



Item: The purchase of 260+ Microsoft Office 2007 Licenses Not to exceed \$70,000

Initiated By: Information Technology Department

Prepared By: Jon Legan, Information Technology Operations Manager

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: Approve Purchase of Office 2007 Licenses

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission approve/deny the purchase of 260+ Microsoft Office 2007 licenses. Not to exceed \$70,000.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

Staff Recommendation:

Staff recommends that the City Commission approve the purchase of 260+ Microsoft Office 2007 licenses.

Background:

The purpose of this purchase is to remain current on Microsoft Office software. The City is currently two versions behind with Office XP on the desktop and laptop computers. The current version works but it is antiquated. It is becoming more commonplace to receive Office 2007 documents from other entities. An add-on had to be installed in order to view and work with such documents. For example, previous MS Word attachments came with a *.doc* extension. Office 2007 uses a *.docx* extension. A software fix/add-on had to be installed that would tell the old version what a *.docx* extension is.

Office 2007 offers many enhancements, including a new user interface. Without getting into too many specifics, Office 2007 can increase productivity and improve collaboration. This software teamed with a new intranet package (Sharepoint) will give employees more options to store, edit and share data. Another benefit is the cost. Office 2007 comes in more flavors (suites) than previous releases which allows for more selectivity when it comes to licensing. Previously, the City purchased Professional Suites (Word, Excel, Outlook, Powerpoint, Access) for every employee but learned that many employees did not require every application offered to them. For example, many use Excel but may not require Access to do their jobs. The City can cut costs

by offering Office Standard (does not include Access or Publisher) and Office Pro Plus (does include Access and Publisher).

Information Technology staff has visited with many in each department to determine their needs but it is not an exact science. The license counts will not likely be exact to the quote from Software House International. However, the purchase will not exceed \$70,000.

Information Technology staff has already begun holding informational meetings about the changes and benefits of Office 2007. If the purchase is approved, Information Technology staff would begin training City employees on the key differences of the software.

Concurrences:

The purchase would be made using the State of Montana Microsoft Reseller Services contract (01S64072). Municipalities fall under the umbrella of this contract (see Section 3 of Microsoft Resellers Contract).

Alternatives:

There are other Office Suites available but Microsoft Office has been and is the standard around the world for more than a decade.

Attachments/Exhibits:

1. Quote from Software House International
2. 10 Reasons To Consider Upgrading To Office 2007 article (Techrepublic.com)
3. Copy of Microsoft Resellers Contract between State of Montana and Software House International

Jon Legan

Subject: FW: SHI Quote 2838645, Microsoft Office and Office Professional Plus 2007 -- October



Pricing Proposal
Quotation #: 2838645
Created On: Oct-08-2008
Valid Until: Oct-31-2008

City of Great Falls

Mr. Jon Legan
MT
Phone: 406-455-8483
Fax:
Email: jlegan@ci.great-falls.mt.us

Account Executive

Dan Sutton
33 Knightsbridge Rd,
Piscataway, NJ 08854
Phone: 800-477-6479 x8223
Fax: 732-564-8224
Email: Daniel_Sutton@shi.com

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Office 2007 Single Microsoft Volume License Microsoft Select License Only Apps, D - Part#: 021-07777	200	\$234.40	\$46,880.00
2 Office Professional Plus 2007 Single Microsoft Volume License Microsoft Select License Only Apps, D - Part#: 79P-01207	60	\$304.00	\$18,240.00
		Total	\$65,120.00

Additional Comments

State Agreement#: 01S64072; City of Great Falls Enrollment#: 5534082



By Jody Gilbert

Office 2007 offers new file formats, an improved user interface, and a number of deployment, support, and security improvements. Here are a few things to think about as you decide whether an upgrade makes sense for your organization.

1 Office 2003 and its predecessors are out of date

The Office platform was built on what are now antiquated technologies—and it has accumulated a lot of gunk over the years. For some perspective, consider that the first version of Word for Windows, released in 1989, had roughly 100 commands and two rudimentary toolbars. Word 2003 has more than 1,500 commands and 30-plus toolbars. As the bells and whistles piled up, a lot of flaws and problems were worked around, built on top of, and left unfixed.

Office 2007 represents a clean break in platform design, built from the ground up to shed the superannuated binary file formats and enable a new (forgive me) paradigm for usability. Instead of trying to implement some fairly critical enhancements on top of the existing design (e.g., blogging capabilities and security features like the Document Inspector), Microsoft opted to incorporate those changes, along with a radically re-architected interface, into a brand new model.

2 Office 2007 comes in eight flavors

A certain amount of grumbling has accompanied what some perceive as needless packaging complexity and marketing gamesmanship, but in fact, it might serve your organization well to have eight editions to choose from. The versions (which are detailed in "[Which edition of Office 2007 is right for you?](#)"), run the gamut from a bare-bones OEM installation to elaborate systems for heavy lifting in the enterprise:

- ◆ Microsoft Office Basic 2007
- ◆ Microsoft Office Home & Student 2007
- ◆ Microsoft Office Standard 2007
- ◆ Microsoft Office Small Business 2007
- ◆ Microsoft Office Professional 2007
- ◆ Microsoft Office Ultimate 2007
- ◆ Microsoft Office Professional Plus
- ◆ Microsoft Office Enterprise 2007

You'll definitely want to closely analyze the included applications, supported technologies, upgrade paths, and pricing to make sure you're not paying for more than you need or sacrificing essential components.

3 Pricing is about on par with Office 2003

The price structure for Office 2007 maps pretty closely to Office 2003. For example:

- ◆ The retail price for Office Professional 2007, which includes Word, Excel, PowerPoint, Outlook with Business Contact Manager, Office Accounting Express, Publisher, and Access, costs \$499 dollars (\$329 for the upgrade).
- ◆ The retail cost for Microsoft Office Small Business 2007, which includes Word, Excel, PowerPoint, Outlook with Business Contact Manager, Office Accounting Express, and Publisher, costs \$449 (\$279 for the upgrade).
- ◆ The Microsoft Office Standard 2007 edition, which includes Word, Excel, PowerPoint, and Outlook, costs \$399 dollars at retail for the full version (\$239 for the upgrade).

4 If you need a lot of stuff, the upper-end versions can deliver

If your organization is large enough or has diverse enough needs, it might make sense to purchase Microsoft Office Enterprise 2007 licenses. This will provide you with a huge variety of Office 2007 applications and technologies—Word, Excel, PowerPoint, Access, Outlook, and Publisher, as well as InfoPath, Groove, OneNote, and Communicator, plus support for Enterprise Content Management, integrated electronic forms, and advanced information rights management and policy capabilities.

The Office Professional Plus edition offers a more modest lineup: Word, Excel, PowerPoint, Access, Outlook (without Business Contact Manager), Publisher, InfoPath, and Communicator. It also supports integrated ECM, electronic forms, and advanced information rights management and policy capabilities. Both packages are available through volume licensing.

5 New file formats offer numerous advantages

Office 2007 introduces the XML-based Open XML file formats for Word, Excel, and PowerPoint. These formats offer a number of significant advantages:

- ◆ More compact size (the files are compressed)
- ◆ Less chance of corrupted files (components are stored as separate entities, so if one piece is damaged, the rest of the document is still viable)
- ◆ Better integration of business information (users can more easily assemble documents from various data sources, exchange data between Office and other systems, and publish, locate, and reuse information)
- ◆ Interoperability (information can be used by any application that can read and write XML, not just Office apps)
- ◆ Security (because of the transparent nature of the format, sensitive information can be readily identified and removed; the format also allows you to identify, isolate, and manage embedded code and macros)
- ◆ Compatibility (the .doc, .xls, and .ppt binary formats are compatible with Office 2007 apps, and users of Office 2000/XP/2003 can install the Compatibility Pack so that they can open, edit, and save documents in the new formats)
- ◆ Open and royalty-free specification
- ◆ Easier integration (developers have direct access to specific contents within the file, like charts, comments, and document metadata without having to parse entire documents)

This [MSDN article](#) covers various aspects of the new formats in some detail.

6 Interface is redesigned to improve productivity

Office 2007 offers what Microsoft is calling the *fluent user interface*, designed to achieve some pretty lofty design goals. The main challenge was to free users from having to thrash their way through the convoluted menu structure in an attempt to locate the commands, tools, options, and features needed to accomplish a particular task.

The Ribbon replaces the menu structure and offers a context-sensitive display of options organized according to function. Along with the Ribbon come a number of other usability aids, including Live Preview, which gives users a look at the effect of various formatting options on selected text before they make any changes; the Mini Toolbar, which offers basic formatting buttons and hovers semitransparently over selected text; galleries, which are essentially prefab collections of attributes for certain items (like tables); and a customizable status bar with buttons for genuinely useful features.

7 App-specific enhancements add efficiency and power

Apart from their interface-lift, Office 2007 applications provide some legitimate feature improvements that in many cases, will allow users to be more productive and produce better results. A few examples:

- ◆ Word 2007 offers an enhanced document comparison feature lets you view original copy against revised copy in a tri-pane window; its Document Inspector finds and removes comments, hidden text, and personally identifiable information; it offers prefab building blocks (elements like cover pages and sidebars) to speed document assembly.
- ◆ Excel 2007 has expanded its spreadsheet capacity to 1 million rows and 16,000 columns; charting is simplified; conditional formatting is easier to apply; new tools make it easier to discover trends and variances in your data.
- ◆ PowerPoint 2007 lets you set up slide libraries on a SharePoint Server 2007 site and keep presentations synchronized with the slides stored there; you can design custom slide layouts; you can apply a theme to globally transform the appearance of a presentation.
- ◆ Access 2007 includes new database templates to help you set up things like inventory tracking and project management; you can use new grouping, filtering, and sorting features to refine your reports; it includes some new field types.
- ◆ Outlook 2007 offers a To-Do bar that shows you flagged e-mail and tasks; calendar sharing has been improved; an attachment previewer has been added; it includes support for reading and managing RSS feeds.

8 New features make it easier to turn out better-looking results

Although improving productivity is high on the list of Office 2007 design objectives, a number of new tools and features are aimed at helping users produce more sophisticated and attractive documents and presentations. For instance:

- ◆ Word's Quick Style sets make it easy for even style-phobic users to format document text consistently (instead of forcing them to choose from one monster list of unrelated styles or make ad hoc manual formatting changes).
- ◆ The new SmartArt feature, which you can use in Word, Excel, PowerPoint, and Outlook e-mail messages, lets you create slick graphics to convey all kinds of information.
- ◆ Word comes with a gallery of building blocks, which you can drop into a document to add preformatted elements like headers and footers, cover pages, sidebars, and pull quotes.
- ◆ Access offers new templates for a variety of purposes and a greenbar format to make forms and reports sharper-looking and easier to read.
- ◆ An enhanced set of themes—coordinated across Word, Excel, and PowerPoint—lets you develop a standard look and feel across all your documents and presentations.
- ◆ Excel's charting features (supported in Word and PowerPoint) have been improved and include new special effects and templates. Excel also offers more color choices, richer conditional formatting, styles to simplify formatting tables, charts, and pivot tables, and a much improved implementation of cell styles.
- ◆ PowerPoint allows you to create custom layouts and offers new text options, such as columns, wrapping, vertical text, and special effects (glowing, fills, 3-D, etc.).

9 Beefed-up user assistance reduces support overhead

Office 2007 includes a considerable number of user support features. For starters, Enhanced ScreenTips generally provide more than just the name of a tool or button. In many cases, a ScreenTip will offer a picture or diagram, an explanation of the tool's purpose, and a link to relevant online help topics.

Also, since the tools and features are designed to be more accessible and intuitive, users should be able to complete various tasks without requiring too many support calls (at least in theory).

By default, the Office help system is tied into Office Online when users are connected to the Internet. (If that feature is disabled or they're not connected, they can still access the locally installed help files.) Along with topic- and task-specific help for each application, Office Online offers a wide variety of training and support options, including [video demos](#), [self-paced training courses](#), [interface guides](#) to help users map familiar commands to the new Ribbon locations, [eLearning modules](#), downloadable [training presentations](#), and a few [experimental podcasts](#).

10 Numerous deployment options are available

Office 2007 supports a variety of deployment options, whether you need to install it on one system or hundreds (or even thousands) of systems. You can prepare disk images, deploy it on networks with limited bandwidth using precache technology, upgrade existing versions, or deploy it across an enterprise using Group Policy or Microsoft SMS 2003.

In addition, Microsoft offers its [Solution Accelerator for Business Desktop Deployment \(BDD\) 2007](#), which can help you perform large scale Office (and Vista) rollouts. Among other things, it lets you create software and hardware inventories to help in installation planning, test applications to confirm compatibility before installation, and create a lab environment. It also includes custom options, scripts, and sample configuration files.

If you have a large number of old-format files, you might want to check out the free [Office Migration Planning Manager \(OMPM\)](#), which you can install on computers running XP SP2, Vista, or Server 2003. Once the OMPM is installed, you can use its Office File Converter to perform a bulk conversion of your old Office files to the new XML-based format.

STATE OF MONTANA TERM CONTRACT

Department of Administration
 State Procurement Bureau
 165 Mitchell Building
 PO Box 200135
 Helena, MT 59620-0135
 Phone: (406) 444-2575 Fax: (406) 444-2529
 TTY Users-Dial 711
<http://www.mt.gov/doa/gsd>

T.C. #: SPB07-1408F
Title: Microsoft Reseller Services
This is a exclusive contract.

CONTRACT TERM	FROM	October 1, 2006	CONTRACT STATUS	NEW (x)
	TO	September 30, 2009		RENEW ()
VENDOR ADDRESS	Software House International Inc. 2 Riverview Drive Somerset NJ 08873		ORDER ADDRESS	
ATTN:	Shari Mendelson		ATTN:	
PHONE:	800-527-6389		PHONE:	
FAX:	732-868-6128		FAX:	
E-MAIL:	Shari_Mendelson@shi.com		E-MAIL:	

PRICES: Per Contract Agreement
 DELIVERY: Per Contract Agreement
 F.O.B.: Per Contract Agreement
 TERMS: Per Contract Agreement

REMARKS:

IFB/RFP No.: RFP07-1408F

Floyd Willis, CONTRACTS OFFICER

DATE: 10/18/06

AUTHORIZED SIGNATURE

Microsoft Reseller Services

1. Parties
2. Effective Date, Duration and Renewal
3. Cooperative Purchasing
4. Exclusive Contract
5. Cost/Price Adjustments
6. Services and/or Supplies
7. Consideration/Payment
8. Term Contract Reporting
9. Access and Retention of Records
10. Assignment, Transfer and Subcontracting
11. Hold Harmless/Indemnification
12. Compliance with Workers' Compensation Act
13. Compliance with Laws
14. Contract Termination
15. Liaisons and Service of Notices
16. Meetings
17. Contractor Performance Assessments
18. Transition Assistance
19. Choice of Law and Venue
20. Scope, Amendment and Interpretation
21. Execution

Microsoft Reseller Services

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are P.O. Box 200135, Helena, MT 59620-0135, (406) 444-2575, and Software House International, Inc., (hereinafter referred to as the "Contractor"), whose address and phone number are 2 Riverview Drive, Somerset, NJ 08873 and (800)-527-6389.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on October 1, 2006, (or upon contract execution) and terminate on September 30, 2009, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 10 years.

3. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

4. EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is considered to be an "Exclusive" use contract and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency's responsibility to comply with the terms of the contract. The Montana State Universities are not required to purchase goods and services from this contract. Universities may obtain this product/service from sources other than the contract holder.

5. COST/PRICE ADJUSTMENTS

5.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost adjustment by mutual agreement.

6. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the Microsoft Reseller Services in accordance with the State's Microsoft Select Agreement 6.1.

Microsoft Reseller Services

7. CONSIDERATION/PAYMENT

7.1 Payment Schedule. In consideration for the Microsoft products to be provided, the State shall pay within 30 days upon receipt of properly executed invoice.

7.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

7.3 Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

8. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish reports of term contract usage as specified in Section 3.5 of the RFP.

8.1 Monthly Reporting. The Contractor must provide each individual State agency, local government or other authorized entity, with a monthly report of its purchases. The report must include the total number of licenses purchased categorized by the type of license. A monthly summary or roll-up of all purchases made under this contract must be provided to the ITSD Contract Liaison.

8.2 Annual Reporting. A summary of the same information is also required. Required fields in the report include: Department, Contact Name, Product, MS#, Product Description, Date, PO #, Invoice #, Unit Amount, Extended Amount. This report will be submitted to the ITSD Contract Liaison and to the State Procurement Bureau Contracts Officer.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

9. ACCESS AND RETENTION OF RECORDS

9.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

9.2 Retention Period. The Contractor agrees to create and retain records supporting the acquisition and renewal of Microsoft software and software licenses for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

Microsoft Reseller Services

11. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

12. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the 2005 Montana Laws, chapter 448, section 1, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department of Administration Information Technology Services Division, upon expiration.

13. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

14. CONTRACT TERMINATION

14.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

14.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

15. LIAISONS AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Michele Burchett will be the liaison for the State.
910 Helena Ave.
P.O. Box 2000116
Helena, MT 59620-0116
Telephone: (406) 444-0109
Fax: (406) 444-4644
E-mail: MBurchett@mt.gov

Microsoft Reseller Services

Shari Mendelson will be the liaison for the Contractor.
2 Riverview Drive
Somerset, NJ 08873
Telephone: 800-527-6389
Direct Line: 732-868-6127
Fax: 732-868-6128
E-mail: Shari_Mendelson@shi.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

16. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

17. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

18. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

19. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

Microsoft Reseller Services

20. SCOPE, AMENDMENT AND INTERPRETATION

20.1 Contract. This contract consists of seven numbered pages, any Attachments as required, SPB07-1408F as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

20.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

21. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF ADMINISTRATION
FLOYD WILLIS
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135**

**SOFTWARE HOUSE INTERNATIONAL INC.
2 RIVERVIEW DRIVE
SOMERSET, NJ 08873**

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Agency: _____

Approved as to Form:

Procurement Officer (Date)
State Procurement Officer

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Chief Information Officer (Date)
Department of Administration