

**ADAMS COUNTY  
PURCHASE ORDER**

This Number Must Appear on all  
 Invoices, Packing Lists, and Packages

Vendor Address	Vendor and Shipping Information	Ship To Information
SIRIUS COMPUTER SOLUTIONS INC PO BOX 202289 DALLAS TX 75320-2289	Phone: 460-1237 EXT1265 FAX: 866 311-7049 e-mail: Delivery: FOB DESTINATION	INFORMATION TECHNOLOGY DEPARTMENT 4430 SOUTH ADAMS COUNTY PARKWAY 3RD FLOOR, SUITE C3000 BRIGHTON CO 80601
VENDOR NUMBER: 28308		

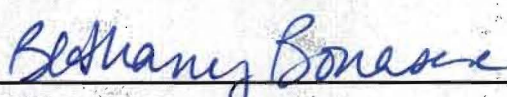
Attached Sirius quote is for Annual IBM AS 400 Maintenance for the period 01/14/2015 through 01/13/2016.

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	One Year IBM Maintenance		EA	0.0000	51,219.70	1057.7825	00005925

**Original**

<b>Term</b> Net 30 Days	<b>Tax Rate</b> *NA*	<b>Sales Tax</b> 0.00	<b>Total Order</b> 51,219.70
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT  
 COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 293232BONASERA, BETHANY K <b>ADAMS COUNTY AUTHORIZED SIGNATURE</b>
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## ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

**Quality:** Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

**Packing Charges:** No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

**Terms of Payment:** Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

**Tax Exempt:** County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

**Appropriation Clause:** The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

**Cancellation for Cause:** This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

**Risk of Loss:** If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

**Compliance:** Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

**Patents and Copyrights:** Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

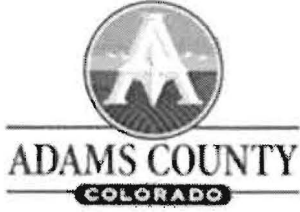
**Indemnification:** Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

**Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

**Assignment:** This Order shall not be assigned in whole or in part without the prior written approval of County.

**No Waiver of Rights:** No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

**Entire Agreement:** This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

	<b>APPENDIX F</b> <b>SINGLE, EMERGENCY, OR COOPERATIVE SOURCE FORM</b> <i>(Use this form for requests over \$5,000)</i>	<b>Approval Date</b> 10/31/12
	DIVISION AND POLICY NUMBER PURCHASING	<b>Revision Date</b> 09/10/2014

REQUESTED BY (Name): Brian B Dobbins IT Applications Manager DATE: 2/3/15

SUPPLIER & COMMODITY OR SERVICE: Sirius Computer Solutions for IBM Software and Hardware Maintenance Entitlement

APPROVED BY (Mgr. or Elected Official): *Kevin Bell* YEAR 2015 \$ 51K

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of Adams County.	<input type="checkbox"/>
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to Adams County.	<input type="checkbox"/>
3. Emergency purchases where the well being of the citizens, employees or County property may be endangered if the purchase is delayed.	<input checked="" type="checkbox"/>
4. Adams County currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or elected officials function. Use of this exception requires the approval of the Elected Official, Department Director, the Finance Director, Adams County Manager, or the BOCC in accordance with the value of the purchase and Adams County (see <u>Policy #1010</u> ).	<input type="checkbox"/>

**The Department/Elected Official must provide written justification (including total cost) to Purchasing for review and forwarding to Adams County Manager, who may request BOCC approval. Attach additional sheets as required.**

Adams County's ERP system JD Edwards runs on IBM Power Systems hardware originally purchased from Sirius Computer Solutions with a 3 year entitlement for IBM hardware and software support. This entitlement for IBM support has expired and the county currently has no software or hardware support for these platforms running business critical applications. Software support is important for maintaining the operating system and related software at compatible levels with JD Edwards. Hardware support is crucial in the event of failing hardware not only for continuity of business but to mitigate the potential of massive data loss. IT strongly recommends renewing a 1 year support agreement with Sirius Computer solutions for \$51,219.70 to safeguard these systems while a bidding process for IBM maintenance resellers is pursued by purchasing.

**Request is:**

Approved  Denied

Purchasing Agent: *Bethany Bonasera* Date: 2-3-15

Approved  Denied

Purchasing Manager: *Kim Poland* Date: 2/5/15

Approved  Denied

County Manager: *Kevin Bell* Date: 2/6/15

**Comment:**



ADAMS COUNTY ADMINISTRATION  
450 SOUTH 4TH AVE.  
BRIGHTON, CO 80601

Sirius Computer Solutions  
10100 Reunion Place, Suite 500  
San Antonio, TX 78216  
www.siriuscom.com

Quote Date: 01/15/15  
Expires: 02/14/2015  
IBM SVCS 1YR PP Maint Contract#A71F0W (1/14/15-1/13/16)  
Proposal #: PR51376.1

Client Executive:  
Mark Vorel  
Phone: (503) 597-6672  
Email:  
mark.vorel@siriuscom.com

Description	Machine	Model	Serial Num	Line Start	Line End	Contract Num	Service Level	Ext. Sale Price
RACK-MOUNTED HMC	7310	CR3	0000E86CA	01/14/2015	01/13/2016	A71F0W	24X7	\$715.51
FLAT PANEL CONSOLE	7316	TF3	00004969F	01/14/2015	01/13/2016	A71F0W	24X7	\$295.29
KIT								
TS2900 TAPE	3572	S4H	6810649	01/14/2015	01/13/2016	A71F0W	24X7	\$1,275.46
AUTOLOAD MODEL S4H								
IBM POWER 720	8202	E4B	00004D6DR	01/14/2015	01/13/2016	A71F0W	24X7	\$10,925.82
TS2900 TAPE	3572	S4H	6810648	01/14/2015	01/13/2016	A71F0W	24X7	\$1,275.46
AUTOLOAD MODEL S4H								
POWER 740	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$11,652.70
MCP REMOTE SUPPORT	7310	CR3	0000E86CA	01/14/2015	01/13/2016	A71F0W	24X7	\$337.49
FULL								
SWMA FOR IBM I	8202	E4B	00004D6DR	01/14/2015	01/13/2016	A71F0W	24X7	\$3,849.99
FULL								
SWMA FOR IBM I ALF	8202	E4B	00004D6DR	01/14/2015	01/13/2016	A71F0W	24X7	\$0.00
SWMA FOR IBM I	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$20,239.99
FULL								
SWMA FOR IBM I ALF	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$0.00
SWMA FOR POWERVM	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$251.99
STANDARD ED FULL								
SWMA FOR POWERVM	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$400.00
STD ED ALF								
<b>Total</b>								<b>\$51,219.70</b>

1YR PP Maint Contract#A71F0W  
Contract Term:1/14/15-1/13/16  
Prepared by: C Alvarez  
R2O#7112322  
QT#119263353-1

Unless otherwise noted, price does not include shipping, handling, or applicable tax which may be added at the time of invoice.



**ADAMS COUNTY ADMINISTRATION  
450 SOUTH 4TH AVE.  
BRIGHTON, CO 80601**

Sirius Computer Solutions  
10100 Reunion Place, Suite 500  
San Antonio, TX 78216  
www.siriuscom.com

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TS2900 TAPE AUTOLOAD MODEL S4H	3572	S4H	6810648	01/14/2015	01/13/2016	A71F0W	24X7	\$1,275.46
POWER 740	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$11,652.70
MCP REMOTE SUPPORT FULL	7310	CR3	0000E86CA	01/14/2015	01/13/2016	A71F0W	24X7	\$337.49
SWMA FOR IBM I FULL	8202	E4B	00004D6DR	01/14/2015	01/13/2016	A71F0W	24X7	\$3,849.99
SWMA FOR IBM I ALF	8202	E4B	00004D6DR	01/14/2015	01/13/2016	A71F0W	24X7	\$0.00
SWMA FOR IBM I FULL	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$20,239.99
SWMA FOR IBM I ALF	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$0.00
SWMA FOR POWERVM STANDARD ED FULL	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$251.99
SWMA FOR POWERVM STD ED ALF	8205	E6B	0000260DR	01/14/2015	01/13/2016	A71F0W	24X7	\$400.00
<b>Total</b>								<b>\$51,219.70</b>

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Contract Term:1/14/15-1/13/16  
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