**SUBJECT: VMware Enterprise Plus License Agreement Services**

**BID #: XF-0594-19** **OPEN DATE: 2019-08-14**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT:** SUPPLY CONTRACT – AUGUST 1, 2019 THROUGH JULY 31, 2024.

**AGENCY:** INFORMATION TECHNOLOGIES DIVISION

**BASIS OF AWARD:** ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

**NUMBER OF BIDS INVITED:** 17 **NUMBER RECEIVED:** 5 **OTHER:** 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to amend the award to change the payee from CDW Government, LLC to Dell Financial Services, LLC (DFS) for payment plan agreement to leverage the cost of the services and the payment terms. The total award will remain the same in the amount of $314,322.31 for VMware Enterprise Plus License Agreement Services.

To be executed by formal contract amendment through the Office of General Counsel.

This award is to be funded by account(s): AFIT531CSCS-04662

**Attachments:** Recommendation Memo, Payment Plan Agreement, Previous Award

**ANALYST:** For RUBEN OLA **RESPECTFULLY SUBMITTED:** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Kenneth Lathrop, Chief of Information Technologies Division/CIO

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

**ACTION OF AWARDING AUTHORITY** DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

10/30/19 11:16:14
Procurement Division

**DATE:** October 28, 2019

**TO:** Greg Pease, Chief of Procurement Division

**THRU:** Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

**FROM:** Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

**RE:** **XF-0594-19 VMware Enterprise Plus License Agreement Services – Award Amendment**

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The Information Technologies Division (ITD) requests to amend the award, Bid No. XF-0594 -19 VMware Enterprise Plus License Agreement, to include Dell Financial Services, LLC (DFS), as payee for the services awarded on this bid.

The award was for a five-year term and allows the City of Jacksonville (City) to leverage the cost of the services and the payment terms. The City's obligation is to pay for services on an annual basis, CDW Government, Inc. (CDWG) and DFS have offered to provide the City, a Payment Plan Agreement, which will allow the City to make annual payments with zero interest. The Payment Plan Agreement is the most beneficial payment structure for ITD. The total award amount remains the same $314,322.31.

The five-year payment plan agreement will be paid, as shown in the table below.

| Contract Year | Annual Payment Amount |
|---|---|
| First Year Payment | $50,347.00 |
| Second Year Payment | $65,993.83 |
| Third Year Payment | $65,993.83 |
| Fourth Year Payment | $65,993.83 |
| Fifth Year Payment | $65,993.83 |

Upon award approval, a request for a formal contract will be made through the Office of General Counsel.

This request is at no additional cost to City.

FUNDING SOURCE: AFIT531CSCS - 04662

Your favorable consideration of this request is much appreciated.

Attachments: Procurement Award Bid No. XF-0594-19
DFS Payment Plan Agreement with Government Rider

CC: Robert Gray, Enterprise Technology Infrastructure Manager
Mark Deas, Server Infrastructure Manager
Alexander Ciprian, IT Contract Administrator

Dell Financial Services™

Agreement Number TO BE ASSIGNED

# PAYMENT PLAN AGREEMENT

| | | | |
|---|---|---|---|
| Customer: | CITY OF JACKSONVILLE | | |
| Address: | 117 W Duval St Ste 400 | Billing Contact: | Gary Steffens |
| | Jacksonville, FL 32202-3700 | Billing Address: | 117 W Duval St Ste 400 |
| | | | Jacksonville, FL 32202-3700 |

Software Licensor: VMware Inc., 3401 Hillview Avenue, Palo Alto, CA 94304
Vendor: CDW GOVERNMENT, INC. (SEE ALERT NOTE)

Products Included: Software and services as described in CDWG QUOTE # KRJM541

This Payment Plan Agreement ("PPA") is made effective as of 06/19/2019 between the Customer named above ("Customer") and Dell Financial Services L.L.C. ("Payee") pursuant to the following: Customer and the Software Licensor and/or Vendor have entered into a License Agreement and/or any Sale Agreement applicable (such agreement and any addenda, amendments, and schedules attached thereto, are collectively referred to as the "Agreement"), in connection with the licensing of certain software products ("Licensed Software"), and services to Customer. Pursuant to the Agreement, Customer is obligated to pay Vendor the total fees described below "Fees"). Payee and Customer have agreed that instead of Customer paying the Fees as described in the Agreement, Customer shall pay Payee installment payments ("Payment Amounts") as set forth in the Payment Schedule below and Payee shall pay the Vendor on Customer's behalf.

1. FEES: The Fees set forth in the Agreement consist of $ 314,322.31 in Licensed Software and services. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. PAYMENT SCHEDULE: Customer shall pay the Payment Amounts in accordance with the schedule ("Payment Schedule") listed below, stated right after "6. MISCELLANEOUS", with each Payment Amount due and payable on the date indicated ("Due Date"). Customer shall remit Payment Amounts to the address noted in the invoice from Payee.

3. OBLIGATIONS ABSOLUTE: Customer acknowledges that upon receipt of the Licensed Software it shall be conclusively deemed accepted, and upon Customer's execution of this PPA, Customer acknowledges that (i) it has selected the Software based on its own judgment and (ii) Payee is entering into this PPA as an accommodation to Customer, and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PPA and any remedies which Customer may have, at law or in equity, against Vendor or Software Licensor shall be made independently and without regard to this PPA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule set forth above shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Licensed Software or otherwise for any reason whatsoever, including, but not limited to termination of the Agreement or any change in, update to or transfer of the Licensed Software. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date set forth above, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or the maximum rate allowed by applicable law.

4. ASSIGNMENT; WAIVER OF DEFENSES: Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts set forth above to a third party ("Assignee"). Customer shall not transfer or assign any of Customer's rights or obligations under this PPA without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's or Software Licensor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of the Licensed Software , its merchantability or its fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Licensed Software or conformity of the Licensed Software to the provisions and specifications of any purchase order or orders relating thereto, and Customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the Licensed Software "AS IS". Payee and any Assignee shall have no liability to Customer for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Licensed Software, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer acknowledges that Customer ordered the Licensed Software from Vendor, and that Customer may have rights under the Agreement and may be entitled to the benefit of warranties provided by Vendor or Software Licensor, and that

Customer has received an accurate and complete description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make any claims under the Agreement solely and directly against Vendor or Software Licensor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PPA.

5. DEFAULT, RIGHTS AND REMEDIES: In the event (a) Customer fails to pay, when due, *any* Payment Amount on the Due Date set forth above, and such failure shall continue for a period of fifteen (15) days; (b) Customer materially breaches any other contract with Payee or (c) Customer materially breaches or terminates the Agreement (any of (a), (b) or (c) above, a "Default"), then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become Immediately due and payable by Customer, without demand or notice, and Vendor or Software Licensor may terminate (upon notification by Payee of Default) all of Customer's rights to use of the Licensed Software and related services. After the occurrence of a Default hereunder by Customer, Customer agrees to immediately cease using the Licensed Software, to de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit. Customer further agrees to provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts, there shall be' immediately due from Customer, in addition to the unpaid Payment Amounts, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

6. MISCELLANEOUS: This PPA constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PPA may be amended except by a written instrument signed by both Payee and Customer; provided that the parties agree that this PPA may be amended by written notice from Payee to Customer to adjust the related Payment Amount (any increase up to 15% or any decrease) caused by any change to the Sale Agreement. No part of this PPA is intended to permit or provide for payment of any amount in excess of lawful amounts. In the event any unlawful excess is collected, Payee shall apply such excess as credit or otherwise refund it to Customer, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent (if any) that this PPA constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PPA shall be the copy designated by Payee from time to time, as the copy available for access and review by Customer and Payee. All other copies are copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, the authoritative copy may be restored from a backup, and the restored copy shall become the authoritative copy. This PPA shall be governed by the laws of Texas and shall be deemed executed in this state as of the effective date set forth above. Any legal action related to this PPA must be brought in Williamson County, Texas. **EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY.**

| | | | | | |
|---|---|---|---|---|---|
| $ 50,347.00 | due | 8/1/19 | $ 65,993.83 | due | 8/1/22 |
| $ 65,993.83 | due | 8/1/20 | $ 65,993.83 | due | 8/1/23 |
| $ 65,993.83 | due | 8/1/21 | | | |

( not including applicable tax)
Customer shall remit Payment Amounts to the address noted in the invoice from Payee.

Customer: CITY OF JACKSONVILLE

By:

Name:

Title:

Payee: Dell Financial Services L.L.C.

By: _____

Name: _____

Title: _____

Dell Financial Services™

Agreement Number xxx-xxxxxx-xxx

**PAYMENT PLAN AGREEMENT GOVERNMENT RIDER**

This Rider supplements the provisions of Payment Plan Agreement No. _____("PPA") between Customer and Payee as identified below. This Rider is an integral part of the PPA. Capitalized terms used in this Rider that are not defined will have the meanings specified in the PPA. If there is any conflict between the PPA and this Rider, then this Rider will control and prevail.

1. Funding Intent: Customer reasonably believes that sufficient funds can be obtained to make all Payment Amounts and other costs or fees during the PPA Term. Customer agrees that Customer's Chief Executive or Administrative Officer (or administrative officer that has the responsibility of preparing the budget submitted to Customer's governing body, as applicable) will provide appropriate funding for such payments in Customer's annual budget request submitted to its governing body. If Customer's governing body chooses not to appropriate funds for such payments, Customer agrees that its governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. Payee agrees that Customer's obligation to make Payment Amounts under the PPA will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the PPA will be interpreted as a pledge of Customer's general tax revenues, funds or monies.

2. Nonappropriations of Funds: If (a) sufficient funds are not budgeted or appropriated and budgeted by Customer's governing body in any fiscal period for Payment Amounts or other costs and fees and (b) Customer has exhausted all funds legally available for such Payment Amounts or other costs and fees due under the PPA, then Customer will give Payee reasonable written notice and the PPA will terminate as of the last day of Customer's fiscal period for which funds for Payment Amounts are available. Such termination is without any expense or penalty, except for the portions of the Payment Amounts and those expenses associated with Customer's cessation of use and maintenance, de-installation and deletion of Licensed Software, and certification thereof, in accordance with paragraph 5 of the PPA for which funds have been budgeted or appropriated or are otherwise legally available.

3. Essential Use: Customer represents that the use of the Licensed Software is essential to Customer's proper, efficient and economic operation and that Customer shall be the only entity to operate and use the Licensed Software.

4. Choice of Law: Regardless of any conflicting provision in the PPA, THE PPA WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH CUSTOMER IS LOCATED.

5. Authority and Authorization: Customer represents and agrees that: (a) Customer is a state or a political subdivision or agency of a state; (b) the entering into and performance of the PPA is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which Customer is a party; (c) Customer has complied with all public bidding requirements, if applicable, and, where necessary, has properly presented the PPA for approval and adoption as a valid obligation on Customer's part; and (d) Customer has sufficient appropriated funds or other monies available to pay all amounts due under the PPA for Customer's current fiscal period. Upon Payee's request, Customer agrees to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency or municipal certificate, and other documents that Payee requests in a form satisfactory to Payee.

| **Customer:** | **Payee:** Dell Financial Services L.L.C. |
|---|---|
| By: _____ | By: _____ |
| Name and Title: _____ | Name and Title: _____ |
| Date: _____ | Date: _____ |

**CERTIFICATION**

I _____ (Certifieer), a resident of _____ (City), in the State of _____ (State), DO HEREBY CERTIFY that I am the _____ (Title), of the Customer identified above, which is a educational, state or political subdivision or agency, duly organized and under the laws of the State of _____ (State), that I have custody of the records of the Customer, and, as of the date set forth below, _____ (Name of Above Signature), is the _____ (Title of Above Signature) of Customer and is duly authorized to execute and deliver in the name of and on behalf of Customer, the PPA (including this Rider) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed this seal of Customer this ____ (Day) day of _____ (Month), 20__.

-seal-

Certifier's Signature: _____

SUBJECT: VMware Enterprise Plus License Agreement Services

BID #: XF-0594-19 OPEN DATE: 2019-08-14

**GENERAL GOVERNMENT AWARDS COMMITTEE**

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – AUGUST 1, 2019 THROUGH JULY 31, 2024.

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 17 NUMBER RECEIVED: 5 OTHER: 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to retroactive the period of service from August 1, 2019 to date of award.
Recommend approval of award to the lowest responsive, responsible bidder CDW Government, LLC. in the amount of $314,322.31 for VMware Enterprise Plus License Agreement Services. Period of service will be from date of award through July 31, 2024.

Funding for this award to be encumbered by AFIT531CSCS-04662, to be executed by purchase order(s)

Attachments: Recommendation Memo, Bid Tabulation Sheets, Terms and Conditions, Specifications

ANALYST: RUBEN OLA RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 8/29/19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 8/30/19

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

INFORMATION TECHNOLOGIES DIVISION

# CITY OF JACKSONVILLE

08/23/19 09:33:43
Procurement Division

**DATE:** August 22, 2019

**TO:** Greg Pease, Chief of Procurement Division

**THRU:** Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

**FROM:** Elizabeth Brown, IT Operations Manager Elizabeth Brown

**RE:** **XF-0594-19 VMware Enterprise Plus License Agreement Services – BID RECOMMENDATION**

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The Information Technologies Division (ITD) submitted to Procurement Division a request to solicit for VMware Enterprise Plus License Agreement Services. The services include support, subscriptions, and upgrades for server virtualization technology. VMware is the City's server virtualization standard.

The bid opened on August 14, 2019, the and Procurement Division received five (5) vendor responses and zero (0) no bids for BID # XF-0594-19. Procurement Division forwarded the bid responses for our review.

The following table details the responses received:

| Vendor Name | Amount |
|---|---|
| **CDW Government, LLC.** | **$314,322.31** |
| MVation Worldwide, Inc. | $447,373.28 |
| Hypertec USA, Inc. | $448,550.24 |
| Software Information Resources Corp | $451,359.64 |
| Howard Technologies Solutions | $541,453.00 |

ITD Management recommends awarding this bid to the lowest, responsive, responsible bidder, CDW Government, LLC for the total amount of $314,322.31 The term of this agreement is for a five (5) year period of coverage, ratified from August 1, 2019 through July 31, 2024.

FUNDING SOURCE: AFIT531CSCS–04662

Your favorable consideration of this request is much appreciated.

Attachments: XF-0594-19 Bid Tabulation Sheet
XF-0594-19 Terms and Conditions

CC: Robert Gray, Enterprise Technology Infrastructure Manager
MA Mark Deas, Server Infrastructure Manager
RA Rose Alford, Systems Engineer
Thomas Ossi, Technology Contract and Records Manager
AC Alexander Ciprian, IT Contract Administrator

# BID TABULATION SHEET

TITLE: VMWARE ENTERPRISE PLUS LICENSE AGREEMENT SERVICES

BID NO.: XF-0594-19

OPEN DATE: 8/14/2019

ANALYST: RUBEN OLA

No. Invited: ( 17 ) No. Received (5 ) No Bids: (0 )

Bid Recorder: _J. HERNANDEZ, Announcer:_P. MITCHELL

| ITEM | DESCRIPTION | QUANTITY | MVATION WORLDWIDE INC. PRICE EACH | MVATION WORLDWIDE INC. EXT. PRICE | HYPERTEC USA INC. PRICE EACH | HYPERTEC USA INC. EXT. PRICE | SOFTWARE INFORMATION RESOURCES CORP PRICE EACH | SOFTWARE INFORMATION RESOURCES CORP EXT. PRICE | CDW-G PRICE EACH | CDW-G EXT. PRICE | HOWARD TECHNOLOGIES SOLUTIONS PRICE EACH | HOWARD TECHNOLOGIES SOLUTIONS EXT. PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | VMware vSphere 6 Enterprise Plus for 1 processor, Part # VS6-EPL-C | 61 | $ 3,149.29 | $ 192,108.69 | $ 3,157.58 | $ 192,612.38 | $ 3,177.35 | $ 193,818.35 | $ 314,322.31 | $ 314,322.31 | $ 3,520.00 | $ 214,720.00 |
| 2 | Production Support/Subscription VMware vSphere 6 with Operations Management Enterprise Plus for 5 years, Part# VS6-EPL-P-SSS-C (61x5x365) | 61 | $ 3,613.45 | $ 220,420.45 | $ 724.59 | $ 220,999.95 | $ 729.13 | $ 222,384.65 | | Included | $ 933.00 | $ 284,565.00 |
| 3 | VMware vCenter Server 6 Standard for vSphere 6 (per instance), Part# VCS6-STD-C | 3 | $ 5,409.43 | $ 16,228.29 | $ 5,423.67 | $ 16,271.01 | $ 5,457.63 | $ 16,372.89 | | Included | $ 6,046.00 | $ 18,138.00 |
| 4 | Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 5 years, Part# VCS6-STD-P-SSS-C | 3 | $ 6,205.95 | $ 18,617.85 | $ 1,244.46 | $ 18,668.90 | $ 1,252.25 | $ 18,783.75 | | Included | $ 1,602.00 | $ 24,030.00 |
| | GRAND TOTAL: | | | $447,373.28 | | $448,550.24 | | $451,359.64 | | $314,322.31 | | $541,453.00 |
| | MINIMUM REQUIREMENTS: | | | | | | | | | | | |
| | TERMS: | | | | 0% 30 days | | | | | | 0% 30 days | |
| | DELIVERY (Business Days): | | 10 | | 15 | | 5 | | 2-14 days ARO | | 5-7 days | |
| | CONFLICT OF INTEREST: | | | | ✓ | | ✓ | | ✓ | | ✓ | |
| | ADDENDUM(1): | | ✓ | | ✓ | | ✓ | | ✓ | | ✓ | |
| | NOTES: | | | | | | | | | | Vendor revised the bid from $252,592.00 to $541,453.00 after quantity miscalculation clarification. | |

# TERMS AND CONDITIONS

## VMWARE ENTERPRISE PLUS LICENSE AGREEMENT SERVICES

### 1. SCOPE

The Information Technologies Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the items as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/ service(s) and to obtain pricing commitments for VMware Enterprise Plus License Agreement (ELA) Services. The required services consist of support, subscriptions and software upgrades for a Five (5) year term. The software is core to run the majority of all Windows servers in the City.

### 2. AWARD

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder grand total amount. Bidders must bid on all items to be considered for award. ALL awards are subject to the availability of funds.

### 3. TERM OF AGREEMENT

This is a one-time purchase. The term of this agreement is for a (5) five year term period of coverage from August 1, 2019 through July 31, 2024.

### 4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. The Contractor shall provide all business licenses required by local, state, and federal law as applicable.

b. Contractor must be a VMware Authorized Reseller.

### 5. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

### 6. QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to add or delete items, or increase the volume of services required, or not to make any purchase against this bid if it so deems necessary at any time during the contract period.

### 7. DELIVERY

Information Technologies Division, 214 North Hogan Street, 9th Floor, Jacksonville, Florida 32202 (ITD Server Infrastructure Manager). A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, and unit of measure. Inside DELIVERY ONLY and if on pallets must be broken down for delivery.

# SPECIFICATIONS

## VMWARE ENTERPRISE PLUS LICENSE AGREEMENT SERVICES

- ***Please see the Bid Proposal Form for specific description and part number Information.***
- ***NO SUBSTITUTIONS on ANY of the listed items for bid.***

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  QWS3270X   8/23/2019  9:40 AM
FAML6350 V5.1              **    NW COJ FAMIS PRODUCTION      **     08/23/2019
LINK TO:                       ACCOUNT SUMMARY INQUIRY                   9:40 AM

FISCAL MO/YEAR  : 11 2019                                CURRENCY CODE :
INDEX CODE      : AFIT531CSCS   INFORMATION TECHNOLOGIES
SUBOBJECT       : 04662         HARDWARE/SOFTWARE MAINTENANCE & LICENSES
PROJECT         :
PROJECT DETAIL  :
GRANT           :
GRANT DETAIL    :
USER CODE       :
-------------------------------------------------------------------------------
S                                 AUG  2019    ANNUAL BALANCE ALL YEARS BALANCE
  ESTIMATED REVENUES                   .00               .00               .00
  REVENUES                             .00               .00               .00
    UNREALIZED REVENUES                .00               .00               .00
  BUDGET                               .00      2,423,478.03      2,423,478.03
  EXPENDITURES                   123,007.82      2,020,469.58      2,020,469.58
  ENCUMBRANCES                   172,547.34        341,076.50        341,076.50
  PRE-ENCUMBRANCES                 4,861.82          4,861.82          4,861.82
    REMAINING BALANCE           -300,416.98         57,070.13         57,070.13
F1-HELP      F2-SELECT                 F4-PRIOR     F5-NEXT
                        F9-LINK       F10-PRIOR-MO F11-NEXT-MO
G014 - RECORD FOUND
```