

CO-OPERATIVE PURCHASE AGREEMENT NO. 5819

Veeam Software Licenses & Support

THIS **Veeam Software Licenses & Support Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and immixTechnology, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor shall provide Veeam Software Licenses & Support in accordance with its agreement DIR-TSO-4315 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor shall provide Veeam Software Licenses & Support in accordance with the attached Statement of Work & Pricing, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 3. Term.** The initial term of this Agreement is one year, beginning on the applicable dates stated in Attachment A (ranging from September 26, 2024, to January 17, 2025, as detailed in the five licenses acquired via four contracts) and continuing through October 18, 2025. The parties may mutually agree to auto-renew this Cooperative Agreement for continuing one-year periods (each, an "Option Period"), provided: (i) the underlying Cooperative Agreement either continues in full force and effect or, alternately, has been replaced by a successor DIR-approved co-op agreement with Contractor providing the same software and such replacement co-op agreement is valid on the beginning date of each Option Period; (ii) the same software product and services continue in active use by the City and have not been replaced by a different product and services; (iii) the pricing for each Option Period conforms to the language in section 4 below; and (iv) sufficient current funding has been appropriated by the City to provide for the continuation of this Agreement. Furthermore, following the conclusion of any one-year Option Period, the parties may agree to auto-renew this Agreement so long as the conditions required above in subparts (i) – (iv) are met and neither party has termination this Agreement.
- 4. Compensation and Payment.** This Agreement is for \$90,287.97, subject to execution of one or more written amendments executed by the parties. All pricing for the initial term must be in accordance with Attachment A. The pricing for each Option Period must conform to (i) the amount shown in Attachment A, (ii) the amount stated in an eligible renewal of DIR-TSO-4315, or (iii) the amount

stated in a successor DIR-approved co-op agreement, whichever amount of subparts (i), (ii), or (iii) is lowest. Pricing for every continuing one-year auto-renewal of this Agreement must also be in accordance with the pricing condition stated in the foregoing sentence. Invoices must be mailed to the following address:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 5. Budgetary Appropriation.** The continuation of this Agreement (and every optional renewal, if any) after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 6. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Information Technology Dept.
Attn: Rick De Leon, IT System Administrator
1201 Leopard St., Corpus Christi, TX 78401
Phone: (361) 826-4096
Fax: n/a


IF TO CONTRACTOR:

immixTechnology, Inc.
Attn: Chauncey Kehoe
8444 Westpark Dr., Suite 200
McLean, VA 22102
Phone: (703) 639-1565
Fax: n/a

WITH A COPY TO RESELLER:

CDW Government
Attn: Alyssa McArthur-Guzman, Sales
75 Remittance Dr., Suite 1515, Chicago, IL 60675-1515
Phone: (312) 547-2602
Fax: n/a

Attachment A: Scope of Work & Pricing

		\$ 90,287.97		
Customer:	City of Corpus Christi	Contract:DIR-TSO-4315	Quote Number:	240425A
Contact:	Rick De Leon		Quote Date:	April 25, 2024
Address:	1201 Leopard St		Prepared By:	Alyssa McArthur-Guzman
	Corpus Christi TX		Phone:	(312)547-2602
Phone:			Email:	alysmca@cdwg.com
QTY	PART NUMBER	DESCRIPTION	UNIT COST	EXT. COST
2	G-ADVUL-0I-SU1AR-00	VEEAM DATA PLATFORM ADVANCED UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. 10 INSTANCE PACK. PUBLIC SECTOR. 10/19/24-10/18/25 (MSRP: \$1,539 12% Discount)	\$ 1,345.35	\$ 2,690.70
2	G-ADVUL-0I-SU1AR-00	VEEAM DATA PLATFORM ADVANCED UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. 10 INSTANCE PACK. PUBLIC SECTOR. 10/10/24-10/18/25 (MSRP: \$1,539 12% Discount)	\$ 1,345.35	\$ 2,690.70
57	G-ADVUL-0I-SU1AR-00	VEEAM DATA PLATFORM ADVANCED UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. 10 INSTANCE PACK. PUBLIC SECTOR. 9/26/24-10/18/25 (MSRP: \$1,539 12% Discount)	\$ 1,345.35	\$ 76,684.95
57	G-ADVUL-0I-SU1MR-00	VEEAM DATA PLATFORM ADVANCED UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. SUBSCRIPTION UPFRONT BILLING 10 INSTANCE PACK. & PRODUCTION (24/7) SUPPORT-RENEWAL MONTHLY COTERM. 9/26/24-10/18/25 (MSRP: \$142.50 12% Discount)	\$ 124.57	\$ 7,100.49
9	G-ADVUL-0I-SU1MR-00	VEEAM DATA PLATFORM ADVANCED UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. SUBSCRIPTION UPFRONT BILLING 10 INSTANCE PACK. & PRODUCTION (24/7) SUPPORT-RENEWAL MONTHLY COTERM. 1/17/25-10/18/25 (MSRP: \$142.50 12% Discount)	\$ 124.57	\$ 1,121.13
		Contract 03174343		
		Contract 03166543		
		Contract 03066476		
		Contract 03257539		
		Please Note This quote reflects advanced 24/7 support (previously known as Veeam Availability Suite) -- Includes Veeam backup and Veeam one. There are three enterprise-grade editions: Foundation, Advanced and Premium. All editions contain Veeam's award winning VBR and Instant Recovery; Advanced and Premium editions also deliver advanced resiliency features including monitoring, analytics and recovery. Find more details at https://www.veeam.com/news/veeam-data-platform.html#:~:text=There%20are%20three%20enterprise%2Dgrade,includng%20monitoring%2C%20analytics%20and%20recovery.		
			FREIGHT:	\$ -
			GRAND TOTAL:	\$ 90,287.97
Corporate Headquarters: Will Call & Third Party Pickup 200 North Milwaukee Ave. Vernon Hills, IL 60061			Please remit payment to: CDW Government 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515	