



BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:
MICROSOFT CORPORATION

2. Proposed Action:
 New Contract Amendment, Number Renewal Extension

3. Document Type (select one):
Other – Participating Addendum

4. Purpose/Description:
The purpose of this Participating Addendum is to provide computer hardware including Microsoft Surface tablets and accessories.

5. Special Provisions (select if applicable):

<input type="checkbox"/> Living Wage Program	<input type="checkbox"/> SBE Sheltered Market Program
<input type="checkbox"/> Workforce Investment Pilot Program	<input type="checkbox"/> M/WBE Program
<input type="checkbox"/> Federal DBE/ACDBE program	<input type="checkbox"/> In-Kind Match Required: \$ _____ or _____ %
<input type="checkbox"/> CBE Program	<input type="checkbox"/> Cash Match Required: \$ _____ or _____ %

6.a. Effective Dates (for new agreements only):
 Start : Effective Date
 End: The term shall continue for the duration of the Minnesota contract (including extensions thereto), unless earlier terminated.

6.b. Effective Dates (amendments only):
 No Change
 End date has changed from _____ to _____.
 Term has from _____ to _____.

7. Contract Administrator:
 Name: Keith Wolf
 Phone: 954-357-5918

8. Contract Type:
 Cost reimbursement Open-end
 Firm fixed price Time and materials
 Performance-based Other _____

9.a. Contract Value (new contracts)

<input type="checkbox"/> Actual	<input checked="" type="checkbox"/> Estimated
Base amount	\$2,000,000
Reimbursables	
Optional Services	\$100,000
Total contract value	\$2,100,000

9.b. Contract Value (amendments only)

<input type="checkbox"/> No change	<input type="checkbox"/> Actual	<input type="checkbox"/> Estimated
Original approved contract value		
Approved previous adjustments		
Value of this action		
Amended total contract value		

10. Payment Method
 Lump Sum Payment
 Milestone or Progress-Based
 Scheduled or Time-Based
 Other Microsoft may submit invoices for goods provided and services purchased by County under this Addendum.

11. Payment Terms
 County shall pay Microsoft within thirty (30 days of receipt of Microsoft's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49).

12. Cost Adjustment
 Not Applicable Fixed Percentage - ___% Actual Cost
 CPI or other Index Fixed Amount - \$ _____ Other:

13. Equity Program Participation Summary
 a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: None
 b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: None
 c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: None

14. Renewal or Extension Terms:
 THE TERM OF THE ADDENDUM SHALL CONTINUE FOR THE DURATION OF THE MINNESOTA CONTRACT (INCLUDING EXTENSIONS THERETO), UNLESS EARLIER TERMINATED.

15. Termination and Cancellation Provisions
 For Cause: THE CUSTOMER MAY TERMINATE THE CONTRACT IF THE CONTRACTOR FAILS TO (1) DELIVER THE PRODUCT WITHIN THE TIME SPECIFIED IN THE CONTRACT OR ANY EXTENSION, (2) MAINTAIN ADEQUATE PROGRESS, THUS ENDANGERING PERFORMANCE OF THE CONTRACT, (3) HONOR ANY TERM OF THE CONTRACT, OR (4) ABIDE BY ANY STATUTORY, REGULATORY, OR LICENSING REQUIREMENT.

For Convenience: THE CUSTOMER , BY WRITTEN NOTICE TO THE CONTRACTOR, MAY TERMINATE THE CONTRACT IN WHOLE OR IN PART WHEN THE CUSTOMER DETERMINES IN ITS SOLE DISCRETION THAT IT IS IN THE COUNTY'S INTEREST TO DO SO.

16. Deliverables, milestones or scope of this action:

None

17. List terms, considerations or deviations from standard county form.

- Any embedded software/firmware is licensed pursuant to the terms of the license in the accompanying product (Master Agreement, B.30(b)) and all software is governed by the applicable end user license agreement (Master Agreement, B.30(c) and (d))
- Warranty is per the manufacturer's written warranty for the applicable purchase (Master Agreement, B.32).
- Indemnification is for personal injury, death, or tangible property damage, or willful misconduct; notice must be made within 30 days of first learning of such a proceeding; and there is a prohibition on publicizing any settlement. (Master Agreement, C.17; see also Florida PA Section 17); IP Claims are also separately indemnified (Master Agreement, C.17(C) and Florida PA Section 19)
- Microsoft's cumulative limitation of liability for all NAPSOWSCA purchases by any entity is \$10M (Master Agreement, C.17(B)); and limitation of liability under the Florida PA is limited to the greater of \$100K, the dollar amount of the PO, or 2x's the charges by vendor under the PO (Florida PA Section 20)
- Minnesota law and jurisdiction applies, even to the Florida PA (Master Agreement, C.18), but there is also a requirement to comply with all "local" and "state" laws (Master Agreement, C.19)
- NASPO contract term is 4/1/15 through 3/31/17 with option to extend up to 36 months; extended through 3/31/2020 pursuant to First Amendment.