

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Finance Committee
INITIATED BY



12/6/2022
DATE DRAFTED

Authorizing Purchase of Citrix Subscription Licenses

WHEREAS, the Rock County Information Technology Department is authorized to purchase computer hardware and software on behalf of the County; and,

WHEREAS, the County Board approved \$112,753.21 in the 2023 Budget for the purchase of Citrix Subscription Licenses in account 07-1430-0000-62491; and,

WHEREAS, Rock-IT is looking to move our on-premise Citrix environment to the Cloud. This procurement will eliminate the need for sixty physical servers, which will decrease the operational expenditures as well as administrative costs to maintain those systems; and,

WHEREAS, Citrix was bought out by Broadcom Corporation and there is an expectation that 2023 pricing increases may be between 20-30%; and,

WHEREAS, Rock-IT would like the committee's approval to cut a 2023 PO prior to January 1, 2023, which will allow us to avoid an increased cost of \$67,651.93 - \$101,477.89 over 3 years; and,

WHEREAS, EDCi is a single source vendor for Citrix licensing.

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 15th day of December, 2022, does hereby authorize the purchase agreement for an amount not to exceed \$112,753.21 for the purchase Citrix Virtual Applications, Hybrid Cloud, Analytics and 775 Subscription Licenses from account 07-1430-0000-67132 in the 2023 Approved Budget.

FISCAL NOTE:

Funds were included in the 2023 budget for the purchase of these licenses.

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is Authorized to take this action pursuant to Wis. Stat. § 59.01. Pursuant to RCCO § 2.221, purchases over \$100,000 must be approved by the Board of Supervisors by resolution. Pursuant to RCCO § 2.223(9), purchases may be made without the solicitation of bids or quotes when there is only one vendor source for particular goods or services.

Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
County Administrator

Committee Action

Finance Committee

Finance Committee recommended this resolution for approval by a unanimous voice vote.
Supervisor Fox was absent.

Executive Summary Authorizing Purchase of Citrix Subscription Licenses

Currently our on-premise hardware footprint is 60 servers. Rock-IT is looking to move our on-premise Citrix environment to the Cloud. Eliminating the need for 60 physical servers eliminates those operational expenditures as well as administrative costs to maintain those systems. This move to the cloud will enhance our disaster recovery capabilities as well as ensuring that our Citrix environment would always be up to date with all the latest security patches and configurations. The cloud instance provides Analytics, which will provide us information to make operational and governance decisions.

Rock-IT would like approval to cut a 2023 PO after the 2023 requisitioning opens and prior to January 1, 2023. Citrix was bought out by Broadcom Corporation and there is an expectation that 2023 pricing increases will be between 20-30%. The 2023 approved budget is \$112,753.21 with a 3-year signed agreement totaling \$338,259.63. Cutting a PO prior to January 1, 2023, which will allow us to avoid an increased cost of approximately \$67,650.02 - \$101,475.03 over 3 years.

The total cost for this project will be; \$338,250.10 total for the 3-year commitment, with year 1 payment of \$112,753.21. This project is budgeted and in the approved 2023 Budget under account 07-1430-0000-62491.

Rock Co

Statement of Work

Q#8044

Citrix Cloud Licensing

12/6/2022

Prepared for
Rock Co IT Team

By



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	Description	Cost
Year 1	DaaS Premium Plus with Enhanced Security & Analytics Services User/Device - Trade-Up - Qty: 475	\$55,108.08
	DaaS Premium Plus with Enhanced Security & Analytics Services User/Device - Qty: 300	\$50,439.49
	VA&VD Advanced Hybrid Rights U/D - Qty: 300	\$7,205.64
	Year 1 Total	\$112,753.21
Year 2	DaaS Premium Plus with Enhanced Security & Analytics Services User/Device - Trade-Up - Qty: 475	\$55,108.08
	DaaS Premium Plus with Enhanced Security & Analytics Services User/Device - Qty: 300	\$50,439.49
	VA&VD Advanced Hybrid Rights U/D - Qty: 300	\$7,205.64
	Year 2 Total	\$112,753.21
Year 3	DaaS Premium Plus with Enhanced Security & Analytics Services User/Device - Trade-Up - Qty: 475	\$55,108.08
	DaaS Premium Plus with Enhanced Security & Analytics Services User/Device - Qty: 300	\$50,439.49
	VA&VD Advanced Hybrid Rights U/D - Qty: 300	\$7,205.64
	Year 3 Total	\$112,753.21
Grand Total		\$338,259.63

TERMS AND CONDITIONS

Terms are Net 10 days.

Pricing is effective for 30 days.

CITRIX SAAS AND CLOUD SERVICES - END USER SUBSCRIPTION AGREEMENT

Rock Co will be bound to Citrix's then current End User Subscription Agreement, and the applicable service description set forth therein ("EUSA"), which includes Citrix Cloud Platform and Citrix Enterprise SaaS subscription offerings ("SaaS Subscription Offerings"), SaaS Subscription Offerings for distribution automatically include new offerings, including but not limited to, temporary trade-up and transition offerings and extension and expansion offerings by Citrix. Citrix reserves the right to discontinue any SaaS Subscription Offering, upon reasonable notice to Rock Co, and subject to its existing obligations with End Users under an applicable EUSA.

All terms and conditions contained in Citrix's then current End User Subscription Agreement (the "EUSA") are incorporated by reference and binding upon Rock Co and to the extent the EUSA terms and conditions are different from the terms and conditions in this EDCi Statement of Work, or from the terms and conditions in any EDCi Master Service Agreement between EDCi and Rock Co, the EUSA terms and conditions shall apply and supersede all such different terms and conditions in these EDCi Agreements, between EDCi and Rock Co, with respect to the Citrix End User Subscription provided by EDCi to Rock Co.

If you purchase an auto-renewing license, Cloud subscription (which includes Cloud consumption models), managed services or software maintenance, your purchase constitutes your agreement to auto-renewals for the same term as initially purchased, and to auto-renewals for your other purchased offerings of the same nature for the same term as initially purchased for each. You maintain the right to give e-mail notice of non-renewal to Citrix prior to any auto-renewal. Citrix will provide e-mail notice of each renewal (other than those under Cloud consumption models) at least sixty (60) days in advance of renewal. Each Cloud consumption model invoice shall constitute an auto-renewal notice under consumption models.

Purchases of a multi-year subscription for any Citrix SaaS Subscription Offerings are always for the full value of all years of the subscription. Unless You pay in full up-front, billing for such subscriptions will be on an annualized basis (split over the term and paid in equal amounts prior to the start of each 12-month term). In the event of a default under any annual payment, and should such default continue for a period of thirty (30) days, then any and all remaining payment amounts shall become immediately due and payable to Citrix. Citrix reserves the right to suspend or terminate customer service delivery for non-payment and as otherwise set forth in the applicable terms of service. Each Citrix SaaS Subscription Offering purchase is final, non-cancellable and non-refundable.

CHANGE ORDERS

If the labor effort to complete this Statement of Work is more than estimated, **(10% or more)**, or if the customer requests a change to the scope and time involved to complete the Statement of Work, EDCi will communicate this with the customer and receive approval on a Change Order form before continuing.

Other additions or deletions to this Scope of Work may be made only pursuant to a written "Change Order" signed by both EDCi and the designated authorized representative of the Purchaser or his designee. All terms of duly signed Change Orders are deemed as part of this contract.

RETURN POLICY CRITERIA

Product Returns or Exchanges

Requests for product returns or exchanges will be honored as long as the products meet the following criteria:

- Products must be returned in new, sellable condition within 30 days of shipment date.
- Products must be returned in their original, unopened, unmarred packaging, including all accessories, manuals, and documentation.
- Important: Products or packaging for products that have writing or customer-supplied labels affixed to them will be refused.
- EDCi will refuse any products that do not meet these criteria.

Restock Fees Schedule

All non-defective returns for credit meeting the Return Policy Criteria above will be subject to the following Restocking Fee Schedule:

Timeframe that the request is received	Restock Fee
Within 30 days from receipt of materials	30%
Day 31 and beyond	No Returns

NOTE: All shipping charges are non-refundable.

RMA PROCESS

All items being returned (regardless of reason) to EDCi must follow these steps:

1. Contact your sales representative to ensure you are eligible for a return and to obtain return materials authorization (RMA) number. No returns can be accepted without an approved RMA number. Important: Any items that are received without an RMA number will be refused and returned by our receiving team.
2. Please include your name, company name, date of purchase, PO# or order number if possible, and product serial number(s), model name or number of the hardware in need of return, and a reason stating why you need to return the unit(s) in your correspondence. Important: Requests for returns of defective products need to start with a call to our Technical Services Coordinator to diagnose the issue.
3. If your product RMA requires a replacement product:
Once the RMA # is approved and issued, EDCi will process an order for a replacement product, generate a placeholder RMA invoice, and will ship the replacement to the address identified in the RMA request
4. EDCi reserves the right to change or amend the above stated policy at any time.
5. EDCi reserves the right to limit or deny any returns for sales credits that are deemed non-compliant with the above stated policy.
6. EDCi is not liable for any lost or stolen property.

WARRANTY

EDCi warrants all of its labor and its materials for defects of material significance for 30 days from the date of substantial completion of the installation of the Equipment. EDCi makes no other express or implied warranties. EDCi's entire obligation and liability under this Contract shall be exclusively limited to repair, replacement, or substitution of defective labor and materials. EDCi shall not under any circumstances be liable to Purchaser or any other party for any incidental, consequential, special or other damages. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

As a complete exception to the warranty language above, EDCi does not warrant the repair, replacement, of installation, of defective electronic equipment, components, parts or software manufactured or programmed by third parties despite any provisions above to the contrary. The warranties of all third party manufacturers for electronic equipment, components or parts integrated into the project are hereby assigned to the Purchaser such that said warranties may be enforced either in the name of EDCi or in the name of the Purchaser for the Purchaser's benefit. EDCi reserves the right to enforce any such warranties so assigned to the Purchaser should the Purchaser elect not to enforce warranties pursuant to this assignment.

LIEN RIGHTS

As required by Wisconsin Construction Lien Law, EDCi hereby notifies Purchaser that EDCi may have lien rights against Purchaser's real estate for unpaid labor and materials furnished upon owner's real estate. Purchaser further grants a security interest to EDCi in all equipment delivered to Purchaser to secure bona fide payments of the purchase price due under this Contract.

APPROVAL TO PROCEED TOGETHER

If the preceding terms are acceptable to you and the services outlined are in accordance with your needs, please sign this Statement of Work and return to the designated EDCi contact on the cover of this Statement of Work.

We appreciate the opportunity to work with you.

Company Name: Rock Co

By: _____

Title: _____

Date: _____

Company Name: EDCi

By: _____

Title: _____

Date: _____