INVITATION FOR BIDS (IFB) 2-2734

VMWARE ANNUAL MAINTENANCE RENEWALS

ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

Key IFB Dates

Issue Date:	**September 15, 2022**
Question Submittal Date:	**September 21, 2022**
Bid Submittal Date:	**September 29, 2022**

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO BIDDERS 1

SECTION II: KEY CONTRACTUAL TERMS 9

SECTION III: BID PACKAGE 15

EXHIBIT A: BID FORM 17

EXHIBIT B: PRICE SUMMARY SHEET 20

EXHIBIT C: INFORMATION REQUIRED OF BIDDER 21

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM 23

EXHIBIT E: LIST OF SUBCONTRACTORS 25

EXHIBIT F: BID OPENING SIGN-IN SHEET 27

September 15, 2022

SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB)
IFB 2-2793: "VMWARE ANNUAL MAINTENANCE RENEWALS"

TO: ALL BIDDERS

FROM: CONTRACTS ADMINISTRATION AND MATERIALS MANAGEMENT DEPARTMENT

The Orange County Transportation Authority (Authority) invites bids from authorized resellers to provide VMware Annual Maintenance Renewals.

The budget for this project is $163,161.00 for a term effective through June 26, 2023.

The VMware account number is 114036550.

The VMware contract number is 30485250 and 360341362.

Please note that by submitting a Bid, Bidder certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Bid. In submitting a Bid, all Bidders agree to comply with all economic sanctions imposed by the State or U.S. Government.

Bids must be received in the Authority's office at or before 11:00 a.m. on September 29, 2022.

Bidder is responsible for ensuring third-party deliveries arrive at the time and place indicated in this IFB.

Bids delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Michael Cardozo, Associate Contract Administrator

Bids delivered using the U.S. Postal Service shall be addressed as follows:

Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Michael Cardozo, Associate Contract Administrator

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of bids mailed to the P.O. box listed above. Bids are considered received once time stamped at the Authority's physical address.

Bids and amendments received after the date and time specified above will be returned to the bidders unopened.

Bidders interested in obtaining a copy of this IFB may do so by downloading the IFB from CAMM NET at https://cammnet.octa.net.

All bidders interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at https://cammnet.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this IFB, bidders and sub-contractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:	Commodity:
Computer: Hardware & Software	Computer: Hardware & Software
	Enterprise Software - General
	Operating Systems and Network Software
Professional Services	Software Maintenance / Support
	Support Services, Computer

Bidders are encouraged to subcontract with small businesses to the maximum extent possible.

All bidders will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the agreement including the project specifications.

SECTION I: INSTRUCTIONS TO BIDDERS

SECTION I. INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF BID DOCUMENTS

By submitting a bid, bidder represents that it has thoroughly examined and become familiar with the work required under this IFB and that it is capable of performing quality work to achieve the Authority's objectives.

B. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this IFB. Any written addenda issued pertaining to this IFB shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. Bidders shall acknowledge receipt of addenda in their bids. Failure to acknowledge receipt of Addenda may cause the bid to be deemed non-responsive to this IFB and be rejected.

C. AUTHORITY CONTACT

All questions and/or contacts with Authority staff regarding this IFB are to be directed to the following Contract Administrator:

Michael Cardozo, Associate Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5627
Email: mcardozo@octa.net

D. CLARIFICATIONS

1. Examination of Documents

Should a bidder require clarifications of this IFB, the bidder shall notify the Authority in writing in accordance with Section D. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this IFB.

2. Preference for Materials

In accordance with the California Public Contract Code Section 3400, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition. In those cases where the specifications call for a designated material, product, or service by specific brand or trade name and there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only

brand or trade name known to the Authority.

Where the specifications or drawings identify any material, product or service by one or more brand names, whether or not “or equal” is added, and the bidder wishes to propose the use of another item as being equal, approval shall be requested as set forth below.

3. Submitting Requests

a. All questions, clarifications, requests for approved equals, or comments must be put in writing and must be received by the Authority no later than 5:00 p.m., on September 21, 2022.

b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

c. The following method of delivering written questions is acceptable as long as the questions are received no later than the date and time specified above:

Email: mcardozo@octa.net

4. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than five (5) calendar days before the scheduled date of bid opening. Bidders may download responses from CAMM NET at *https://cammnet.octa.net*, or request responses be sent via U.S. Mail by emailing the request to Michael Cardozo, Associate Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, bidders and their subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor’s on-line registration profile:

Category:	Commodity:
Computer: Hardware & Software	Computer: Hardware & Software
	Enterprise Software - General
	Operating Systems and Network Software
Professional Services	Software Maintenance / Support
	Support Services, Computer

Inquiries received after 5:00 p.m. on, September 21, 2022, will not be

responded to.

E. BRAND NAMES

It should be understood that specifying a brand name, components, and/or equipment in this IFB shall not relieve the bidder from their responsibility to produce the product in accordance with the performance warranty and contractual requirements. The bidder is responsible for notifying the Authority of any inappropriate brand name, component, and/or equipment substitute for consideration by the Authority.

Brand names and model number, when used, are for the purpose of identifying a standard of requirement and are not to be construed as restricting the procurement to those brand names and model numbers called out.

F. SUBMISSION OF BIDS

1. Date and Time

Bids must be received in the Authority's office at or before 11:00 a.m. on September 29, 2022.

Bids received after the above-specified date and time will be returned to bidders unopened.

Bids will be publicly opened in the Authority's Administration and Contracts office at the submission time indicated above.

2. Address

Bids delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Michael Cardozo, Associate Contract Administrator

Or bids delivered using the U.S. Postal Services shall be addressed as follows:

Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Michael Cardozo, Associate Contract Administrator

Note: The Authority utilizes a third-party delivery service: therefore, anticipate a 48-hour delay in delivery of bids mailed to the P.O. Box listed above. Bids are considered received once time stamped at the Authority's physical address.

3. Identification of Bids

Bidder shall submit its bid in a sealed package, addressed as shown above, bearing the bidder's name and address and clearly marked as follows:

"IFB No. 22734 VMware Annual Maintenance Renewals"

Bidder shall be entirely responsible for any consequences, including disqualification of the bid, resulting from any inadvertent opening of unsealed or improperly identified packages. It is the bidder's sole responsibility to see that its bid is received as required.

4. Acceptance of Bids

a. The Authority reserves the right to postpone bid openings for its own convenience.

b. Bids received and opened by Authority are public information and must be made available to any person upon request.

c. Submitted bids are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

Pre-contractual expenses are defined as expenses incurred by bidder in:

1. Preparing a bid in response to this IFB;
2. Submitting that bid to the Authority;
3. Negotiating with the Authority any matter related to this bid; or
4. Any other expenses incurred by bidder prior to date of award, if any, of the Agreement.

H. JOINT BIDS

Where two or more firms desire to submit a single bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing

business as a joint venture.

I. TAXES

Bids are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Contractor is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by a bidder in connection with this IFB must be submitted in accordance with the Authority's written procedures.

K. DELIVERY

The software licensing described herein shall be delivered electronically.

L. CASH DISCOUNTS

Cash/payment discounts will not be considered in the evaluation of bids.

M. APPENDICES

Information considered by bidder to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

N. CONTRACT AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible bidder and shall be on a lump sum basis, in accordance with the requirements in this IFB. However, Authority reserves the right to award its total requirements to one bidder, or to apportion those requirements among several bidders, as the Authority may deem to be in its best interests. The Authority's intention is to award a purchase order for a term effective through June 26, 2023.

O. AUTHORITY'S RIGHTS

1. The Authority reserves the right to accept or reject any and all bids, or any

item or part thereof, or to waive any informalities or irregularities in bids.

2. The Authority reserves the right to withdraw or cancel this IFB at any time without prior notice. The Authority makes no representations that any contract will be awarded to any bidder responding to this IFB.

3. The Authority reserves the right to issue a new IFB for the project.

4. The Authority reserves the right to postpone the bid opening for its own convenience.

5. Each bid will be received with the understanding that acceptance by the Authority of the bid to provide the goods and services described herein shall constitute a contract between the bidder and Authority which shall bind the bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.

6. The Authority reserves the right to investigate the qualifications of any bidder, and/or require additional evidence of qualifications to perform the work.

P. PUBLIC RECORDS AND INFORMATION

Bids received by Authority are considered public information and will be made available to the public if requested to do so.

Q. FORMS

1. Status of Past and Present Contracts Form

Bidder is required to complete and sign the form entitled “Status of Past and Present Contracts” provided in this IFB and submit as part of the bid. Bidder shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid.

A separate form must be completed for each identified contract. Each form must be signed by the Bidder confirming that the information provided is true and accurate. Bidder is required to submit one copy of the completed form(s) as part of its bid.

2. List of Subcontractors Form

Bidder shall complete Exhibit F, which lists all subcontractors performing work in excess of one half of one percent (1/2 of 1%) of the bid amount per the instructions set forth in Section I “Instructions to Bidders”.

3. Bid Opening Sign-In Sheet

Bidders are advised that an *optional* teleconference for the bid opening on September 29, 2022, at 11:00 a.m. is available. The specific call-in number for this bid opening is (916) 550-9867 Conference ID: 508361921# The bid opening will begin promptly at 11:00 a.m. Callers are requested to dial in and mute the call. Bids are still to be submitted per the instructions of IFB 2-2734. Attendees are advised to complete the sign-in sheet on Exhibit F to this IFB and email it to the undersigned at mcardozo@octa.net no later than noon September 28, 2022.

SECTION II: KEY CONTRACTUAL TERMS

SECTION II. KEY CONTRACTUAL TERMS

The following terms and conditions are highlighted to make bidders aware of the contractual parameters of this procurement.

A. ACCEPTANCE OF ORDER

Bidder will be required to accept a written Agreement or Purchase Order in accordance with and including as a part thereof the published notice of Invitation For Bids, the requirements, conditions and specifications, with no exceptions other than those specifically listed in the written Agreement or Purchase Order.

B. CHANGES

By written notice or order, Authority may, from time to time, make changes including but not limited to drawings, designs, specifications, delivery schedules, property and services furnished by Authority. If any such change causes an increase or decrease in price of this Agreement or Purchase Order or in the time required for its performance, the bidder shall promptly notify Authority thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse the bidder from proceeding immediately with the Agreement or Purchase Order as changed.

C. INVOICE AND PAYMENT

A separate invoice shall be issued for each shipment. Unless otherwise specified in the Agreement or Purchase Order, no invoice shall be issued prior to shipment of goods. Payment due dates, including discount period, will be computed from date of receipt of goods or of correct invoice (whichever is later) to date Authority check is mailed. Any discount taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is specifically disallowed.

D. WARRANTIES

1. Bidder warrants to Authority that, for a period of one year following Authority's inspection and acceptance of each item delivered hereunder, each item shall conform to the requirements hereof and will be free from defects. In addition to other remedies, which may be available, the Authority may, at its option, return any nonconforming or defective items to bidder and/or require correction or replacement of said item at the location of the item when the defect is discovered, all at bidder's risk and expense. If Authority does not require correction or replacement of nonconforming or defective items, bidder shall repay such portion of the payment specified herein or such additional amount as is equitable under the circumstances. Authority's rights hereunder are in addition to, but not limited by, bidder's standard warranties. Inspection and acceptance of items by Authority, or

payment therefore, shall not relieve bidder of its obligations hereunder.

2. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

E. EXCESS REPROCUREMENT LIABILITY

Bidder shall be liable to Authority for all expenses incurred by Authority in reprocuring elsewhere the same or similar items or services offered by bidder hereunder, should bidder fail to perform or be disqualified for failure to meet the terms and conditions set forth herein.

F. PACKING AND SHIPPING

All items shall be prepared for shipment and packed to prevent damage or deterioration and shipped at the lowest transportation rates in compliance with carrier tariffs. All shipments to be forwarded on one day, via one route, shall be consolidated. Each container shall be consecutively numbered, and marked with the herein Agreement or Purchase Order and part numbers. Container and Agreement or Purchase Order numbers shall be indicated on bill of lading. Two copies of packing slips, showing Agreement or Purchase Order number, shall be attached to No. 1 container of each shipment. Items sold F.O.B. origin shall be shipped prepaid. No charges will be paid by Authority for preparation, packing, crating, cartage or freight.

G. TITLE AND RISK OF LOSS

Unless otherwise provided in the Agreement or Purchase Order, bidder shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this Agreement or Purchase Order at the F.O.B. point specified herein, and upon such delivery title shall pass from bidder and bidder's responsibility for loss or damage shall cease, except for loss or damage resulting from bidder's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by Authority.

H. NEW MATERIALS

Except as to any supplies and components which this Agreement or Purchase Order specifically provides need not be new, the bidder represents that the supplies and components to be provided under this Agreement or Purchase Order are new and of recent manufacture (not used or reconditioned or recycled, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Agreement or Purchase Order, the bidder believes that the furnishing of supplies or components which are not new is necessary or desirable, bidder shall notify the Authority immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the Authority if authorization to use such supplies is granted.

I. INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance by Authority at destination. Final inspection will be made within a reasonable time after receipt of items hereunder.

Payment will be made within a reasonable time after inspection and formal acceptance of the equipment by the Authority.

J. INDEMNIFICATION

Bidder shall indemnify, defend and hold harmless Authority, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by bidder, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement or Purchase Order.

K. INFRINGEMENT INDEMNITY

In lieu of any other warranty by Authority or bidder against infringement, statutory or otherwise, it is agreed that bidder shall defend at its expense any suit against Authority based on a claim that any item furnished under this Agreement or Purchase Order or the normal use or sale thereof infringes any United States Letters Patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that bidder is notified in writing of the suit and given authority, information and assistance at bidder's expense for the defense of the suit. Bidder, at no expense to Authority, shall obtain for Authority the right to use and sell said item, or shall substitute an equivalent item acceptable to Authority and extend this patent indemnity thereto.

L. SUBCONTRACTORS AND ASSIGNMENTS

Neither this Agreement nor Purchase Order, nor any interest herein, nor any claim hereunder, may be assigned by the bidder either voluntarily or by operation of law, nor may all or substantially all of this Agreement or Purchase Order be further subcontracted by the bidder without the prior written consent of the Authority. No consent shall be deemed to relieve the bidder of its obligations to comply fully with the requirements hereof.

M. DISPUTES

This Agreement or Purchase Order shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, bidder shall proceed diligently with the performance of this Agreement or Purchase Order.

N. NOTICE OF LABOR DISPUTE

Whenever bidder has knowledge that any actual or potential labor dispute may delay this Agreement or Purchase Order, bidder shall immediately notify and submit all relevant information to Authority. Bidder shall insert the substance of this entire clause in any subcontract hereunder, as to which a labor dispute may delay this Agreement or Purchase Order.

O. AUDIT AND INSPECTION OF RECORDS

Bidder and/or subcontractors shall provide Authority, or other agents of Authority, such access to bidder's and/or subcontractor's accounting books, records, payroll documents and facilities as Authority deems necessary to examine, audit, and inspect all books, records, work data, documents and activities directly related hereto. Bidder shall maintain books, records, data and documents according to generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during bidder's performance hereunder and for a period of four (4) years from the date of final payment by Authority hereunder.

P. PROHIBITED INTEREST

The bidder covenants that, for the term of this agreement, no member, director, officer or employee of the Authority during his/her tenure in office or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Q. RIGHTS IN DATA

Bidder agrees that all data including, but not limited to, drawings, tapes, software, photo prints and other graphic information required to be furnished under this Agreement or Purchase Order, together with any other information presented orally, shall be furnished with unlimited rights and as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement or Purchase Order. Bidder further agrees that all such data are owned by Authority and that bidder shall have no interest or claim thereto, and that said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

R. FEDERAL, STATE AND LOCAL LAWS

Bidder warrants that in the performance of this Agreement or Purchase Order it shall comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules and regulations.

S. EQUAL EMPLOYMENT OPPORTUNITY

If awarded an Agreement or Purchase Order resulting from this IFB, bidder shall not discriminate against any employee or applicant for employment because of

race, religion, color, sex, age or national origin. The bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

T. TERMINATION

Authority may terminate this Agreement for its convenience at any time, in whole or part, by giving successful bidder written notice thereof. Upon termination, the Authority may pay the successful bidder allowable costs incurred to date of termination, and those costs deemed reasonably necessary by the Authority to effect such termination. In addition, the Authority may pay the successful bidder a percentage of profit, which relates to Agreement work, accomplished to date of termination, which shall be the date of notice of termination.

The Authority may terminate the Agreement if a federal or state proceeding for the relief of debtors is undertaken by or against the successful bidder or if the successful bidder makes an assignment for the benefit of creditors, or in the event the successful bidder breaches the terms or violates the conditions of the Agreement, and does not within ten (10) days thereafter, cure such breach or violation, the Authority may immediately terminate the Agreement for default. The successful bidder shall be liable for any and all costs incurred by the Authority as a result of such default, including but not limited to reprocurement costs of the same or similar services defaulted by the successful bidder under this Agreement.

U. CONFLICT OF INTEREST

All bidders responding to this IFB must avoid organizational conflicts of interest, which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, a bidder is unable, or potentially unable to render impartial assistance or advice to the Authority; a bidder's objectivity in performing the work identified in the Project Specifications is or might be otherwise impaired; or a bidder has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the bidder's bid.

V. CODE OF CONDUCT

All bidders agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts, which is hereby referenced and by this reference is incorporated herein. All bidders agree to include these requirements in all of its subcontracts.

SECTION III: BID PACKAGE

SECTION III. BID PACKAGE

The bidder shall complete all the forms identified below. The bid may not contain exceptions to or deviations from the terms or requirements of this IFB.

EXHIBIT A. BID FORM

The bidder must complete the Bid Form. In addition to providing the lump sum bid, the bidder affirms that the Bid Form statements are true and correct.

EXHIBIT B. PRICE SUMMARY

EXHIBIT C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form.

EXHIBIT D. STATUS OF PAST AND PRESENT CONTRACTS FORM

EXHIBIT E. LIST OF SUBCONTRACTORS

EXHIBIT A: BID FORM

BID FORM

INVITATION FOR BIDS NUMBER: 22734

DESCRIPTION: VMware Annual Maintenance Renewals

BIDDER'S NAME AND ADDRESS _____

_____

_____

_____

NAME OF AUTHORIZED REPRESENTATIVE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

I acknowledge receipt of IFB and Addenda Numbers: _____

AUTHORIZED SIGNATURE TO BIND BID: _____

PRINT SIGNER'S NAME AND TITLE: _____

_____

DATE SIGNED: _____

Effective for term through June 26, 2023 for the Authority's requirements as specified in Exhibit A, entitled "Bid Form.", and Exhibit B, entitled "Price Summary Sheet".

Any IFB Purchase Order awarded as a result of this IFB will be awarded to the lowest priced, responsive and responsible Bidder and shall be on a lump sum basis in accordance with the requirements in this IFB.

All bidders must be authorized resellers to provide VMware annual maintenance renewals. Unauthorized resellers shall be deemed "non-responsive" and will not be considered for award. The lowest bidder will be required to provide proof confirming its authorization to provide VMware annual maintenance renewals. Bidders submitting an alternative manufacturer, model, or part number shall result

in a "No Bid" and will not be considered for award.

Deliveries shall be by electronic download only.

The VMware account number is 114036550.

The VMware contract number is 30485250.

Enter below the price for each of the items described in the Exhibit B, Price Summary Sheet. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

Are there any additional and/or incidental costs necessary in order to fully comply with the procurement of parts? Yes/No

If "yes", please provide a complete and comprehensive listing of all such costs:

_____

_____

Cash discount allowable ___%___days: unless otherwise stated, payment terms are: Net 30 days. Cash/payment discounts will not be considered in the evaluation of bids.

This bid shall be in effect for 120 days after the bid close date.

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

Any purchase order awarded as a result of this IFB will be awarded to the lowest, responsive and responsible Bidder and shall be on a lump sum basis, in accordance with the requirements in this IFB.

Prices quoted shall remain firm for the term of the contract and shall include taxes, direct costs, indirect costs, and profits.

Effective through June 26, 2023.

NO.	DESCRIPTION	TERM	QUANTITY	UNIT COST	EXTENDED COST
1	Production Support Coverage VMware vCenter Server 7 Standard for vShpere 7 (Per Instance) for 1 year Instance number 190791917 **Part# VCS7-STD-P-SSS-C**	6/27/22 to 6/26/23	1	$_____	$_____
2	Federal Production Support VMware vRealize Suite 2019 STD per PLU for 1 year Instance Number 181475813 **Part# VR19-STD-P-SSS-F**	6/27/22 to 6/26/23	6	$_____	$_____
3	Federal Production Support VMware vCenter Server 7 standard for Plus for vSphere 7 (per instance) for 1 year Instance number 187840121 **Part# VCS7-STD-P-SSS-F**	6/27/22 to 6/26/23	1	$_____	$_____
4	Federal Production Support VMware vSphere 7 Ent Plus for vCloud (per CPU) Instance number 189113950 **Part# VS7-EPL-VS-P-SSS-F**	6/27/22 to 6/26/23	12	$_____	$_____
5	Production Support/Subscription VMware vSphere 7 Enterprise Plus for 1 processer for 1 year Instance number 188240540 **Part# VS7-EPL-P-SSS-C**	6/27/22 to 6/26/23	16	$_____	$_____
6	Federal Production Support VMware vSphere 7 Ent Plus for vCloud (per CPU) for 1 year Instance number 189113951 **Part# VS7-EPL-VS-P-SSS-F**	6/27/22 to 6/26/23	4	$_____	$_____
7	Federal Production Support VMware vSphere 7 Ent Plus for vCloud (per CPU) for 1 year Instance number 189113949 **Part# VS7-EPL-VS-P-SSS-F**	6/27/22 to 6/26/23	4	$_____	$_____
8	Federal Production Support VMware vRealize Suite 2019 STD per PLU for 1 year Instance number 181475809 **Part# VR19-STD-P-SSS-F**	6/27/22 to 6/26/23	4	$_____	$_____
9	Federal Production Support VMware vRealize Suite 2019 STD per PLU for 1 year Instance number 181475811 **Part# VR19-STD-P-SSS-F**	6/27/22 to 6/26/23	4	$_____	$_____
10	Federal Production Support VMware vSphere 7 Ent Plus for VCloud (per CPU) for 1 year Instance number 189113948 **Part# VS7-EPL-VS-P-SSS-F**	6/27/22 to 6/26/23	2	$_____	$_____

11	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (per instance) Instance number 187835125 **Part# VS7-EPL-VS-P-SSS-C**	3/9/23 to 6/26/23	1	**$**_____	**$**_____
12	Federal Production Support VMware vSphere 7 Ent Plus for VCloud (per CPU) for 1 year Instance number 189113946 **Part# VS7-EPL-VS-P-SSS-C**	6/27/22 to 6/26/23	6	**$**_____	**$**_____
13	Federal Production Support VMware vRealize Suite 2019 STD per PLU for 1 year Instance number 181475808 **Part# VR19-STD-P-SSS-F**	6/27/22 to 6/26/23	12	**$**_____	**$**_____
14	Production Support/Subscription VMware vRealize Operations 8 Advanced (per CPU) for 1 year Instance number 181480560 **Part# VR8-OADC-P-SSS-C**	6/27/22 to 6/26/23	16	**$**_____	**$**_____
15	Production Support/Subscription VMware vSphere 7 Enterprise Plus for vCloud Suites (per CPU) for 1 year Instance number 186196371 **Part# VS7-EPL-VS-P-SSS-C**	6/27/22 to 6/26/23	12	**$**_____	**$**_____
16	Production Support/Subscription VMware vRealize Automation 7 Standard (per CPU) Instance Number 162521282 **Part# VR7-ATSTD-P-SSS-C**	4/12/22 to 6/26/23	12	**$**_____	**$**_____
17	Production Support/Subscription VMware vRealize Suite 2019 Std per PLU for 1 year, Instance number 181469463 **Part# VR19-STD-P-SSS-C**	6/27/22 to 6/26/23	12	**$**_____	**$**_____
18	Federal Production Support VMware vSphere 7 Ent Plus for VCloud (per CPU) for 1 year Instance number 189113947 **Part# VS7-EPL-VS-P-SSS-F**	6/27/22 to 6/26/23	26	**$**_____	**$**_____
19	Federal Production Support VMware vRealize Suite 2019 STD per PLU for 1 year Instance number 181475812 **Part# VR19-STD-P-SSS-F**	6/27/22 to 6/26/23	26	**$**_____	**$**_____
20	Federal Production Support VMware vRealize Suite 2019 STD per PLU for 1 year Instance number 181475810 **Part# VR19-STD-P-SSS-F**	6/27/22 to 6/26/23	2	**$**_____	**$**_____
21	VMware reinstatement fees for lapse of maintenance contracts.		1	**$**_____	**$**_____

Firm Name: _____ **Total Lump Sum:** _____

EXHIBIT C: INFORMATION REQUIRED OF BIDDER

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of Bidder: _____
2. Business Address: _____
3. Telephone ( )_____ Fax ( )_____E-Mail: _____
4. Type of Firm - Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Contractor's License No.: _____ Class_____Years of Experience: __
7. Expiration Date of License: _____
8. Is your firm a certified small business in California? Yes____ No____
9. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

10. List at least three project references for services rendered in the last two years:

Type of Service/Product	Date Completed	Name and Address of Owner	Contact Name and Phone Number	Total Cost

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	**Phone:**
Project Award Date:	**Original Contract Value:**
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

_____ _____
Name Signature

_____ _____
Title Date

Revised. 03/16/2018

EXHIBIT E: LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS

List only the subcontractors which will perform work or labor or render services to the Bidder in excess of one-half of one percent of the Bidder's total bid amount. Do not use alternative subcontractors for the same work. (Use additional sheets if necessary.)

Name & Address Under Which Subcontractor is Licensed	License Number	Specific Description of Work to be Rendered	Type	Dollar Amount
				$
				$
				$
				$
				$
				$
				$

TOTAL VALUE OF SUBCONTRACTED WORK	$

Bidder's Name:

EXHIBIT F: BID OPENING SIGN-IN SHEET

SIGN-IN SHEET
IFB 2-2734
"VMware Annual Maintenance Renewals"
September 29, 2022, 11:00 a.m.

Name: _____

Company: _____