

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only

(X) Action

FROM (DEPT/ DIVISION): Dan Lonai, Administrative Services

PROGRAM: Maintenance

SUBJECT: Electronic Safety Data Sheet System

<p>Attached is a contract for a subscription to an Electronic Safety Data Sheet System. This system would provide all county departments, including Facilities, with remote access to information on chemicals, safety handling procedures, and emergency measures for all county locations. Yearly cost:</p> <ul style="list-style-type: none">● 2026 \$4,691.15● 2027 \$4,925.71● 2028 \$5,171.99	<p>() <u>ACTION REQUESTED:</u></p> <p>Approve the order form / contract with VelocityEHS for Safety Data Sheet management system.</p>
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ATTACHMENTS: order form / contract

Date: (8/6/2025) Submitted By: (Dan Lonai)

*****For Internal Use Only*****

Checkoffs:

() Dept. Head (copy)

To be notified of Meeting: Martie McQuain

() Fiscal

() Legal (copy)

Needed at Meeting:

() (Other - List)

Scheduled for meeting on: August 20, 2025

Action taken:

Follow-up:



CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654
Ph: 312.881.2000
Fax: 866.320.1021
Tax ID #: 04-3626476

Contract Number: Q-264512
Issued Date: Jul 23 2025
Issued By: Kate Schalk
Offer Valid Through: Jul 31 2025

Customer Information

Customer: County of Umatilla
D-U-N-S® Number: 055822969

Attn: Martie McQuain

Terms & Conditions

Related Contract:
Contract Start Date: Sep 03 2025
Contract End Date: Sep 02 2028
Initial Term: 36 Months

Payment Terms: Net 30
Billing Frequency: Annual
Annual Price Adjustment: 5.00%

Subscriptions & Services					
Item	Type	Qty	Sep 03 2025 to Sep 02 2026	Sep 03 2026 to Sep 02 2027	Sep 03 2027 to Sep 02 2028
SDS/Chemical Management	Annual	1			
SDS Management	Annual	1	\$4,691.15	\$4,925.71	\$5,171.99
Included Site Administrator	Annual	1			
Accelerate - US Hosted	Annual	1			
Total:			\$4,691.15	\$4,925.71	\$5,171.99

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

County of Umatilla

VelocityEHS

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit A**SDS Management Base subscription pricing includes:**

- One annual SDS Management subscription(s) for the Customer and up to 303 employees.
- Unlimited Account Administrators
- Unlimited SDS database searches, views and additions to the eBinder.
- Access to eBinder and database search from the SDS/Chemical Management mobile application.
- Access to the Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 SDS Requests and 100 SDS Uploads. Additional SDS Requests may be purchased in bundles of 250 for \$1000; additional SDS Uploads may be purchased in bundles of 500 for \$1000.
- Technical & Customer Support.
- Additional Terms and Conditions apply. To learn more, click [here](#).

Accelerate Platform - US Hosted:

The Accelerate Platform includes Single Sign-On, Custom Dashboards and Reports, Person and User Management, Role Management, Location Management, Action Items, Notifications and Language Support with coverage for Customer and up to 350 employees.

- Customer Data related to VelocityEHS' Accelerate Platform shall be hosted on Amazon Web Services (AWS) servers within the United States. Such data will be backed up at regular intervals and stored in geographically separate AWS servers within the United States.

Single Sign On Integration Service includes:

- Configuration of SSO on the VelocityEHS side of the integration service.
- Customer will be responsible for SSO setup and configuration on the customer side of the integration service.
- Customer will be responsible for providing information about SSO setup. Information required may vary based on Customer's selected identity provider.

All fees are in USD. Initial year fees with a charge type of "annual", and all "one-time" fees where the total is \$25,000 or less, will be invoiced in full and are due within 30 calendar days of the execution of this Customer Order Form, unless otherwise noted. Where "one-time" fees total more than \$25,000, VelocityEHS will invoice 50% of the fees on the first invoice. THESE FEES ARE NON-REFUNDABLE and good financial standing with VelocityEHS will be required for continued work on all services projects. All remaining "one-time" fees will be invoiced 90 days from execution of this Customer Order Form and are due 30 days from invoice creation date. The Subscription period will commence on the Contract Start Date, as noted on page one (1) of this agreement; the Contract End Date will become the subscription "anniversary date". Subsequent year "annual" fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Where applicable, all travel expenses will be invoiced to Customer as incurred. Sales tax associated to this Order will appear on the invoice, where applicable. All contracts for SDS authoring, translation and/or regulatory consulting are on a "use it or lose it" basis. When a project is closed due to unresponsiveness (lack of Customer response or engagement for 60 consecutive days), or Customer is unable or unwilling to obtain the required data to commence the project, or Customer no longer requires the full value of the agreement, remaining fees on the Customer Order Form will be forfeit and any remaining balance invoiced on the date of closure. FEES ARE NON-REFUNDABLE. SDS Authoring, translation and/or regulatory consulting fees are non-transferable to other VelocityEHS products and services.

Exhibit B

Customer Support

Customer Support is included with the customer's software subscription. Support includes troubleshooting, product usage assistance, and general inquiries regarding Customer's account(s).

- Support is available Monday - Friday, excluding weekends and U.S. holidays. Support Business Hours are listed in the Support Business Hours table below.
- First Response times are based upon Support Business Hours and vary according to issue Severity and customer subscription. First Response time goals are listed in the Support First Response Times Goals table below. Severity Definitions are included in the Severity Definitions table below.
- Separately, for custom project engagements, VelocityEHS can scope and deliver a service project(s) for an additional fee. VelocityEHS will obtain approval prior to proceeding with any custom work that will result in additional charges.

Support Business Hours

Americas	8am - 8pm Eastern (UTC -4)
	7am - 7pm Central (UTC -5)
	5am - 5pm Pacific (UTC -7)
EMEA	9am - 12am UTC/BST
	10am - 1am CET (UTC +1)
	11am - 2am EET (UTC +2)

Support First Response Times

First Response Time Goals

Severity #	Severity Name	First Response Time (Business Hours)
S1	Critical	2 hours
S2	High	8 hours
S3	Medium	72 hours
S4	Low	6 days (96 hours)

Severity Definitions

Severity #	Severity Name	Definition
S1	Critical	Critical service(s) unavailable OR platform access unavailable for <u>all</u> customers or <u>all</u> admins on 1 account OR <u>all</u> end users cannot access the site to view an SDS OR data corruption / loss. And no workaround is possible. (Note: Does not include dev environments.)
S2	High	Degraded performance of Critical services OR Important service(s) are unavailable, including access to eBinder primary functions, EHS workflows, etc. OR only some users are unable to access platform/site. Generally multiple users or accounts are impacted by the issue.
S3	Medium	Degraded performance of Important services, for example intermittent errors on functions or workflows (but access is not blocked) OR a specific component is impaired, resulting in inconvenience or delays OR login/access issues for a single user.
S4	Low	Non-impacting issue OR issue impacting only 1 user AND not related to access/login OR issue not blocking workflow OR Inquiry OR Request for an item not currently part of the application, including: How-to question, Feature Request, Change Request, Documentation Request, or troubleshooting of dev environment.