



Linu Parappilly  
 Director of Technology Services

07/30/2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County  
 Commissioners Clackamas  
 County

**Approval of a Board Order authorizing a Purchase Order for Adobe Enterprise Volume Licensing through a Cooperative Contract with Dell Marketing LP. Purchase order value is \$203,786.91 for 1 year. Funding is through departmental cost allocation and direct departmental billing which may include a small portion of budgeted County General Funds.**

<b>Previous Board Action/Review</b>	None		
<b>Performance Clackamas</b>	1. Which indicator of success does this item affect? Build a strong infrastructure. Build public trust through good government.		
<b>Counsel Review</b>	A. Naylor	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Casi Potter	<b>Contact Phone</b>	503-722-6651

**EXECUTIVE SUMMARY:** The purpose of this board order is to approve the renewal of our Enterprise Term Licensing Agreement for Adobe Products. This includes Acrobat Pro License, Creative Cloud Apps, and Adobe Sign. Adobe products are used County wide for editing PDF's, creative design, and e-signatures. Adobe License and e-signatures will be direct billed to departments based on users, and usage throughout the year. This purchase is via a Governmental Cooperative through Dell Marketing LP. The approval of the board order will delegate authority for County Finance to issue a purchase order for a total contract value of \$203,786.91 for a 1 year term.

**RECOMMENDATION:** Staff respectfully recommends the Board of County Commissioners approve the Board Order allowing the purchase of Adobe for Enterprise through Dell Marketing LP.

Respectfully,

Linu Parappilly  
 Director, Technology Services

For Filing Use Only

[Department I



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving  
Issuance of Purchase Order to  
purchase Software Licenses



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County  
Commissioners orders as follows:**

1. The requested purchase of the aforementioned goods and services from DELL Marketing LP., in the amount of \$203,786.91, is hereby approved;
2. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned software and services.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2024

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 31, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

<b>Quote No.</b>	<b>3000179239561.1</b>	Sales Rep	Baylor Simmons
<b>Total</b>	<b>\$203,786.91</b>	Phone	(800) 456-3355
Customer #	51183877	Email	Baylor.Simmons@dell.com
Quoted On	Jul. 22, 2024	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Jul. 31, 2024		CLACKAMAS COUNTY
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		PUBLIC SERVICES
Contract Code	C000000979569		2051 KAEN RD
Customer Agreement #	MHEC-04152022		OREGON CITY, OR 97045-4035

### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Baylor Simmons

### Additional Comments

Agreement#: 40715276 Contract End Date: 07/25/2024 Maintenance End Date: 07/22/2025 Months Remaining For This Current Bill: 12 Total Months to Bill: 12

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
ACCOUNTS PAYABLE CLACKAMAS COUNTY 2051 KAEN RD PUBLIC SERVICES OREGON CITY, OR 97045 (555) 555-9999	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12M	\$387.00	2	\$774.00

VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - EACH SUBSCRIPTION 12 MONTHS	\$29,000.00	1	\$29,000.00
VLA ETLA ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE PER USER 1Y	\$110.00	88	\$9,680.00
VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION PROFESSIONAL SERVICES 12 MONTHS	\$5,541.23	1	\$5,541.23
VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE ALL APS PRO PER USER 12 MONTHS	\$835.00	2	\$1,670.00
VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE ALL APS PRO PER USER 12 MONTHS	\$835.00	31	\$25,885.00
VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12M	\$387.00	23	\$8,901.00
VLA ETLA ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE PER USER 1Y	\$110.00	1061	\$116,710.00
VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12M	\$199.48	2	\$398.96
VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE ALL APS PRO PER USER 12 MONTHS	\$430.41	2	\$860.82
VLA ETLA ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE PER USER 1Y	\$56.70	77	\$4,365.90

Subtotal:	\$203,786.91
Shipping:	\$0.00
Non-Taxable Amount:	\$203,786.91
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<b>Total:</b>	<b>\$203,786.91</b>

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Accelerate the power of AI for your data

Take the first step in achieving Generative AI success

[Learn More](#)

## Shipping Group Details

### Shipping To

ACCOUNTS PAYABLE  
 CLACKAMAS COUNTY  
 2051 KAEN RD  
 PUBLIC SERVICES  
 OREGON CITY, OR 97045  
 (555) 555-9999

### Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
<b>VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12M</b>	\$387.00	2	\$774.00

Estimated delivery if purchased today:  
 Aug. 15, 2024  
 Contract # C000000979569  
 Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12M	AD090671	-	2	-

	Unit Price	Quantity	Subtotal
<b>VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - EACH SUBSCRIPTION 12 MONTHS</b>	\$29,000.00	1	\$29,000.00

Estimated delivery if purchased today:  
 Aug. 15, 2024  
 Contract # C000000979569  
 Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - EACH SUBSCRIPTION 12 MONTHS	AD056944	-	1	-

	Unit Price	Quantity	Subtotal
<b>VLA ETLA ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE PER USER 1Y</b>	\$110.00	88	\$9,680.00

Estimated delivery if purchased today:  
 Aug. 16, 2024  
 Contract # C000000979569  
 Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ETLA ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE PER USER 1Y	AD056943	-	88	-

	Unit Price	Quantity	Subtotal
<b>VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION PROFESSIONAL SERVICES 12 MONTHS</b>	\$5,541.23	1	\$5,541.23

Estimated delivery if purchased today:  
 Aug. 15, 2024  
 Contract # C000000979569  
 Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION PROFESSIONAL SERVICES 12 MONTHS	AD056930	-	1	-

	Unit Price	Quantity	Subtotal
<b>VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE ALL APS PRO PER USER 12 MONTHS</b>	\$835.00	2	\$1,670.00

Estimated delivery if purchased today:  
 Aug. 15, 2024  
 Contract # C000000979569  
 Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE ALL APS PRO PER USER 12 MONTHS	AD090669	-	2	-

	Unit Price	Quantity	Subtotal
<b>VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE ALL APS PRO PER USER 12 MONTHS</b>	<b>\$835.00</b>	<b>31</b>	<b>\$25,885.00</b>

Estimated delivery if purchased today:  
Aug. 16, 2024  
Contract # C000000979569  
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE ALL APS PRO PER USER 12 MONTHS	AD090669	-	31	-

	Unit Price	Quantity	Subtotal
<b>VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12M</b>	<b>\$387.00</b>	<b>23</b>	<b>\$8,901.00</b>

Estimated delivery if purchased today:  
Aug. 15, 2024  
Contract # C000000979569  
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12M	AD090671	-	23	-

	Unit Price	Quantity	Subtotal
<b>VLA ETLA ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE PER USER 1Y</b>	<b>\$110.00</b>	<b>1061</b>	<b>\$116,710.00</b>

Estimated delivery if purchased today:  
Aug. 16, 2024  
Contract # C000000979569  
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ETLA ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE PER USER 1Y	AD056943	-	1061	-

	Unit Price	Quantity	Subtotal
<b>VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12M</b>	<b>\$199.48</b>	<b>2</b>	<b>\$398.96</b>

Estimated delivery if purchased today:  
Aug. 15, 2024  
Contract # C000000979569  
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12M	AD090672	-	2	-

	Unit Price	Quantity	Subtotal
<b>VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE ALL APS PRO PER USER 12 MONTHS</b>	<b>\$430.41</b>	<b>2</b>	<b>\$860.82</b>

Estimated delivery if purchased today:  
Aug. 15, 2024  
Contract # C000000979569  
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE ALL APS PRO PER USER 12 MONTHS	AD090670	-	2	-

	Unit Price	Quantity	Subtotal
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# Important Notes

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## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.