



Linu Parappilly
Director of Technology Services

08/14/2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Purchase Order to Dell Marketing LP for Adobe Enterprise virtual document services. Contract Value is \$199,162.47 for 1 year. Funding is through departmental cost allocation and direct departmental billing, which may include a small portion of budgeted County General Funds.

Previous Board Action/Review	Last approved on the 08/01/2024 consent agenda		
Performance Clackamas	1. Which indicator of success does this item affect? Building a strong infrastructure. Build public trust through good government		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Keelan Cleary	Contact Phone	503-722-6624

EXECUTIVE SUMMARY: The proposed licensing agreement includes Acrobat Pro, Creative Cloud Apps, Adobe Sign, and Adobe Sign Professional Services. Adobe products are used by all departments in the County to edit PDF's, provide graphic design software, and manage document e-signatures. Adobe software licenses and e-signatures will be direct billed to departments based on each department's usage throughout the year. This purchase is via a governmental cooperative purchasing agreement, Dell Midwestern Higher Education Compact Master Agreement C000000979569, MHEC-04152022. The proposed would delegate authority for County Procurement to issue a purchase order to renew the County's Enterprise Term Licensing Agreement for Adobe Products for a total contract value of \$199,162.47 for a 1-year term.

RECOMMENDATION: Staff respectfully request that the Board of Commissioners approve the Board Order authorizing a purchase order to Dell Marketing LP for Adobe Enterprise Volume Licensing.

Respectfully submitted,

Linu Parappilly
Director of Technology Services

For Filing Use Only

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

In the Matter of Approving
Issuance of Purchase Order for
Adobe Software Licenses



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

Whereas, Oregon Revised Statutes (“ORS”) Chapter 279A.200-220 and Local Contact Review Board Rule C-046-0400 permit Clackamas County to purchase goods and services using cooperative contracts;

Whereas, Midwestern Higher Education Compact (MHEC), established a cooperative contract, contract number MHEC-04152022, with DELL Marketing LP, for the purchase of End User Computing & Peripherals, Device Lifecycle Management, and Associated Services (“Cooperative Contract”);

Whereas, the Clackamas County Technology Services (“TS”) Department, desires to utilize the Cooperative Contract to purchase Adobe Software Licenses, as detailed in DELL Quote 3000192889738.1, attached and incorporated herein as Exhibit A (“Adobe Licenses”), for total of \$199,162.47;

Whereas, the Clackamas County TS requests authority to purchase the Adobe Licenses by issuance of a purchase order (“PO”); and

Whereas, a PO is issued directly through the Clackamas County Department of Finance’s management software with no signature required or available;

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

1. The requested purchase of the Adobe Licenses from the Cooperative Contract in the amount of \$199,162.47 is hereby approved; and
2. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the Adobe Licenses.

**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

DATED this ____ day of _____, 2025

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 **Aug. 31, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000192889738.1	Sales Rep	Baylor Simmons
Total	\$199,162.47	Phone	4563355
Customer #	51183877	Email	Baylor.Simmons@dell.com
Quoted On	Jul. 31, 2025	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 31, 2025		CLACKAMAS COUNTY
	Dell Midwestern Higher		PUBLIC SERVICES
Contract Name	Education Compact		2051 KAEN RD
	(MHEC) Master Agreement		OREGON CITY, OR 97045-4035
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		

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#: 56313150 Contract End Date: 08/20/2025 Maintenance End Date: 07/31/2026 Months Remaining For This Current Bill: 12

Shipping Group

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

	Quantity	Unit Price	Subtotal
ADOBE FLP - 56313150			
1. VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - EACH SUBSCRIPTION 12 MONTHS	1	\$29,896.90	\$29,896.90

2. VLA ETLA ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE PER USER 1Y	1219	\$100.00	\$121,900.00
3. VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE - PER USER - 12 MONTHS	37	\$860.82	\$31,850.34
4. VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12 MNTHS	25	\$398.96	\$9,974.00
5. VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION PROFESSIONAL SERVICES 12 MONTHS	1	\$5,541.23	\$5,541.23
Subtotal:			\$199,162.47
Shipping:			\$0.00
Non-Taxable Amount:			\$199,162.47
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$199,162.47

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

	Quantity	Unit Price	Subtotal
ADOBE FLP - 56313150			
1. VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - EACH SUBSCRIPTION 12 MONTHS	1	\$29,896.90	\$29,896.90
SKU: AD414191	MFG Part #: 65315747	OLS Purchase Type:	
Current Duration: 12	Total Duration: 12	Maint. End Date: Jul. 31, 2026	
2. VLA ETLA ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE PER USER 1Y	1219	\$100.00	\$121,900.00
SKU: AD414189	MFG Part #: 65286686	OLS Purchase Type:	
Current Duration: 12	Total Duration: 12	Maint. End Date: Jul. 31, 2026	
3. VLA ETLA ADOBE CREATIVE CLOUD PRO TERM LICENSE - PER USER - 12 MONTHS	37	\$860.82	\$31,850.34
SKU: AD414194	MFG Part #: 65299026	OLS Purchase Type:	
Current Duration: N/A	Total Duration: N/A	Maint. End Date:	
4. VLA ETLA ADOBE CREATIVE CLOUD SINGLE APP PRO ENT TERM LIC PER USER 12 MNTHS	25	\$398.96	\$9,974.00
SKU: AD414193	MFG Part #: 65300292	OLS Purchase Type:	
Current Duration: N/A	Total Duration: N/A	Maint. End Date:	
5. VLA ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION PROFESSIONAL SERVICES 12 MONTHS	1	\$5,541.23	\$5,541.23
SKU: AD414188	MFG Part #: 65315954	OLS Purchase Type:	
Current Duration: 12	Total Duration: 12	Maint. End Date: Jul. 31, 2026	

Important Notes

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 products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. 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 or 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 or 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. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.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/offeringsspecificterms ("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.



ATTACHMENT A

Adobe Inc.

Products and Services Pricing Detail:

Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services terminate on the identified License Term End Date.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
03a	65315747	Acrobat Sign for enterprise Subscription	Advance Annually - In	1.00	Each Subscription Per Year	30 August 2025	29 August 2026

03a Acrobat Sign for enterprise Subscription:

The License Term for the Adobe Sign for Enterprise Subscription extends for twelve months. During the License Term, Customer may process up to 15,000 Transactions ("Subscription Limit"), which represents the fair use limitation of Transactions for the subscription level purchased. Transactions are aggregated amongst all of Customer's licensed Users. Customer is not authorized to process any Transactions in excess of the Subscription Limit, without Adobe's prior approval. The dates set forth in the Table represent the best estimates of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Products and Services.

Creative Cloud, Document Cloud and Software

Except for perpetual licenses, the License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start and end dates of the License Term.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
10a	65286686	Acrobat Pro DC	Advance Annually - In	1,219.00	Each USER Per Year	30 August 2025	29 August 2026
11a	65299026	All Apps, Pro	Advance Annually - In	37.00	Each USER Per Year	30 August 2025	29 August 2026
12a	65300292	Single App Pro	Advance Annually - In	25.00	Each USER Per Year	30 August 2025	29 August 2026

10a Acrobat Pro DC:

This product has both On-premise Software and access to On-demand Services. It does not include any Adobe Acrobat Sign entitlements, features, or capabilities, all of which requires separate purchase.

11a All Apps, Pro:

This product includes all Creative Cloud On-premise Software, Acrobat Pro, and access to all Creative Cloud On-demand Services. Users are entitled to download an unlimited number of Pro Images during the License Term. "Pro Images" means (A) photographs, illustrations, and vectors designated as "standard" in the On-demand Services that Customer may license through the On-demand Services as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined in the Adobe Stock PSLT) as being available to Customer for license as part of a Pro Edition Plan. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT.

12a Single App Pro:

This product (1) is Creative Cloud On-premise Software and includes access to Creative Cloud On-demand Services; and (2) provides Customer access to all individual Creative Cloud On-premise Software applications (each, a "Single App") at the specified End User Unit Price set forth in this Sales Order. Single Apps available as of the Effective Date are listed here: <https://helpx.adobe.com/enterprise/kb/single-app-products-list.html>. Customer may deploy or provide direct access to Users any mix of these Single Apps, and each Single App deployed to or accessed by a User will count as one Single App license. Each Single App must be deployed to one User for a minimum of one calendar month. For example, regardless of when in the calendar month a Single App was deployed to a User, such Single App must remain deployed to such User until at least the same date the following calendar month. For example, if a Single App is deployed to User A on January 15, then such Single App must be deployed to User A until at least February 15. If a Single App is deployed on the 29th, 30th, or 31st day of a particular calendar month and the following calendar month does not have a 29th, 30th, or 31st day, respectively, then the one-month term of deployment for such Single App will end on the 1st of the month that lands at least 4 weeks after such Single App was deployed. For example, if a Single App is deployed to User B on May 31, then the one-month deployment term will end on July 1 because the month of June only has 30 days. Users are entitled to download an unlimited number of Pro Images during the License Term. "Pro Images" means (A) photographs, illustrations, and vectors designated as "standard" in the On-demand Services that Customer may license through the On-demand Services as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined in the Adobe Stock PSLT) as being available to Customer for license as part of a Pro Edition Plan. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT.

Adobe Professional Services

Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services (unless otherwise provided in this Sales Order). Such expenses will be charged to Customer at cost. Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the identified start date. These Professional Services terminate on the identified end date and will not renew.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
15a	65315954	Acrobat Sign for ent Subs PS ONS OFFS T1	Advance Annually - In	1.00	Each Per Year	30 August 2025	29 August 2026

15a Acrobat Sign for ent Subs PS ONS OFFS T1:

Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at

<https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>.

Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

