

COL00MSS

TYPE OF RECORD: ACTIVE NON PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: STATE OF COLORADO, DEPT. OF PERSONNEL
(STATE BID)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MICROSOFT SELECT PROGRAM
MSLI, GP, 6100 NEIL ROAD, SUITE 210, RENO, NV 89511-1137

CITY DEPARTMENT: ADMINISTRATIVE SERVICES

YEAR: 2000

EXPIRATION DATE: ?? 7/01/01

DESTRUCTION DATE: 01/08

**INTERGOVERNMENTAL MASTER SOFTWARE LICENSING PROGRAM
ENROLLMENT AGREEMENT**

THIS agreement, made this 2 day of JUNE 2000, by and between CITY OF GRAND JUNCTION hereinafter referred to as "enrolling entity," and the State of Colorado, acting through the Department of Personnel hereinafter referred to as The State,

WHEREAS, pursuant to section 24-110-201, C.R.S. (1997), any public procurement unit may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies or services with one or more public procurement units; and

WHEREAS, the State has negotiated master software licensing terms and conditions to permit statewide orders by State agencies, departments, institutions and political subdivisions from master licensing agreements with software manufacturers/publishers; and

WHEREAS, the State is agreeing to administer such master licensing programs in accordance with the terms of such programs; and

WHEREAS, the enrolling entity is an eligible agency, department, institution or political subdivision under such master software licensing agreements;

NOW THEREFORE, it is hereby agreed that:

1. The enrolling entity acknowledges that it has received a copy of the program and licensing terms under:
 - a. Microsoft Government Select Master Agreement, dated (12/2/99); the Microsoft Education Select Master Agreement, dated (_____) Product Use Rights (Addendum A) dated June 1, 1999; all as amended by the State of Colorado Amendment, dated (_____);
2. The enrolling entity acknowledges that these agreements contain confidentiality provisions and use restrictions on software ordered under such agreements, and the enrolling entity will disseminate such limits and restrictions on use to its employees. The agreements require that enrolling entities take reasonable steps to protect software and documentation from unauthorized copying or use. Enrolling entities may not disassemble or decompile the software. The agreements also contain specific use audit, self-audit, and reporting/certification provisions to validate compliance with license restrictions. The parties agree that the Department of Personnel shall not be responsible for any liability arising out of orders placed by the enrolling entity or any costs associated with audits or purchases of additional license rights after audits under these agreements. Collection of and/or disagreements over payment are the sole responsibility of the reseller and the individual enrolling entity. In the event an enrolling entity is determined to be liable for the costs of an audit, the enrolling entity is responsible for any such costs under these agreements. Enrolling entities shall, at their own expense, satisfy reporting obligations under these agreements with respect to their own use of software ordered from these agreements.
3. The enrolling entity will comply with the terms in the then-current State Award in placing orders under this program, through the reseller administering the program. The enrolling entity will furnish updated information concerning the identity of its program point of contact to the reseller. The enrolling agency's point of contact for purposes of this program is:

Name R. L. WATKINS CPO
Title or Position PURCHASING MANAGER
Address 2549 RIVER ROAD, GRAND JUNCTION, CO 81505-7209
Telephone (970) 244-1534

4. The enrolling entity shall not distribute or redistribute or permit any of its employees to distribute or redistribute files, code or software (as those terms are used in the Microsoft Product Use Rights, dated June 1, 1999, and as later revised). This prohibition shall apply to any use, distribution, or redistribution of files, code or software that is subject to an express duty of indemnification by the State in the Microsoft Product Use Rights, as it may be amended from time to time.

5. No software product or licenses may be sublicensed, transferred, or assigned (such as to an "Affiliate" entity as that term may be used in the Microsoft Select Agreements) to another entity except to the extent that such sublicense, transfer, or assignment is permitted under the terms of the applicable program, and then only if such entity has executed an Intergovernmental Master Software Licensing Program Enrollment Agreement. The enrolling entity shall remain responsible for all acts and omissions of such entities to which it sublicenses, transfers or assigns such software products or licenses. Written notice of the terms of such sublicense, transfer or assignment shall be provided to the reseller in a form acceptable to the Division of Purchasing.

6. TO THE EXTENT AUTHORIZED BY LAW, THE ENROLLING ENTITY SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE DEPARTMENT OF PERSONNEL, STATE OF COLORADO AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITY AND COURT AWARDS, INCLUDING COSTS, EXPENSES, AND ATTORNEY FEES, INCURRED AS A RESULT OF BREACH OF OBLIGATIONS UNDER THIS AGREEMENT OR THE PROGRAM AND/OR LICENSING AGREEMENTS REFERRED TO HEREIN BY THE ENROLLING ENTITY, OR ITS EMPLOYEES, AGENTS, OR ASSIGNEES.

CITY OF GRAND JUNCTION

Enrolling Entity Name

R. J. Watkins CPPD

Authorized Signature



PURCHASING MANAGER

Title (e.g. Clerk)

Stephanie Nye

Department of Personnel
State Purchasing Director

For Microsoft Internal Use Purposes

Enrollment Number _____
Master Agreement Expiration Date _____

Customer must complete the following:

Master Agreement Number _____
Name of Customer signing Master Agreement _____

CI-70769
STATE OF COLORADO

MICROSOFT SELECT ENROLLMENT AGREEMENT

This MICROSOFT SELECT ENROLLMENT AGREEMENT is entered into between the following companies as of the date identified under Microsoft's signature below.

_____	MSLI, GP
Company _____	Contracting Microsoft Affiliate _____
Address: _____	Address: 6100 Neil Road
_____	Suite 210
_____	Reno, NV 89511-1137
Telephone: _____	Telephone: 775-823-5600
Fax: _____	Fax: 775-826-7287
Email: _____	
For the Attention of: _____	For the Attention of: Dept. 551, Volume Licensing

Terms used in this enrollment shall have the meanings assigned to them in the Master Agreement identified above. By signing this enrollment, you represent and warrant that:

- a. You have read and understood the Master Agreement identified above, including any addenda and amendments to that agreement (specifically including but not limited to the current version of the use terms), and agree to be bound by those terms.
- b. You are an affiliate of the entity that signed the Master Agreement identified above.
- c. You expect to acquire licenses equivalent to at least 500 points during the term of this enrollment.

This enrollment consists of (1) this cover page, (2) Address Information Form, (3) Affiliate Participation Form, (4) Reseller Information Form, and (5) the Product Lists and the use terms in effect during the Master Agreement identified above. By signing below, you represent that the information that you provide on each of the attached forms is accurate.

Name of Company (Entity Name): <u>CITY OF GRAND JUNCTION</u>		Name of contracting Microsoft affiliate: <u>MSLI, GP</u>	
By: <u><i>R.L. Watkins</i></u> CPO <i>(signature)</i>		By: _____ <i>(signature)</i>	
Name: <u>R.L. WATKINS</u> CPO <i>(printed)</i>		Name: _____ <i>(printed)</i>	
Title: <u>PURCHASING MANAGER</u> <i>(printed)</i>		Title: _____ <i>(printed)</i>	
Date: <u>6/1/2000</u>		Date: _____	

The enrollment and attached documents should be sent to the following address for approval and processing:	MSLI, GP	Telephone Number (country code-area code- phone number):
	6100 Neil Road Suite 210 Reno, NV 89511-1137	775-823-5600
		Facsimile Number (country code-area code- phone number):
		775-826-7287

Address Information Form

(The following information must be completely filled in by the Customer for Microsoft to accept this agreement)

Any notices must be addressed to the contact and locations outlined below. We will notify you in writing if our address information changes. You must notify us in writing if your address changes.

Notices Information

Customer Information	Microsoft Information
Company Name CITY OF GRAND JUNCTION	Name and address of contracting Microsoft affiliate MSLI, GP
Street Address and/or post office box 250 NORTH 5TH ST.	6100 Neil Road Suite 210
City and State / Province GRAND JUNCTION, CO	Reno, NV 89511-1137
Country and Postal Code US 81501	USA
Contact Name FRED STROH	
Phone Number (970) 244-1525	Phone Number - 775-823-5600
Fax Number (970) 244-1599	Fax Number - 775-826-7287
Internet Address FREDS.ci.grandjct.CO.US	
	Microsoft Corporation Law and Corporate Affairs One Microsoft Way Redmond, Washington USA 98052 Attention: Select Attorney

Shipping Information

License Confirmations and Select CD-ROMs will be shipped to the following address. If CD-ROM ship address differs from the License Confirmation ship address, please complete the Welcome Kit/CD-ROM shipment address section on the following page.

License Confirmation Information *(if different from notices address above)*

Microsoft Contact Information

Customer Name	Microsoft Account Manager Name
Street Address	Microsoft Office Location
City and State / Province	Microsoft Contact Email Address <i>(if applicable)</i>
Country and Postal Code	
Contact Name	
Phone Number	
Fax Number	
Internet Address	
Language <i>(If different than language of this agreement)</i>	

Microsoft will automatically ship ONE SELECT CD-ROM subscription with a Welcome Kit for each pool and language designated in the table below. If your right to purchase licenses under a particular pool has been terminated (for failure to comply with your forecast), Microsoft will discontinue shipment of subscriptions for that pool. Please mark each box with an "X" for the language(s) you wish to have shipped for each of the pools you have chosen on the Master Agreement identified on the cover page. You may only enroll in the pool or pools designated under the Master Agreement. If you would like to receive *additional* shipments of CD-ROM subscriptions you may order them through your Large Account Reseller for a fee.

Language	Application Pool	System Pool	Server Pool
Arabic			
Basque			
Brazilian			
Catalan			
Chinese-Simplified			
Chinese-Traditional			
Czech			
Danish			
Dutch			
East European			
English			
Finnish			
French			
French Canadian			
German			
Greek			
Hebrew			
Hungarian			
International English			
Italian			
Japanese			
Korean			
Norwegian			
Polish			
Portuguese			
Russian			
Spanish			
Swedish			
Thai			
Turkish			

Welcome Kit / CD-ROM Shipment Contact (if different from License Confirmation contact)

Company Name	Contact Name
Street Address	Phone Number
City and State / Province	Fax Number
Country and Postal Code	Internet Address

Reseller Information Form

You must choose a Large Account Reseller authorized in your area. If, at any time during the term of the agreement, you wish to terminate the relationship with your designated Large Account Reseller, or if we discontinue the reseller's status as Large Account Reseller, you must choose a replacement. If you intend to change Large Account Resellers, you must notify us and the old Large Account Reseller in writing of the new Large Account Reseller you have designated. To avoid purchasing delays such a change might entail, you should provide us with 30 days prior written notice.

(The following sections should be completed by the Large Account Reseller)

Large Account Reseller Headquarter Information

**Large Account Distributor Information
(if applicable)**

Reseller Name	Distributor Name
Headquarters Street Address and/or post office box	Headquarters Street Address and/or post office box
City and State / Province	City and State / Province
Country and Postal Code	Country and Postal Code
Contact Name	Contact Name
Phone Number	Phone Number
Fax Number	Fax Number
Internet Address	Internet Address

The undersigned confirms that the Large Account Reseller and Large Account Distributor information is correct.

Name of Large Account Reseller: <hr/> By: _____ (signature)	Name of Large Account Distributor (if appropriate): <hr/> By: _____ (signature)
Name: _____ (printed)	Name: _____ (printed)
Title: _____ (printed)	Title: _____ (printed)
Date: _____	Date: _____