

PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009-1080
(805) 654-3750 FAX (805) 654-3754
<http://gsa.countyofventura.org/procurement>

COUNTY OF VENTURA

GENERAL SERVICES AGENCY

SHOW THIS NUMBER
ON ALL DOCUMENTS

CT 4800FY24000000000050

REFER INQUIRIES TO BUYER:

PURCHASE ORDER

RORY ARONSKY
805.477.7111

☐ CONFIRMATION

TO: SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873				SHIP TO: COUNTY OF VENTURA INFORMATION SYSTEMS DEP VIC 800 S VICTORIA AVE L1100 VENTURA, CA 93009	
VENDOR NO. VC00023651	PAGE 1 / 4	DATE 2023-09-29	DELIVER ON OR BEFORE 2024-06-30	SUBMIT INVOICE TO: COUNTY OF VENTURA INFORMATION SYSTEMS DEP VICTORIA #1100 800 S VICTORIA AVE VENTURA, CA 93009	
VENDOR PHONE NO. 732-652-4760	DEPT ITS	MOD 0	BID/CONTRACT NO.		
PAYMENT TERMS 0.00% 30 Days	<i>Failure to indicate the correct Order number on your invoice and/or failure to submit invoices properly as indicated on the Purchase Order can delay processing of payment.</i>				
F.O.B POINT N/A					
REASON FOR MODIFICATION					

LN NO.	MATERIAL OR SERVICE	QUANTITY	UNIT	UNIT PRICE	COST
1	RENEWAL OF SOFTWARE SUBSCRIPTION LICENSES TO SERVICENOW FROM SEPTEMBER 30, 2023 THROUGH SEPTEMBER 29, 2024. FOLLOWING PRODUCTS INCLUDED: PROD17243, PROD19392, PROD13079, PROD12492, PROD16951, PROD11655, PROD13857, PROD14997, PROD17800. REFERENCE SHI QUOTE 23936320 & 23936403 DATED 09/13/2023. BOARD APPROVAL JUNE 20, 2023, ITEM #15, ASA FY 23/24 \$500K WITH SHI AND \$400K WITH SERVICENOW. SHIP TO:				211,656.99
				TOTAL TAX	0.00
				SUB TOTAL	211,656.99
2	RENEWAL OF SOFTWARE SUBSCRIPTION LICENSES TO SERVICENOW SHIP TO:				30,054.98
				TOTAL TAX	0.00
				SUB TOTAL	30,054.98
3	SERVICENOW LICENSING RENEWAL PR0012549 SERVICENOW BUSINESS CONTINUITY MANAGEMENT STANDARD - BMC OPERATOR FOLLOWING PRODUCTS INCLUDED: PROD13219.				41,748.00

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	SHIP TO:				
				TOTAL TAX	0.00
				SUB TOTAL	41,748.00
4	SERVICENOW INTEGRATION HUB PROFESSIONAL V2 FROM SEPTEMBER 30, 2023 THROUGH SEPTEMBER 29, 2024. FOLLOWING PRODUCTS INCLUDED: PROD15338, PROD12492, PROD00827, PROD00065, PROD19394, PROD17800, PROD17256, PROD16951. REFERENCE SHI QUOTE 23936403 DATED 09/13/2023. SHIP TO:			TOTAL TAX	0.00
				SUB TOTAL	342,775.69

INDEMNITY AND INSURANCE REQUIREMENTS:

POLICY LIMITS AND ENDORSEMENTS VARY AND ARE SPECIFIC TO THE SERVICES BEING PROVIDED. REQUIREMENTS ARE PROVIDED AND REVIEWED WITH EACH VENDOR PRIOR TO RELEASE OF THE PURCHASE ORDER. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, GENERAL LIABILITY, AUTO, WORKERS COMPENSATION, ADDITIONAL INSURED FOR GENERAL LIABILITY, WAIVER OF SUBROGATION FOR WORKERS COMPENSATION, ETC.

VENDORS ARE REQUIRED TO MAINTAIN CURRENT CERTIFICATES OF INSURANCE ON FILE WITH THE COUNTY OF VENTURA/PROCUREMENT SERVICES. "COUNTY OF VENTURA AND SPECIAL DISTRICTS" SHALL BE LISTED AS NAMED INSURED.

FAILURE TO MAINTAIN AND PROVIDE NEW CERTIFICATES FOR REQUIRED INSURANCE COVERAGES, WITHIN 30 DAYS OF EXPIRATION, WILL RESULT IN CANCELATION OF PURCHASE ORDER.

VENDOR IS HEREBY ADVISED NOT TO PROVIDE SERVICES TO THE COUNTY IF INSURANCE COVERAGE HAS EXPIRED. CONTINUATION OF THE CONTRACT IS SUBJECT TO THE APPROPRIATION OF FUNDS FOR SUCH PURPOSE BY THE BOARD OF SUPERVISORS. IF FUNDS TO EFFECT SUCH CONTINUED PAYMENT ARE NOT APPROPRIATED, COUNTY MAY TERMINATE THIS PROJECT AS THEREBY AFFECTED AND CONTRACTOR WILL RELIEVE THE COUNTY OF ANY FURTHER OBLIGATION THEREFORE.

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GRAND TOTAL \$ 626,235.66

VENDOR - READ IMPORTANT - THE GENERAL CONDITIONS INCLUDED WITH THIS PURCHASE ORDER AND THOSE SET FORTH IN OUR BID OR QUOTATION, AND/OR INCORPORATED HEREIN, BY REFERENCE, BECOME PART OF THIS ORDER

Cliff Chroust
Purchasing Agent, County of Ventura



**COUNTY OF VENTURA
PURCHASE ORDER
General Conditions**

1. **INVOICING.** Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those on other Purchase Orders. Upon submission of itemized invoices, payment shall be made at the prices stipulated herein for supplies delivered and accepted or services rendered and accepted (less deductions, if any) as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent/Procurement Services Manager.
2. **SUBSTITUTIONS.** Substitutions, changes, and articles other than specified, must be authorized in writing by the Purchasing Agent/Procurement Services Manager.
3. **COMPLIANCE.** All items supplied shall comply with all applicable Federal and State Occupational Safety and Health Laws, Standards, and Regulations.
4. **PRODUCT LIABILITY.** The vendor certifies to having insurance covering product liability should malfunction occur causing injury.
5. **F.E.T. EXEMPTION.** Ventura County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
6. **SALES TAX NOT INCLUDED.** Unless otherwise definitely specified, the prices stated herein do not include California sales and use tax. The County of Ventura is subject to California State sales and use tax. If you are licensed to collect this tax, include it on your invoice.
7. **DEFAULT BY VENDOR.** The County reserves the right to cancel this order if goods are not delivered as directed and within the time specified. In case of default by the vendor, the County of Ventura may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Ventura. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent/Procurement Services Manager.
8. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE.** No charge will be accepted for packing, boxing, or cartage, except as specified on the face of this order. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
9. **TITLE.** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
10. **CHANGES WITHOUT NOTICE PROHIBITED.** No changes in price, quantity or merchandise will be recognized or accepted by the County of Ventura without written notice of acceptance by the Purchasing Agent/Procurement Services Manager.
11. **PATENT AND COPYRIGHT PROTECTION.** The vendor shall hold the County of Ventura, its officers, agents, servants and employees harmless and indemnify it from liability of any nature or kind because of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at vendor's own expense, any and all actions brought against the County of Ventura or vendor because of the unauthorized use of such articles.
12. **FAILURE TO PERFORM.** In the event the vendor fails to perform in accordance with the terms of the purchase order within the time specified, if any, or if no time is specified, within a reasonable time after placement of this order as determined by the Purchasing Agent/Materials Manager, he may, by written notice, cancel this purchase order or accept the goods and, in either event, may hold the vendor liable for any damages or detriment caused County by reason of failure to perform in accordance with these conditions. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent/Materials Manager.
13. **ASSIGNMENT.** This contract is not assignable by contractor, either in whole or in part, without the prior written approval of the Purchasing Agent/Procurement Services Manager of the County of Ventura.
14. **APPLICABILITY TO HEIRS.** Time is of the essence of each and all the provisions of this agreement, and subject to the limitations of Paragraph 9, the provisions of this agreement shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
15. **ALL UNDERSTANDINGS IN WRITING.** It is mutually understood and agreed that no alteration or variation of terms of this order shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
16. **FORCE MAJEURE.** The vendor will not be held liable for failure or delay in the fulfillment of conditions of contract or purchase order if hindered or prevented by fire, strikes, or Acts of God.
17. **CASH DISCOUNTS.** In connection with any cash discount specified on this order, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received by the ordering agency if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
18. **INDEMNIFICATION AND HOLD HARMLESS.** All activities and/or work covered by this order shall be at the risk of VENDOR alone. VENDOR agrees to defend, indemnify and save harmless the COUNTY of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits (whether against VENDOR, COUNTY of Ventura or others), judgements, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations of this order or undertaken or out of operations conducted or subsidized in whole or in part by VENDOR, save and except claims or litigations arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY of Ventura.