



County of Spotsylvania
Procurement Division
8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540/507-7586 Fax 540/582-6304

PURCHASE ORDER

PURSUANT TO
VIRGINIA CODE §2.2-4343.1,
SPOTSYLVANIA COUNTY DOES NOT
DISCRIMINATE AGAINST FAITH-
BASED ORGANIZATIONS

P.O. NUMBER 19018

P.O. number must appear on all related correspondence, shipping papers, and invoices:

To: CAS Severn
6201 Chevy Chase Drive
Laurel, MD 20707

Ship To: Spotsylvania County Information Services
9104 Courthouse Road
Spotsylvania, VA 22553

Attn: Carl Dodson

Attn: Vasilii Ivanov

		SHIP VIA	F.O.B. POINT	TERMS	
September 11,2018			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
		New Public Safety System Hardware			
Per Quote	Per Quote	HPE 3PAR system		\$332,192.59	\$332,192.59
Per Quote	Per Quote	HPE DL380 Gen 10 Servers		\$239,711.31	\$239,711.31
Per Quote	Per Quote	Cisco Nexus 3000 Switches		\$83,511.44	\$83,511.44
Per Quote	Per Quote	Cicso ASA 555-X		\$98,522.81	\$98,522.81
Per Quote	Per Quote	Installation Service		\$21,600.00	\$21,600.00
Contract documents consist of:					
1. Spotsylvania County Purchase Order #19018 dated September 11, 2018 and Spotsylvania County Purchase Order General Terms and Conditions dated January 19, 2018;					
2. CAS Severn Quote #Q8648 dated August 17, 2018;					
3. County of Fairfax, Virginia Acceptance Agreement Contract Number 4400006324 dated December 4, 2015; Amendment No. 1 dated June 29, 2017; Amendment No. 2 dated May 10, 2018;					
4. CAS Severn Technical Proposal dated September 23, 2014 submitted in response to Fairfax County RFP #2000001273;					
5. Fairfax County Department of Purchasing & Supply Management RFP #2000001273, IT Hardware, Software, and Related Services dated August 18, 2014.					
				TOTAL	\$775,538.15

If there are any questions concerning this purchase order, please contact Ms. Donna Beasley – Spotsylvania County Procurement Division. Ph. 540/507-7586; Fax: 540/582-6304

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
Spotsylvania County Information Services
P O Box 865
Spotsylvania, VA 22553
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Information Services

Requisitioner: Vasilii Ivanov

Mark B. Taylor
County Administrator

Deputy County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
 - C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - D. In full compliance with the Virginia Conflict of Interest Act.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
 - B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.

9. During the performance of this Agreement, the CONTRACTOR agrees to:
- A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
 - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
- A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at: <http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>

Customer Agreement

Prepared Date: 8/17/2018

Quote #: Q8648

Account Executive: Carl Dodson - cdodson@cassevern.com

This Agreement is made and entered into effective the date set forth below by and between CAS Severn, Inc., hereinafter referred to as 'CAS,' with its principal place of business at 6201 Chevy Chase Drive, Laurel, MD 20707-2916, and:

Spotsylvania County
9104 Courthouse Road
Spotsylvania, VA

hereinafter referred to as "Customer."

In consideration of the Total Purchase Price agreed to be paid by the customer to CAS, and subject to the full terms and conditions of this Agreement, CAS, by its acceptance of this Agreement as indicated by the signatures set forth below, agrees to sell to the Customer, and the Customer agrees to purchase from CAS the following equipment hereinafter referred to as the "System."

NOTE: PRICING AND TERMS SUBJECT TO FAIRFAX COUNTY CONTRACT # 4400006324

Qty	Prod #	Description	List Price	Extended List Price	Discounted Price
6	DL380Gen10	HPE DL380 Server Gen 10 as configured below	\$ 54,001.41	\$ 324,008.46	\$ 239,711.31
2	P9K08A	HPE 42U 600x1075mm Adv G2 Kit Shck Rack			
2	P9K08A 001	HPE Factory Express Base Racking Service			
2	H6J85A	HPE Rack Hardware Kit			
2	H6J85A 0D1	Factory integrated			
4	P9Q41A	HPE G2 Basic 4.9kVA/(20) C13 NA/JP PDU			
4	P9Q41A 0D1	Factory integrated			
2	120672-B21	HPE Rack Ballast Kit			
2	120672-B21 0D1	Factory integrated			
4	AF460A	HPE R5000 3U L630 High Voltage NA/JP UPS			
4	AF460A 0D1	Factory integrated			
2	BW932A	HPE 600mm Rack Stabilizer Kit			
2	BW932A B01	Include with complete system			
6	875782-B21	HPE DL380 Gen10 TAA 8SFF CTO Svr			
6	875782-B21 ABA	U.S. - English localization			
6	826870-L21	HPE DL380 Gen10 6132 Xeon-G FIO Kit			
6	826870-B21	HPE DL380 Gen10 6132 Xeon-G Kit			
6	826870-B21 0D1	Factory integrated			
96	835955-B21	HPE 16GB 2Rx8 PC4-2666V-R Smart Kit			
96	835955-B21 0D1	Factory integrated			
12	872374-B21	HPE 400GB SAS 12G MU SFF SC DS SSD			
12	872374-B21 0D1	Factory integrated			
6	727055-B21	HPE Ethernet 10Gb 2-port 562SFP+ Adptr			
6	727055-B21 0D1	Factory integrated			
6	P01366-B21	HPE 96W Smart Storage Battery 145mm Cbl			
6	P01366-B21 0D1	Factory integrated			
6	804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr			
6	804331-B21 0D1	Factory integrated			

Intelligent Answers.



12	455883-B21	HPE BLc 10G SFP+ SR Transceiver
12	455883-B21 OD1	Factory integrated
6	339778-B21	HPE Raid 1 Drive 1 FIO Setting
12	865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit
12	865414-B21 OD1	Factory integrated
12	AF573A	HPE Rdnt 2m 10A C13-C14 Jpr Cord
12	AF573A OD1	Factory integrated
6	BD505A	HPE iLO Adv 1-svr Lic 3yr Support
6	BD505A OD1	Factory integrated
6	P8B31A	HPE OV w/o iLO 3yr 24x7 FIO Phys 1 LTU
6	733660-B21	HPE 2U SFF Easy Install Rail Kit
6	733660-B21 OD1	Factory integrated
12	BD514AAE	VMw vSphere EntPlus 1P 5yr E-LTU
1	H1K92A5	HPE 5Y Proactive Care 24x7 Service
4	H1K92A5 7GV	HPE UPS Equal 3VA Less Than 6KVA Support
1	H1K93A5	HPE 5Y Proactive Care 24x7 wDMR Service
12	H1K93A5 R5M	HPE VMw vSphere EntPlus 1P 5yr SW Supp
6	H1K93A5 R2M	HPE iLO Advanced Non Blade - 3yr Support
6	H1K93A5 WAH	HPE DL38x Gen10 Support
6	H1K93A5 SVP	HPE One View w/o iLO Support

2	HPE 3Par	HPE 3 par Systems as Configured Below:	\$	351,720.00	\$	703,440.00	\$	332,192.59
1	K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base						
12	K2P90B	HPE 3PAR 8000 920GB+SW SFF FE SSD						
12	K2P90B OD1	Factory integrated						
2	H6Z10A	HPE 3PAR 8000 2-pt 10Gb iSCSI/FCoE Adptr						
2	H6Z10A OD1	Factory integrated						
1	E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl						
12	K2P90B	HPE 3PAR 8000 920GB+SW SFF FE SSD						
12	K2P90B OD1	Factory integrated						
1	E7Y72A	HPE 3PAR 8000 LFF(3.5in) Fld Int Dr Encl						
24	K2P87B	HPE 3PAR 8000 4TB+SW 7.2K LFF HDD						
24	K2P87B OD1	Factory integrated						
1	H7B28A1	HPE Storage Consulting 5 Day Onsite SVC						
1	HA124A1	HPE Technical Installation Startup SVC						
1	HA124A1 56W	HPE Startup 3PAR 8K All Inc Sngl Sys SVC						
1	H1SR4AS	HPE TS Support Credits SVC						
1	HA114A1	HPE Installation and Startup Service						
2	HA114A1 5XZ	HPE Startup 3PAR 8000 Fld Int Dr Enc SVC						
1	HA114A1 5XU	HPE Startup 3PAR 8200 2N Fld Int Bas SVC						
8	QK734A	HPE Premier Flex LC/LC OM4 2f 5m Cbl						
3	HF383A1	HPE Training Credits for Storage SVC						
24	H0JD6A1	HPE 3PAR SSD Extended Replacement SVC						
1	H0JD4A3	HPE 3Y TS Support Credits 10 Per Yr SVC						
2	H0JD4A3 WFM	HPE TS Support Credits 10 Per Yr SVC						
1	L7F20AAE	HPE 3PAR All-in S-sys SW Current E-Media						
1	H1K93A5	HPE 5Y Proactive Care 24x7 wDMR Service						
1	H1K93A5 W3G	HPE 3PAR 8200 2N+SW Storage Base Support						
1	H1K93A5 WSF	HPE 3PAR Internal Entitlement Supp						
24	H1K93A5 X88	HPE 3PAR 8000 4TB+SW 7.2K LFF HDD Supp						
24	H1K93A5 X8H	HPE 3PAR 8000 920GB+SW SFF FE SSD Supp						
2	H1K93A5 YTJ	HPE 3PAR 8000 Drive Encl Support						

2 H1K93A5 YTN HPE 3PAR 8000 2/4pt 10Gb Adptr Supp

4 Cisco N3K Cisco Nexus 3000 Switches as Configured Belc \$ 29,731.00 \$ 118,924.00 \$ 83,511.44

- 4 N3K-C3524P-10GX Nexus 3524x, 24 10G Ports
- 4 CON-SNTP-3524P SMARTNET 24X7X4 1 Yr Nexus 3524x, 24 10G
- 4 N3548-24P-LIC Nexus 3524 Factory Installed 24 port license
- 4 N3K-C3064-ACC-K Nexus 3064PQ Accessory Kit
- 16 NXA-FAN-30CFM-F Nexus 2K/3K/9K Single Fan, port side exhaust airflow
- 4 N3548-BAS1K9 Nexus 3500 Base License
- 4 N3KUK9-602A7.2 NX-OS Release 6.0(2)A7(2)
- 8 N2200-PAC-400W N2K/N3K AC Power Supply, Std airflow (port side exhaust)
- 8 CAB-N5K6A-NA Power Cord, 200/240V 6A North America
- 12 N3K-PO-8PK 8 units of SFP+ SR for Nexus 3k
- 96 SFP-10G-SR 10GBASE-SR SFP Module

4 Cisco ASA Cisco ASA 5555-X as Configured Below: \$ 30,273.00 \$ 121,092.00 \$ 98,522.81

- 4 ASA5555-K9 ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/
- 4 CON-SNTP-A55K9 SMARTnet 24x7x4 for ASA 5555-X with SW, 8GE Data,
- 4 CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
- 4 SF-ASA-X-9.8.2-K8 Cisco ASA 9.8.2 Software image for ASA Spyker/Saleen
- 8 ASA-HD-BLANK ASA 5512-X -- 5555-X Hard Drive Blank Slot Cover
- 4 ASA-IC-C-BLANK ASA 5545-X/5555-X Interface Card Blank Slot Cover
- 4 ASA5500-ENCR-K ASA 5500 Strong Encryption License (3DES/AES)
- 4 ASA5555-MB ^ASA 5555 IPS Part Number with which PCB Serial is as
- 4 ASA-PWR-AC ASA 5545-X/5555-X AC Power Supply
- 4 ASA-PWR-BLANK ASA 5545-X/5555-X Power Slot Blank Cover

1 Install Installation Services, From the Following Resources: \$ 21,600.00 \$ 21,600.00

102 Subject Matter Expert \$ 185.00

14 Project Manager \$ 195.00

Pricing and Terms in accordance with Fairfax County Contract # 4400006324

Tax	N/A
Shipping	Included
Insurance	Included
Total Purchase Price	\$ 775,538.15

Less Deposit	N/A
Year 1 Balance Due	\$ 775,538.15

Balance due upon receipt. Prices subject to change.