



## CO-OPERATIVE PURCHASE AGREEMENT NO. 3179

### Splunk Software Licenses & Support

THIS **Splunk 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 Carahsoft Technology Corporation ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor shall provide Splunk Software Licenses & Support in accordance with its agreement DIR-TSO-4288 (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 Splunk 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 July 1, 2024, and ending June 30, 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provided: (i) the underlying Cooperative Agreement either continues in full force and effect or, alternately, has been replaced by a successor DIR-approved co-op agreement with Contractor providing the same software and such replacement co-op agreement is valid on the beginning date of each Option Period; (ii) the same software product and services continue in active use by the City and have not been replaced by a different product and services; (iii) the pricing for each Option Period conforms to the language in section 4 below; and (iv) sufficient current funding has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 \$69,039.41, 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-4288, 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 30<sup>th</sup> 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: Roel Moreno, IT Security Manager  
1201 Leopard St., Corpus Christi, TX 78401  
(361) 826-3719  
Fax: n/a

**IF TO CONTRACTOR:**

Carahsoft Technology Corporation  
Attn: Kai Hollenhorst  
1860 Michael Faraday Dr., Suite 100  
Reston, VA 20190

**WITH A COPY TO RESELLER:**

SHI Government Solutions  
Attn: Richard Lettiere, Inside Account Mgr.  
3828 Pecana Trail, Austin, TX 78749  
Phone: (800) 870-6079  
Fax: (512) 732-0232

7. **Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject



# Attachment A: Scope of Work & Pricing



Pricing Proposal  
Quotation #: 24574319  
Reference #: Previous PO# 217129-0  
Created On: 3/5/2024  
Valid Until: 6/28/2024

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## TX-City of Corpus Christi

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### Roel Moreno

1201 Leopard St.  
City Hall - 4th Floor  
Corpus Christi, TX 78401  
United States  
Phone: 3618803420  
Fax:  
Email: RoelM@cctexas.com

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## Inside Account Manager

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### Richard Lettiere

3828 Pecana Trail  
Austin, TX 78749  
Phone: 800-870-6079  
Fax: 512-732-0232  
Email: Richard\_Lettiere@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Splunk Cloud Subscription with Standard Success - Plan 1 Year - 100 GB/day Includes 9000 GB of storage. Splunk - Part#: SE-S-CLD-ST-100GB Contract Name: Products and Related Services (Carahsoft) Contract #: DIR-TSO-4288 Coverage Term: 7/1/2024 – 6/30/2025 <b>Note:</b> Discount Off List - 13%	1	\$80,000.00	\$69,039.41	\$69,039.41
			Subtotal	\$69,039.41
			Shipping	\$0.00
			Total	\$69,039.41

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### Additional Comments

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**Please Note: Splunk has a no returns policy**

**Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.**

**Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096**

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*