

Miami, Florida 33142 (305) 637-3277 Fax (305) 637-3281

SOFTWARE HOUSE INTERNATIONAL

DBA: SOFTWARE HOUSE INTERNATIONAL

03027

373

Bill To **GARY LAU GMX**

Vendor

3790 NW 21 STREET MIAMI, FL 33142

33 KNIGHTSBRIDGE ROAD PISCATAWAY, NJ 08854

Ship To

GARY LAU

GMX

3790 NW 21 STREET

MIAMI. FL 33142

03027

Department

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THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

00000080-008

Purchase Order

12/20/2024

IT SYSTEMS HO

This Purchase Order is subject to MDX's General Terms and Conditions defined on the final page of this order. Delivery must be made within doors of specified destination unless indicated on the front of this PO.

2025

Fiscal Year

Purchase Order Number

Purchase Order Date

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
732 764-9393		373	113	

NOTES

MICROSOFT ENTERPRISE AGREEMENT

GMX INTERNAL CONTRACT NO: GMX-25-03

GMX IS USING THIS ACS THROUGH THE DMS FOR OUR MICROSOFT ENTERPRISE AGREEMENT FROM YEAR 2 TO YEAR 3+. YEAR 1 WAS A PIGGYBACK TO SOURCEWELL CONTRACT #081419 - SHI THREE-YEAR AGREEMENT, INTENDED 3-YEAR COMMITMENT. THIS CONTRACT EXPIRED ON OCTOBER 30, 2024, NOT ALLOWING THE AGENCY TO LOCK IN PRICING FROM AN EXPIRED CONTRACT FOR YEARS 2-3. THIS ALTERNATE CONTRACT SOURCE REPLACES THE NEED FOR THE SOURCEWELL CONTRACT.

PURCHASE SUBJECT TO STATE OF FL ALTERNATE CONTRACT SOURCE NO. 43230000-23-NASPO-ACS - SOFTWARE VALUE ADDED RESELLER (SVAR), AND RELATED SERVICE TERMS. CONTRACT EXPIRES ON 04/24/2027.

MICROSOFT ENTERPRISE AGREEMENT - PER THE AGREEMENT, THE TERM OF THIS AGREEMENT WILL REMAIN IN EFFECT UNLESS TERMINATED BY EITHER PARTY. NEW PO MUST BE ISSUED EACH FY.

THIS PO IS FOR 12/01/2024 TO 11/30/2025.

**PO MAINTENANCE TO INCREASE LICENSE QUANTITY BY 5 USERS, INCREASING YEARLY TOTAL BY \$1127.65 (A PRORATED LICENSE AMOUNT FOR 7 MONTHS).

YEAR THREE WILL BE INCREASED BY \$1914.80 TO ACCOUNT FOR 5 ADDITIONAL USER LICENSES QUANITITY.**

TEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	M365 E3 UNIFIED FSA SUB PER USER PART# AAD-33200		12.0000	EACH	\$328.8200	\$3,945.84
	GL #: 10030271 - 57004	\$3,945.84				
2	M365 E3 UNIFIED FSA SUB PER USER PART# AAD-33200		3.0000	EACH	\$328.8200	\$986.46
	GL #: 10030232 - 57004	\$986.46				
3	M365 E3 UNIFIED FSA SUB PER USER PART# AAD-33200		35.0000	EACH	\$328.8200	\$11,508.70
	GL #: 10030234 - 57004	\$11,508.70				
4	PROJECT SERVER MICROSOFT-PART# H22-00475		1.0000	EACH	\$1,024.0500	\$1,024.05
	GL #: 10030271 - 57004	\$1,024.05				

Authorized Signator

Purchase Order Total \$34,475.53

Purchase Order

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ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
5	SQL SERVER ENTERPRISE 2-CORE MICROSOFT PART# 7JQ-00343		2.0000	EACH	\$2,484.9800	\$4,969.96
	GL #: 10999981 - 57004	\$4,969.96				
6	SQL SERVER STANDARD MICROSOFT PART # 228-04433		1.0000	EACH	\$162.2700	\$162.27
	GL #: 10030234 - 57004	\$162.27				
7	SQL SERVER STANDART 2-CORE MICROSFOT PART # 7NQ-00292		6.0000	EACH	\$648.1100	\$3,888.66
	GL #: 10999981 - 57004	\$3,888.66				
8	VISUAL STUDIO ENTERPRISE - MSDN PER USER MICROSOFT PART # MX3-00117		1.0000	EACH	\$1,077.4100	\$1,077.41
	GL #: 10030232 - 57004	\$1,077.41				
9	WINDOWS SERVER STANDARD 2-CORE MICROSOFT PART# 9EM-00270		208.0000	EACH	\$19.4100	\$4,037.28
	GL #: 10030234 - 57004	\$4,037.28				
10	PROJECT P3 FSA GCC SUB PER USER MICROSOFT PART# 7MK-00002		5.0000	EACH	\$232.9700	\$1,164.85
	GL #: 10030271 - 57004	\$1,164.85				
11	VISIO P2 FSA GCC SUB PER USER MICROSOFT PART# 9K3-00002		5.0000	EACH	\$116.4800	\$582.40
	GL #: 10030271 - 57004	\$582.40				
12	M365 E3 UNIFIED EXISTING CUSTOMER SUB PER USER - YEAR 2 - 7 M REMAINING MICROSOFT - PART#: AAD-3320	ONTHS	5.0000	EACH	\$225.5300	\$1,127.65
	GL #: 10030234 - 57004	\$1,127.65				

MIAMI-DADE EXPRESSWAY AUTHORITY

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to all purchases by or on behalf of Miami-Dade County Expressway Authority, doing business as Miami-Dade Expressway Authority ("MDX"). Pursuant to Chapter 212, Florida Statutes, MDX is Exempt from State of Florida Sales Tax by virtue of Exemption Certificate No. 85-8012583533C-9. Florida Retailers' Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax do not apply to materials purchased by MDX. Vendors must not charge for any of these taxes.

- 1. Acceptance of Contract: This purchase order ("P.O.") is MDX's offer to purchase the goods and/or services from the Vendor pursuant to the terms and conditions set forth herein. Upon acceptance of this P.O., by delivery of goods or performance of the services, this P.O. shall become a contract and subsequently binding upon the Vendor.
- 2. Amendments: No agreement or understanding to modify this P.O. shall be binding upon MDX unless in writing and signed by MDX's authorized agent. All specifications, drawings, data or any other related documentation submitted to the Vendor with this P.O. are hereby incorporated and made a part hereof.
- 3. Uniform Commercial Code: All applicable portions of the State of Florida Uniform Commercial Code shall govern contracts with MDX.
- 4. **Delivery:** All prices must be F.O.B. destination, freight prepaid. Vendor shall meet any established delivery date. If delivery dates cannot be met as agreed, the Vendor agrees to advise MDX, in writing, of the earliest possible delivery date for acceptance by MDX.
- 5. **Risk of Loss:** Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein, which may for any reason occur prior to acceptance by MDX. No such loss, injury or destruction shall release Vendor from any obligations hereunder.
- 6. **Inspection:** Goods and/or materials must be properly packaged. Damaged goods and materials will not be accepted. Or, if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to MDX. MDX reserves the right to inspect the goods within a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
- 7. Patents and Copyrights: If an article sold and delivered to MDX hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless MDX, from and against all suits, claims, judgments and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such article(s) by MDX in violation or right under such patent or copyright.
- 8. **Non-Waiver of Rights:** No failure of either party to exercise any power given to it hereunder, or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- 9. Material Safety Data Sheets (MSDS): Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to MDX at the time of purchase, if applicable.
- 10. Compliance with Laws: The Vendor certifies that in performing this contract they will comply with all applicable provisions of federal, state and local laws, regulations, rules and orders.
- 11. Laws Governing: This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this agreement shall be in Miami-Dade County, Florida.
- 12. Prevailing Wage: It shall be the responsibility of the Vendor to ensure that wages paid to its employees comply with all applicable state and federal laws.
- 13. **Payment:** Method of Compensation: net 45 days. All invoices are to be addressed to the "Bill To" designee, as indicated on the front of this P.O., and must include the P.O. number, vendor's name and phone number, clearly list quantities, item descriptions and units of measure, as well as the MDX Work Program/Project number (if applicable). Failure to do so may result in payment delays at no cost to MDX.
- 14. **Warranty:** The Vendor warrants to MDX that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
- 15. **Indemnity:** Vendor shall defend, indemnify and hold harmless MDX, it's officers, agents, employees and successors, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorneys' fees incident thereto, to the extent they result directly from or out of any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Vendor, its agents or employees.
- 16. Non-Discrimination: The Vendor shall comply with all applicable state and federal civil rights laws.
- 17. Travel: The Vendor shall comply with MDX's Travel Policy posted on its website, should travel be required for vendors providing services or training on behalf of MDX.

MDX reserves the right to cancel this P.O. at any time, should the Vendor not comply with any of the Terms and Conditions herein. Vendor shall also adhere to the applicable provisions of the MDX Procurement Policy, and MDX Code of Ethics, as amended from time to time. Both policies are located on the MDX website: www.mdxway.com for reference.