3 PERFORMANCE EVALUATIONS:** DASPS may conduct evaluations of IT HVAR's performance during the term of this Agreement. DASPS will compile and maintain completed evaluations, which will become a written record of IT HVAR's performance. DASPS may also maintain as part of that written record information obtained from IT HVAR during an exit interview following Agreement termination. DASPS may provide copies of any documents in the written record to the IT HVAR and third parties upon request. DASPS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and

decisions to award contracts.

4.2 PROGRAM

4.2.1 IMPLEMENTATION

4.2.1.1 Website (State Level)

IT HVAR shall enable the Oregon IT HVAR website within 15 business days of the Effective Date of the Agreement. The site must be configured as mutually agreed between Contract Manager and DASPS Contract Administrator regarding:

- Users
- Permissions
- Restrictions

4.2.2 MAINTENANCE/IMPROVEMENT

4.2.2.1 REGULAR MEETINGS

4.2.2.1.1 **Quarterly Business Reviews:** IT HVAR Contract Manager and DASPS Contract Administrator shall meet no less than once per calendar quarter for business reviews. The reviews will include, but will not be limited to:

- Manufacturers offered
- Total contract spend by manufacturer
- Agreement and Contract Highlights – documentation of any pressing issues identified from quarter to quarter
- Service Level Requirements
- Delivery – average days to ship
- Returns – total count of returns
- Data interpretation for any reports state customers run for themselves

4.2.2.1.2 **Bi-annual Contract Improvement Meetings:** IT HVAR Contract Manager and DASPS Contract Administrator shall meet no less than twice per calendar year for contract improvement meetings. The meetings will include, but will not be limited to:

- Agreement and Contract processes
- Incidences of note
- Feedback from Contract Administrator

4.2.2.2 WEBSITE AND TRAINING

4.2.2.2.1 **Website (Authorized Purchaser Level):** IT HVAR shall enable an entity under the Oregon IT HVAR website within 5 business days of a written request to the Account Manager. The entity enablement must be configured as mutually

agreed between Account Manager and the entity representative regarding:

- Users
- Permissions
- Restrictions

4.2.2.2.2 **Education/Training:** IT HVAR to provide education/training to End Users regarding:

- Website
- Reporting
- Ordering
- Invoicing

4.2.3 PROMOTION

4.2.3.1 Oregon IT HVAR Promotion and Product Expo

IT HVAR shall coordinate and host an IT HVAR promotion event once per calendar year. The event will be located in Salem unless an alternative location is approved by DASPS Contract Administrator. The event must include but will not be limited to:

- A number of manufacturers mutually agreed upon between IT HVAR and DASPS Contract Administrator.
- Manufacturer representatives and products to promote products currently available through the IT HVAR agreement and showcase upcoming products and technology.
- Marketing and promotion of the event.

4.2.3.2 Key Events

IT HVAR shall promote the Agreement at key events throughout Oregon such as the Association for Computer Professionals in Education (ACPE), Oregon Digital Government Summit, and the Oregon Public Purchasing Association (OPPA), among others.

4.3 OREGON ECONOMIC SUPPORT

IT HVAR shall conduct various activities to stimulate Oregon's economy, including but not limited to:

4.3.1 Continually seeking to establish partnerships with local Oregon businesses through IT HVAR's partner-onboarding process.

4.3.2 Attending key events around the State to network with local businesses and bring business opportunities to their attention.

4.3.3 Highlighting local products and services on the IT HVAR website.

- 4.3.4** Working with the Certification Office of Business Inclusion and Diversity (COBID), (known as the Office of Minorities, Women, and Emerging Small Business (OMWESB) through December 31, 2015) to promote the opportunity to partner with the IT HVAR.

SECTION 5: TERMS AND CONDITIONS

5.1 TERMS AND CONDITIONS APPLICABLE TO THE AGREEMENT

- 5.1.1 AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE:** The Agreement consists of the Agreement and the attached Exhibits. In the event of a conflict, the order of precedence is as follows

- Price Agreement, less its exhibits
- Attached Exhibits
 - Exhibit A-1: Categories
 - Exhibit A-2: Manufacturers
 - Exhibit A-5: Restrictions
 - Exhibit A-3: Pricing Methodology
 - Exhibit A-4: Contract Management Services
 - Exhibit D: Insurance
 - Exhibit C: Volume Sales Reports and Vendor Collected Administrative Fees
 - Exhibit B: PO Form
- Any Contract

- 5.1.2 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 this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

- 5.1.3 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 Agreement 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 HVAR 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'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 jurisdiction based thereon.

- 5.1.4 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** IT HVAR shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of DASPS, except IT HVAR may

assign to its affiliates or to any successor corporation in the event of a merger or acquisition without DASPS' prior approval, provided, however, that IT HVAR shall send DASPS written notice of any such assignment. Further, no such written approval shall relieve IT HVAR of any obligations under this Agreement, and any assignee, transferee, or delegate shall be considered the agent of IT HVAR. The provisions of this Agreement are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.

- 5.1.5 FORCE MAJEURE:** Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DASPS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

In the event of any such delay, IT HVAR's obligations are suspended to the extent of and for the duration of such causes. However, IT HVAR shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of IT HVAR's obligations with all reasonable diligence. If necessary, the period for performance under this Agreement will be extended to enable IT HVAR, once such causes have been removed, to fulfill its obligations hereunder.

- 5.1.6 NOTICES:** Except as otherwise expressly provided in this Agreement, any communications between the parties, or notices to be given under this Agreement, 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. Any communication or notice via the United States Postal Service is deemed given 5 calendar 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.

- 5.1.7 MERGER CLAUSE; AMENDMENT; WAIVER:** This Agreement, together with the attached exhibits, 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 Agreement on the subject matter. No amendment of this Agreement 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 Agreement is not a waiver by DASPS or the Authorized Purchaser of that or any other provision.

- 5.1.8 ACCESS TO RECORDS:** IT HVAR shall retain, maintain, and keep accessible all records relevant to this Agreement (the "Records") for a minimum of 3 years, or such longer

period as may be required by applicable law following expiration or termination of the Agreement or any Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement or any Contract, whichever date is later. Financial Records will be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, IT HVAR shall permit DASPS and its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

5.1.9 TIME IS OF THE ESSENCE: Time is of the essence for performance of IT HVAR's performance obligations under this Price Agreement.

5.1.10 INDEMNIFICATION: IT HVAR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY DASPS, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL THIRD PARTY 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 OFFICERS, EMPLOYEES OR AGENTS, 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 HVAR, ITS EMPLOYEES, OR AGENTS, RELATED TO THIS AGREEMENT, (II) ANY ACT OR OMISSION BY IT HVAR THAT CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT, 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 HVAR IN WRITING OF ANY CLAIM OF WHICH DASPS OR STATE BECOMES AWARE. IT HVAR'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 HVAR'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 HVAR'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.

Data and Network Services. Except to the extent that a claim or loss results from the negligent, reckless or intentional acts or omissions of Authorized Purchaser, IT HVAR shall assume liability for all claims or losses related to data loss or breach of security caused directly or indirectly by or resulting from the Goods or Services provided by IT HVAR.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL IT HVAR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF IT HVAR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY IT HVAR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF IT HVAR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) 1.5 TIMES THE DOLLAR AMOUNT PAID BY THE STATE, DASPS OR AUTHORIZED PURCHASER FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$1,000,000.00.

5.1.11 BREACH

5.1.11.1 By IT HVAR: IT HVAR breaches this Agreement if:

- IT HVAR 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 HVAR no longer holds a license or certificate that is required for IT HVAR to perform IT HVAR's obligations under this Agreement; or
- IT HVAR commits any breach of any covenant, warranty, obligation or certification under this Agreement, provided however that IT HVAR may cure the breach within 30 calendar days after delivery of the notice or within such other period specified in DASPS' notice of default.

5.1.11.2 By DASPS: DASPS breaches this Agreement if DASPS commits any breach of any covenant, warranty, or obligation under this Agreement and such breach is not cured within 10 business days after delivery of IT HVAR's notice of breach or such longer period as IT HVAR may specify in such notice.

5.1.12 REMEDIES

5.1.12.1 DASPS' Remedies: If IT HVAR is in breach under Section 5.1.11, in addition to the remedies afforded elsewhere in this Agreement, DASPS may recover any and all

direct damages suffered as the result of IT HVAR's breach. DASPS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- Restriction of sales under the Agreement
- Suspension of sales under the Agreement
- Termination of the Agreement as provided in Section 5.1.13;
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- These remedies are cumulative to the extent the remedies are not inconsistent, and DASPS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.1.12.2 IT HVAR's Remedies: If DASPS is in breach under Section 5.1.11, IT HVAR's sole remedy is termination of this Agreement.

5.1.13 TERMINATION

5.1.13.1 By Mutual Consent: This Agreement may be terminated at any time by mutual written consent of DASPS and IT HVAR.

5.1.13.2 Rights of DASPS. DASPS may, at its sole discretion, terminate this Contract for convenience with 30 calendar days' prior written notice. DASPS may terminate this Agreement immediately upon notice to IT HVAR, or at such later date as DASPS may establish in such notice if IT HVAR is in breach of this Contract under Section 5.1.11. Upon receipt of written notice of termination, IT HVAR shall stop performance under this Agreement or any Contract if and as directed by Authorized Purchaser.

5.1.13.3 Rights of The IT HVAR: IT HVAR may terminate this Agreement with a minimum 10 calendar days' prior written notice to DASPS, if DASPS is in breach of this Agreement as described in Section 5.1.11.

5.1.14 SURVIVAL: The following provisions survive termination or expiration of this Agreement: Sections 5.1.2, 5.1.3, 5.1.8, 5.1.10, 5.1.12, 5.1.15, Exhibit C.

5.1.15 SEVERABILITY: If any provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

5.1.16 INTENDED BENEFICIARIES: DASPS and IT HVAR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.

- 5.1.17 PAYMENTS; LIENS; RECYCLING:** DASPS's performance under this Agreement is conditioned upon IT HVAR's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. IT HVAR shall, to the maximum extent economically feasible in the performance of this Agreement, 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)).
- 5.1.18 FOREIGN CONTRACTOR:** If the IT HVAR is not domiciled in or registered to do business in the State of Oregon, IT HVAR 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 Agreement. IT HVAR shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon before entering into this Agreement.
- 5.1.19 CERTIFICATION OF COMPLIANCE WITH TAX LAWS:** By signature on this Agreement for IT HVAR, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of IT HVAR and that IT HVAR is, to the best of the undersigned's knowledge, IT HVAR is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) IT HVAR has not been notified by the IRS that IT HVAR is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified IT HVAR that IT HVAR is no longer subject to backup withholding.

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

- 5.1.19.1** All tax laws of this state; For the purposes of this Section 15.1.19, "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 HVAR, to IT HVAR's property, operations, receipts, or income, or to IT HVAR's performance of or compensation for any work performed by IT HVAR;
 - Any tax provisions imposed by a political subdivision of this state that applied to IT HVAR, or to goods, services, or property, whether tangible or intangible, provided by IT HVAR; and
 - Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 5.1.19.2** Any tax provisions imposed by a political subdivision of this state that applied to IT HVAR, to IT HVAR's property, operations, receipts, or income, or to IT HVAR's performance of or compensation for any work performed by IT HVAR; (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 HVAR;

and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Further, IT HVAR shall, throughout the duration of this Agreement 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 subsection 5.1.19 constitutes a material breach of this Agreement. Further, any violation of IT HVAR's warranty set forth in subsection 5.1.19 also shall constitute a material breach of this Agreement. Any violation shall entitle DASPS or Authorized Purchaser to terminate this Agreement or any Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement or Contract, and to pursue any or all of the remedies available under this Agreement or Contract at law, or in equity, including but not limited to:

- Termination of this Agreement or Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to IT HVAR, 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 HVAR's breach of this Agreement 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.

5.1.20 COUNTERPARTS: This Agreement 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.

5.2 TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

5.2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: The Contract consists of the ordering instrument and the provisions in Section 5.2 and any additional attached terms and conditions. In the event of a conflict, the order of precedence is as follows

- Agreement
- Agreement Exhibits (order TBD)
 - Exhibit A-4: Contract Management Services
 - Exhibit A-5: Restrictions
 - Exhibit A-1: Categories
 - Exhibit A-2: Manufacturers
 - Exhibit A-3: Pricing Methodology

- Exhibit D: Insurance
- Exhibit C: Volume Sales Reports and Vendor Collected Administrative Fees
- Exhibit B: PO Form
- Section 5.2 terms and conditions
- Ordering Instrument
- Additional attached terms and conditions

5.2.2 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.

5.2.3 DESIGNATION OF FORUM AND CONSENT TO JURISDICTION

5.2.3.1 State Contract Venue; Consent To Jurisdiction: Any claim, action, suit or proceeding (collectively, “Claim”) between an Authorized Purchaser that is an agency of the State of Oregon and IT HVAR 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 HVAR 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’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 jurisdiction based thereon.

5.2.3.2 ORCPP Contract Venue; Consent To Jurisdiction: Any Claims between IT HVAR and an ORCPP Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract order 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 HVAR 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 jurisdiction based thereon.

- 5.2.4 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** IT HVAR shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under a Contract, in whole or in part, without the prior written approval of the Authorized Purchaser, except IT HVAR may assign to its affiliates or to any successor corporation in the event of a merger or acquisition without Authorized Purchaser's prior approval, provided, however, that IT HVAR shall send Authorized Purchaser written notice of any such assignment. Further, no such written approval shall relieve IT HVAR of any obligations under a Contract, and any assignee, transferee, or delegate shall be considered the agent of IT HVAR. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 5.2.5 FORCE MAJEURE:** Neither Authorized Purchaser nor IT HVAR is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. Authorized Purchaser may terminate a Contract upon written notice after determining such delay or default will reasonably prevent successful performance of a Contract.
- In the event of any such delay, IT HVAR's obligations are suspended to the extent of and for the duration of such causes. However, IT HVAR shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of IT HVAR's obligations with all reasonable diligence. If necessary, the period for performance under a Contract will be extended to enable IT HVAR, once such causes have been removed, to fulfill its obligations hereunder.
- 5.2.6 NOTICES:** Except as otherwise expressly provided in this Agreement, 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 HVAR's authorized representative listed in Section 1.2.2. Any communication or notice via the United States Postal Service is deemed given 5 calendar 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.
- 5.2.7 MERGER CLAUSE; AMENDMENT; WAIVER:** A Contract constitutes the entire agreement between IT HVAR 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.

- 5.2.8 ACCESS TO RECORDS:** IT HVAR shall retain, maintain, and keep accessible all records relevant to the a Contract (the “Records”) for a minimum of 3 years, or such longer period as may be required by applicable law following expiration or termination of a Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to a Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, IT HVAR shall permit DASPS, Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.
- 5.2.9 TIME IS OF THE ESSENCE:** Time is of the essence for performance of IT HVAR’s performance obligations under a Contract.
- 5.2.10 INDEMNIFICATION:** IT HVAR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL THIRD PARTY 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, OFFICERS, EMPLOYEES OR AGENTS, 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 HVAR, ITS EMPLOYEES, OR AGENTS, RELATED TO A CONTRACT, (II) ANY ACT OR OMISSION BY IT HVAR 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 HVAR IN WRITING OF ANY CLAIM OF WHICH AUTHORIZED PURCHASER OR STATE BECOMES AWARE. IT HVAR’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 HVAR’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 HVAR’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.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL IT HVAR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF IT HVAR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY IT HVAR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF IT HVAR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) 1.5 TIMES THE DOLLAR AMOUNT PAID BY THE STATE, DASPS OR AUTHORIZED PURCHASER FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$1,000,000.00.

5.2.11 BREACH

5.2.11.1 By IT HVAR: IT HVAR breaches a Contract if:

- IT HVAR 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 HVAR no longer holds a license or certificate that is required for IT HVAR to perform IT HVAR's obligations under a Contract; or
- IT HVAR commits any breach of any covenant, warranty, obligation or certification under a Contract, provided however that IT HVAR may cure the breach within 30 calendar days after delivery of notice or within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the breach is curable by IT HVAR.

5.2.11.2 By Authorized Purchaser: Authorized Purchaser breaches a Contract if:

- Authorized Purchaser fails to pay IT HVAR 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 HVAR's notice or such longer period as IT HVAR 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 HVAR's notice of breach or such longer period as IT HVAR may specify in such notice.

5.2.12 REMEDIES

5.2.12.1 Authorized Purchaser's Remedies: If IT HVAR is in breach under Section 5.2.11, in addition to the remedies afforded elsewhere in a Contract, the Authorized Purchaser may recover any and all direct damages suffered as the result of IT HVAR's breach. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under a Contract and at law or in equity, including, but not limited to:

- Termination of a Contract as provided in Section 5.2.13;
- Withholding all monies due for invoiced Goods that IT HVAR is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.
- These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2.12.2 IT HVAR's Remedies: If Authorized Purchaser terminates a Contract, or if Authorized Purchaser is in breach under Section 5.2.11 and whether or not IT HVAR elects to exercise its right to terminate a Contract under Section 5.2.13, IT HVAR's sole remedy is:

- a claim against Authorized Purchaser for the unpaid purchase price for Goods delivered,
- with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed ,
- with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed, and
- any claim(s) allowed by applicable law.

If previous amounts paid to IT HVAR exceed the amount due to IT HVAR under this section, IT HVAR shall pay any excess to Authorized Purchaser upon written demand.

5.2.13 TERMINATION

5.2.13.1 By Mutual Consent: A Contract may be terminated at any time by mutual written consent of Authorized Purchaser and IT HVAR.

5.2.13.2 Rights of Authorized Purchaser. Authorized Purchaser may, at its sole discretion, terminate a Contract for convenience with 30 calendar days' prior written notice. Authorized Purchaser may terminate a Contract immediately upon notice to IT HVAR, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

- Authorized Purchaser fails to receive 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;
- federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods by Authorized Purchasers under the Price Agreement is prohibited, or Authorized Purchasers are prohibited from paying for such Goods from the planned funding sources; or
- IT HVAR is in breach of a Contract under Section 5.2.11. Upon receipt of written notice of termination, IT HVAR shall stop performance under a Contract if and as directed by Authorized Purchaser.

5.2.13.3 Rights of The IT HVAR: IT HVAR may terminate a Contract with a minimum 10 calendar days' prior written notice to Authorized Purchaser, if Authorized Purchaser is in breach of a Contract as described in Section 5.2.11.

5.2.14 SURVIVAL: The following provisions survive termination or expiration of a Contract: Sections 5.2.2, 5.2.3, 5.2.8, 5.2.10, 5.2.12, 5.2.15, 5.2.22, 5.2.23.1, 5.2.23.4.

5.2.15 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.

5.2.16 ASSIGNMENT OF ANTITRUST RIGHTS. IT HVAR irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the IT HVAR now has or which may accrue to the IT HVAR in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the IT HVAR for the purpose of carrying out the IT HVAR's obligations under this Agreement or any Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. IT HVAR shall require any subcontractors hired to perform any of IT HVAR's duties under this Agreement or any Contract to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the IT HVAR in pursuance of this Agreement or any Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

5.2.17 PRICES: IT HVAR represents that all prices for Goods under a Contract follow the pricing methodology stated in Exhibit A-3.

5.2.18 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.

- 5.2.18.1 A Contract created by an ordering instrument consists only of the terms specified by this Agreement. Additional, terms and conditions issued by Authorized Purchaser, may not vary the terms of or conflict with the terms of this Agreement. Conflicting terms and conditions on an ordering instrument are of no effect.
- 5.2.18.2 IT HVAR shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates. IT HVAR may, but is not required to accept an ordering instrument that requests delivery schedule of less than any minimum lead time (if any) specified in Exhibit A.
- 5.2.18.3 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and IT HVAR and include the terms set forth in Section 5.2. As used in the Contracts, "Price Agreement" or "Agreement" means this Agreement.
- 5.2.18.4 DASPS is not obligated or liable under an ordering instrument unless DASPS is purchasing Goods as the Authorized Purchaser.
- 5.2.18.5 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument.
- 5.2.18.6 IT HVAR shall accept ordering instruments only from Authorized Purchasers under this Agreement. IT HVAR may verify that Authorized Purchasers are ORCPP participants at the following address:
<http://www.oregon.gov/das/egs/ps/orcpp/orcppmemberlist.pdf>.
- 5.2.18.7 IT HVAR shall reject an ordering instrument that does not meet the requirements of this Agreement.

5.2.19 REPRESENTATIONS AND WARRANTIES

- 5.2.19.1 **Officer Status, Insurance:** IT HVAR 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 HVAR represents and warrants that IT HVAR has obtained and will maintain during the term of a Contract all insurance required by the Agreement.
- 5.2.19.2 **Warranty on Materials, Design, Manufacture:** DASPS and Authorized Purchaser acknowledge IT HVAR is not the manufacturer of the Goods and that the warranties offered are those of the manufacturer, not IT HVAR or its affiliates. **IT HVAR shall pass through all manufacturer warranties.** To the extent of its knowledge, IT HVAR represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. Authorized Purchaser's remedy with respect to this warranty will be to either (a) allow IT HVAR to use its reasonable commercial efforts to re-perform any Services not in substantial

compliance with this warranty, or (b) refund amounts paid by Authorized Purchaser related to the portion of the Services not in substantial compliance; provided, in each case, Authorized Purchaser notifies IT HVAR in writing within 5 business days after performance of the applicable services. In the case of Services provided by a third party (not an employee, subcontractor or agent of IT HVAR), the third party will be responsible for providing the third party services to Authorized Purchaser, and Authorized Purchaser will look to the third party for any loss, claims or damages arising from or related to the provision of such third party services. With respect to third party services, IT HVAR acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, taxes. EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, IT HVAR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE GOODS OR THEIR PERFORMANCE OR NONPERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES (NOT PERFORMED BY IT HVAR OR ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS).

5.2.19.3 Warranty on Service Standards: IT HVAR 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.

5.2.19.4 Software Warranties: IT HVAR 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 State with the Software.

5.2.19.5 Warranty of Title: IT HVAR represents and warrants that all Goods are free and clear of any liens or encumbrances, that IT HVAR has full legal title to the Goods or authority to transfer 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.

5.2.19.6 Warranty on Safety and Health Requirements: IT HVAR represents and warrants that Goods provided under this Agreement 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.

5.2.19.7 Manufacturer Warranties: IT HVAR 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.

5.2.19.8 Warranties Cumulative: The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Agreement or in a Contract. All warranties provided in this Agreement or a Contract are cumulative, and are intended to afford DASPS or the Authorized Purchaser the broadest warranty protection available.

5.2.20 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

5.2.20.1 IT HVAR shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement and any Contract issued hereunder as they may be adopted or amended from time to time.

5.2.20.2 Statutory Terms: Authorized Purchaser's performance under a Contract is conditioned upon IT HVAR'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 HVAR 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)).

5.2.20.3 Noncompliant Goods: IT HVAR shall not sell noncompliant goods. In the event noncompliant goods are sold, Authorized Purchaser shall have the right to terminate the Contract and obtain a full refund of all amounts paid without incurring any termination fees if IT HVAR fails to correct any defect in the noncompliant goods within 30 days of receipt of written notice from Authorized purchaser that goods are noncompliant.

In the event of a conflict between the specifications in a Contract and applicable federal or State law, the law prevails.

5.2.20.4 Recalled Goods or Components: In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by IT HVAR not to be in compliance with the applicable specifications, IT HVAR shall immediately notify DASPS and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- Cancel any portion of the ordering instrument.
- Reject the Goods.
- Revoke its acceptance of the Goods.
- Require IT HVAR to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, IT HVAR shall promptly remove the Goods at its sole cost and expense, and reimburse Authorized Purchaser for any payments made.

5.2.21 MATERIAL SAFETY DATA SHEET: IT HVAR 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 Price Agreement which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, IT HVAR must properly label, tag or mark such Goods. Additionally, IT HVAR shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

5.2.22 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.

5.2.23 INDEPENDENT CONTRACTOR STATUS, RESPONSIBILITY FOR TAXES AND WITHOLDING: IT HVAR 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 HVAR's performance. IT HVAR is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

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

5.2.24 LICENSE OF OPERATING SYSTEM SOFTWARE: IT HVAR is an authorized distributor of the operating system software (and documentation and associated manuals) (the "Software"), and is authorized to sell such software to Authorized Purchaser. Authorized Purchaser shall have the right to review the proposed license agreement and negotiate terms with the licensor. If the Authorized Purchaser and licensor cannot reasonably agree to terms, Authorized Purchaser may return the Goods to IT HVAR and IT HVAR shall provide a full refund including any shipping and handling charges and without incurring any termination liability.

5.2.25 MAINTENANCE AND SUPPORT: IT HVAR represents that either

- it will, within a reasonable time following Authorized Purchaser's request, enter into an agreement with Authorized Purchaser, upon commercially reasonable terms, for long term maintenance and support; or
- within a reasonable time following Authorized Purchaser's request, IT HVAR will offer Authorized Purchaser the opportunity to enter into a maintenance and support agreement with the manufacturer or other provider, upon commercially reasonable terms.

At a minimum, such maintenance and support agreement will require the entity providing support to be available 24 hours a day, seven days a week, and to respond to Authorized Purchaser's request for support for the Goods within four hours. Such response time shall require the entity providing maintenance and support to make all commercially reasonable efforts to return Authorized Purchaser's phone call requesting support within 30 minutes, and in the case of Goods problems requiring service, to make all commercially reasonable efforts to be at Authorized Purchaser's site within 1 hour maximum. 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 HVAR and IT HVAR shall provide a full refund including any shipping and handling charges and without incurring any termination liability.

All subcontractors must be certified or authorized by the original equipment manufacturer to perform maintenance and service on the Goods.

5.2.26 ACCEPTANCE TEST: Unless otherwise provided in the Contract, Section 3.4 above controls acceptance of the Goods. However, Authorized Purchaser may specifically provide in a Contract that Authorized Purchaser shall commence acceptance testing on the first day following notification by Authorized Purchaser to IT HVAR that all Goods IT HVAR is required to provide under the Contract have been received and installed and available to be tested as required by this Agreement or any Contract issued hereunder. Authorized Purchaser shall have a 30 calendar day period or such other period as agreed upon by Authorized Purchaser and IT HVAR ("Acceptance Test Period") to test the functionality of the Goods to determine whether they perform in accordance with the specifications and in accordance with the manufacturer's official published specifications ("Acceptance Test Performance Requirements"). The Acceptance Test Performance Requirements shall constitute the acceptance test ("Acceptance Test"). Authorized Purchaser shall accept the Goods if it performs in accordance with the Acceptance Test Performance Requirements.

No later than 5 business days of the completion of the Acceptance Test, Authorized Purchaser shall notify IT HVAR in writing regarding whether the Goods has passed or failed the Acceptance Test. If the Goods pass the Acceptance Test, then such notice shall be deemed "Final Acceptance." If the Goods fail the Acceptance Test, written notice shall be given and include the specific reason(s) for the failures. In the event of failure, IT HVAR shall be entitled to conduct the Acceptance Test, within 10 calendar days of

Authorized Purchaser's notification to verify failure, at IT HVAR's expense. If the Goods pass the Acceptance Test performed by IT HVAR, and Authorized Purchaser does not agree to decree Final Acceptance of the Goods, IT HVAR shall have the option to have Authorized Purchaser return the Goods to IT HVAR at the Authorized Purchaser's expense and refund IT HVAR's shipping costs. Alternatively or in addition to such return, IT HVAR shall be entitled to pursue the remedies available to IT HVAR under the Contract.

5.2.27 TITLE: Title for the Goods passes to Authorized Purchaser upon acceptance and payment by Authorized Purchaser to IT HVAR.

SECTION 6: EXHIBITS

- Exhibit A-1 Categories
- Exhibit A-2 Manufacturers
- Exhibit A-3 Pricing Methodology
- Exhibit A-4 Contract Management Services
- Exhibit A-5 Restrictions
- Exhibit B Purchase Order Form
- Exhibit C Vendor Collected Administrative Fee (VCAF) and Volume Sales Report (VSR)
- Exhibit D Insurance

SECTION 7: SIGNATURES

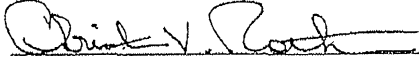
The undersigned represents:

- He/she is a duly authorized representative of IT HVAR, has been authorized by IT HVAR to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of IT HVAR;
- IT HVAR is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- IT HVAR will furnish the Goods in accordance with Contracts under this Agreement; and
- IT HVAR shall furnish federal identification number or social security number under a separate document.

IT HVAR has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that IT HVAR is not in violation of any nondiscrimination laws.

CDW Government LLC

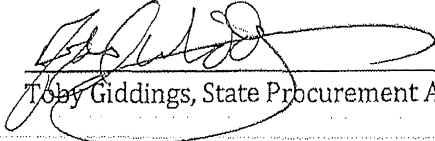
CDW Government LLC



Christina V. Rother, President

9/25/2015
Date

Department of Administrative Services - Procurement Services



Toby Giddings, State Procurement Analyst

9/25/2015
Date

Department of Justice - Approved

approved via email dated

Karen Johnson, Assistant Attorney General

9/24/2015
Date