

**CONTRACT FOR GOODS  
TILLAMOOK COUNTY AND CDW GOVERNMENT LLC  
SOPHOS FIVE-YEAR ANTIVIRUS LICENSE SUBSCRIPTION**

This contract is entered into, in duplicate, by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter called "county", and CDW GOVERNMENT LLC, hereafter called "contractor", for the project entitled "SOPHOS FIVE-YEAR ANTIVIRUS LICENSE SUBSCRIPTION", hereinafter called "contract". The mutual promises of each are given in exchange and as consideration for, the promises of the other.

Contractor and county mutually covenant and agree as follows:

1. The GRAND TOTAL PRICE for the goods provided by contractor to county shall be in the amount quoted in the "Bid Form" which is the cost to county of Fifty-Eight Thousand One Hundred Thirty-Five and 70/100 Dollars (\$58,135.70), unless otherwise adjusted in accordance with the terms of this contract.
2. The time of completion for this contract is 12/31/2028
3. The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
  - 3.1 This Contract;
  - 3.2 Public Contract Provisions;
  - 3.3 Quote # NPTZ840; and
  - 3.4 Contract Extension: Sourcewell #081419-CDW Technology Catalog Solutions.

Contractor agrees as follows:

4. In consideration of the sums to be paid by county in the manner and at the times provided and in consideration of the other covenants and agreements contained herein, contractor agrees to provide the goods herein described. This contract shall be binding upon the contractor's heirs, executors, administrators, successors and assigns.
5. Contractor shall faithfully complete and perform all of the obligations of the contract and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the county, its agents or employees.
6. Contractor shall hold the county harmless for any liens, claims, damages or other liabilities of the contractor related to the performance of this contract. Contractor

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shall indemnify and save harmless the county from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and expenses of litigation for personal or property damage to contractor or to third parties arising out of contractor's performance of the duties required by this contract.

County agrees as follows:

7. In consideration of the faithful performance of all of the obligations, general and special, herein set out in accordance with the county and to its satisfaction, the county agrees to pay to the contractor the amount earned and to make such payments in the manner and at the times provided herein and in the schedule of contract prices.

The parties mutually agree as follows:

8. Miscellaneous

8.1 Integration

This contract supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties.

8.2 Savings

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of this contract shall remain in full force and effect.

8.3 Waiver; Modification

Failure to enforce any provision of this contract does not constitute a continuing waiver of that provision, any other provision or of the entire contract. The rights and duties under this contract shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.4 Jurisdiction; Law

This contract is executed in the State of Oregon and is subject at all times to Tillamook County Ordinances and Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.

8.5 Attorney Fees

Attorney fees, costs and disbursements necessary to enforce this contract through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

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8.6 Notices

Any notice required or permitted under this contract shall be in writing and deemed given when:

8.6.1. Actually delivered, or

8.6.2. Three (3) days after deposit in the United States Mail, certified, postage prepared, addressed to the other party at their last known address.

8.7 Breach

Contractor agrees to immediately notify county of any potential unauthorized breach, use or disclosure of data or information, and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.

ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN CONTRACT.

Approved as to form and content this 21<sup>st</sup> day of December, 2023.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

CONTRACTOR:                   CDW GOVERNMENT LLC

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Brian Fisher  
230 N Milwaukee Ave  
Vernon Hills, Illinois 60061  
800-865-6000  
ContMgt@cdw.com

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

Aye    Nay    Abstain/Absent

\_\_\_\_\_  
Erin D. Skaar, Chair

\_\_\_\_    \_\_\_\_    \_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Mary Faith Bell, Vice-Chair

\_\_\_\_    \_\_\_\_    \_\_\_\_/\_\_\_\_

\_\_\_\_\_  
David Yamamoto, Commissioner

\_\_\_\_    \_\_\_\_    \_\_\_\_/\_\_\_\_

ATTEST:    Christy Biggs,  
                  County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
      Special Deputy

\_\_\_\_\_  
William K. Sargent,  
County Counsel

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**PUBLIC CONTRACT PROVISIONS**

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, contractor shall pay the employee at least time and one-half (1 and 1/2) pay for

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all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.
12. Contractor's Compliance with Tax Laws
  - A. Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 13.3.1 through 13.3.4 of this contract.
  - B. Any violation of subsection A of this section shall constitute a material breach of this contract. Further, any violation of contractor's warranty, in subsection 13.3 of this contract, that contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this contract. Any violation shall entitle county to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:
    1. Termination of this contract, in whole or in part;
    2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to contractor, in an amount equal to county's setoff right, without penalty; and

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3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of contractor's breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and county may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

13. Contractor's Representations and Warranties

Contractor represents and warrants to county that:

- A. Contractor has the power and authority to enter into and perform this contract.
- B. This contract, when executed and delivered, is a valid and binding obligation of contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this contract, faithfully has complied with:
  1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  2. 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;
  3. 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
  4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any goods or equipment delivered to county under this contract, and contractor's services rendered in the performance of contractor's obligations under this contract, shall be provided to county free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**END OF PUBLIC CONTRACT PROVISIONS**