



**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

**P.O. NUMBER 19103**

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

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

**To: SHI International Corp.**  
**290 Davidson Ave.**  
**Somerset, NJ 08873**

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

Attn: Jack Hall  
[Jack\\_hall@shi.com](mailto:Jack_hall@shi.com)

Attn: Ben Boyle

		SHIP VIA	F.O.B. POINT	TERMS
February 12, 2019			Destination	Net 30 Days
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		MS Enterprise Agreement License Pricing –March 1, 2019 – Feb. 29, 2020		
1000	EA	OfficeProPlus ALNG SA MVL Pltfrm Part #269-12442	\$87.94	\$87,940.00
1000	EA	CoreCAL ALNG SA MVL Pltfrm UsrCAL Part #W06-01072	\$43.55	\$43,550.00
1000	EA	WINE3perDVC ALNG SA MVL Pltfrm Part #KV3-00353	\$39.36	\$39,360.00
1000	EA	ExchOnlnPrctcn ShrdSvr ALNG SubsVL MVL PerUsr Part #6JT-00002	\$10.05	\$10,050.00
2	EA	ExchgSvrEnt ALNG SA MVL Part #395-02504	\$665.81	\$1,331.62
2	EA	ExchgSvrStd ALNG SA MVL Part #312-02257	\$116.43	\$232.86
1	EA	SfBSvr ALNG SA MVL Part #5HU-00216	\$599.65	\$599.65
584	EA	WinSvrSTDCORE ALNG SA MVL 2Lic CoreLic Part #9EM-00270	\$18.43	\$10,763.12
48	EA	CISSteDCCore ALNG SA MVL 2 Lic CoreLic Part #9GS-00135	\$167.50	\$8,040.00
8	EA	CISSteStdCore ALNG SA MVL 2Lic CoreLic Part #9GA-00313	\$35.18	\$281.44
10	EA	VisioPro ALNG SA MVL Part #D87-01159	\$92.13	\$921.30
24	EA	PrjctPro ALNG SA MVL w1PrjctSvrCAL Part #H30-00238	\$179.23	\$4,301.52
5	EA	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Part #7JQ-00343	\$2,259.58	\$11,297.90
92	EA	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Part #7NQ-00292	\$589.60	\$54,243.20
7	EA	SQLSvrStdCore ALNG LicSAPk MVL 2 Lic CoreLic- Year 3 True Up	\$2,651.52	\$18,560.64
		Contract documents consist of: 1.Spotsylvania County PO #19103 dated February 12, 2019 and Spotsylvania County Purchase Order General Terms & Conditions dated January 19, 2018; 2.SHI quotation #16490216 dated January 9, 2019; 3. Virginia VITA Contract #VA-131017-SHI renewal letter dated September 6, 2018; 4. Virginia VITA RFP #2014-01 dated June 6, 2013.		
			TOTAL	\$291,473.25

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:

County of Spotsylvania 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:** Ben Boyle

Mark B. Taylor, County Administrator

*Julia Anne Weiner*  
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>



Pricing Proposal  
Quotation #: 16490216  
Created On: 1/9/2019  
Valid Until: 2/28/2019

## VA-COUNTY OF SPOTSYLVANIA

### Ben Boyle

8800 COURTHOUSE ROAD PO BOX 215 INFO SVCS -ATTN:>  
ACCTS>  
PAYABLE  
SPOTSYLVANIA, VA 22553  
United States  
Phone: 5405077524  
Fax:  
Email: BenBoyle@spotsylvania.va.us

## Inside Account Manager

### Jack Hall

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 888-744-4084  
Fax: 732-652-0810  
Email: Jack\_Hall@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	1000	\$105.00	\$87.94	\$87,940.00
2 ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	2	\$139.00	\$116.43	\$232.86
3 ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	2	\$795.00	\$665.81	\$1,331.62
4 SfBSvr ALNG SA MVL Microsoft - Part#: 5HU-00216 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	1	\$716.00	\$599.65	\$599.65
5 ExchOnlnPrctn ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 6JT-00002 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	1000	\$12.00	\$10.05	\$10,050.00
6 SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	5	\$2,698.00	\$2,259.58	\$11,297.90

Microsoft - Part#: 7JQ-00343  
Contract Name: VITA - Microsoft LAR  
Contract #: VA-131017-SHI  
Coverage Term: 3/1/2019 – 2/29/2020  
**Note:** EA# 59908621 - Year 3 Anniversary

7	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	92	\$704.00	\$589.60	\$54,243.20
8	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	584	\$22.00	\$18.43	\$10,763.12
9	CISStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GA-00313 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	8	\$42.00	\$35.18	\$281.44
10	CISStdCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	48	\$200.00	\$167.50	\$8,040.00
11	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	10	\$110.00	\$92.13	\$921.30
12	PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	24	\$214.00	\$179.23	\$4,301.52
13	WINE3perDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	1000	\$47.00	\$39.36	\$39,360.00
14	CoreCAL ALNG SA MVL Pltfrm UsrCAL Microsoft - Part#: W06-01072 Contract Name: VITA - Microsoft LAR Contract #: VA-131017-SHI Coverage Term: 3/1/2019 – 2/29/2020 <b>Note:</b> EA# 59908621 - Year 3 Anniversary	1000	\$52.00	\$43.55	\$43,550.00



15	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic - ***Year 3 True Up***	7	\$3,166.00	\$2,651.52	\$18,560.64
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Microsoft - Part#: 7NQ-00302  
Contract Name: VITA - Microsoft LAR  
Contract #: VA-131017-SHI  
**Note:** EA# 59908621 - Year 3 True Up

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Total	\$291,473.25
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#### Additional Comments

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.

SWaM Certification Number: 661227

TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.*