

## SERVICE AGREEMENT NO. 5676

### Purchase of Wireless Computer Hardware and Software Licenses for Libraries' E-Rate Program

THIS **Purchase of Wireless Computer Hardware and Software Licenses for Libraries' E-Rate Program Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), and Great South Texas Corp., dba Computer Solutions ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Wireless Computer Hardware and Software Licenses for Libraries' E-Rate Program in response to Request for Bid/Proposal No. 5676 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor shall provide Wireless Computer Hardware and Software Licenses for Libraries' E-Rate Program ("Services") in accordance with the attached Scope of Work, 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, and in accordance with Exhibit 2.
- 2. Term.** The term of this Agreement is five years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$97,861.46, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

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

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Jaime Ovalle  
IT Department  
361.826.4092  
jaimeo3@cctexas.com

5. **Insurance; Bonds.** Reserved.
6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
8. **Warranty.**
- (A) The Contractor warrants that all products supplied under this Agreement are new, quality items fit for their intended purpose and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement 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.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **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 Department  
Attn: Jaime Ovalle  
Interim IT Security Operations Officer  
1201 Leopard St., Corpus Christi, TX 78401

Phone: 361.826.4092

Fax: 361.826.4342

**IF TO CONTRACTOR:**

Great South Texas Corp., dba Computer Solutions

Attn: Jeff Byrom, Account Executive

14410 Wurzbach Pkwy, Ste. 175, San Antonio, TX 78216

Phone: 210.369.0300

Fax: 210.369.0389

**17. Reserved.**

**18. Termination.**

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions, if available, for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

**20. Limitation of Liability.** Reserved.

**21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**(Signature Page Follows)**

**CONTRACTOR**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Josh Chronley  
Assistant Director of Finance - Procurement

Date: \_\_\_\_\_

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements - none
- Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 5676
- Exhibit 2: Contractor's Bid/Proposal Response

## **Attachment A: Scope of Work**

### **1.1 General Requirements/Background Information**

The Corpus Christi Libraries are upgrading their wireless capabilities for the public at all locations. Libraries are increasing coverage externally, increasing bandwidth, and improving reporting opportunities. The wireless reporting requirements are mandated by the Texas State Libraries and Archives Commission to keep their annual accreditation.

### **1.2 Scope of Work**

- A. The Contractor will provide computer hardware equipment as outlined on the Bid Form.
- B. The Contractor shall contact the Contract Administrator of any delays in shipment.

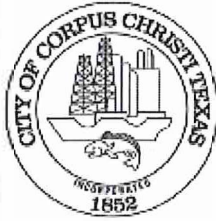
### **1.3 Special Instructions**

#### A. Order and Delivery

1. The Contractor shall ship the equipment to City of Corpus Christi, City Hall, IT Department, 1201 Leopard Street, 1<sup>st</sup> Floor, Corpus Christi, TX 78401.
2. All contract prices are F.O.B. destination, inside delivery to the City of Corpus Christi IT Department, freight prepaid.
3. If any equipment is found defective, unusable or inoperable to the condition, the Contractor shall arrange return shipment or shipping charge will be reimbursed from the invoice.
4. The Contractor understands and agrees that the City may, at its discretion, cancel any backorders due to the Contractor's inability to delivery the product within the set time frame.
5. Cancellations shall be in writing and sent to the Contractor by email, fax, or mail.
6. No restocking fee or payment of any kind shall be owed for orders cancelled due to Contractor's inability to meet the deadline delivery date.

#### B. Defective Equipment

The Contractor shall pay for return shipment on any equipment that arrives in a defective, unusable or inoperable condition. The Contractor must arrange for the return shipment of damaged products.



**Attachment B: Bid/Pricing Schedule**  
**CITY OF CORPUS CHRISTI**  
**CONTRACTS AND PROCUREMENT**  
**BID FORM**

**RFB No. 5676**  
**Library Hardware Equipment Replacement**

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Date: March 18, 2024

Bidder: Great South Texas Corp.,  
 dba Computer Solutions

Authorized Signature: 

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
  - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
  - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	Item #	QTY	Unit Price	Total Price
1	10GBBASE-CU SFP+ Cable 2 Meter	SFP-H10GB-CU2M	1	75.43	75.43
2	Catalyst 9166I AP (W6E, tri-band 4x4 XOR) w/Reg-B	CW9166I-B	50	890.15	44,507.50
3	Cisco C9800 Series Wireless Controller upgrade license	LIC-C9800L-PERF	1	6,801.58	6,801.58
4	Cisco Catalyst 9124AX Series-EDU	C9124AXI-B-EDU	9	1,248.78	11,239.02
5	Cisco Catalyst 9800-L Wireless Controller Fiber Uplink	C9800-L-F-K9	1	5,322.98	5,322.98
6	CX LEVEL 1 8X7NCD Cisco Catalyst 9800L Wireless Controller	ON-L1NCD-C9800LFL	1	1,729.00	1,729.00
7	Eaton 5PX G2 extended battery module (EBM), 2U	5PXEBM72RTG2	5	811.50	4,057.50
8	Eaton 5PX G2 UPS, 2U, 3000 VA, L5-30P input, (6) 5-20R	5PX3000RTG2	5	1,763.25	8,816.25
9	Eaton 9PX 5000 VA with 5kVA Transformer	9PX5KTF5	1	4,902.80	4,902.80
10	Eaton 9PX extended battery module, 3U	9PXEBM180RT	1	1,295.28	1,295.28



11	Vertical pole/wall mounting kit for Catalyst Aps	AIR-MNT-VERT1	9	67.33	605.97
12	Wireless Cisco DNA On-Prem Advantage, 5Y Term Lic	AIR-DNA-A-5Y	50	0.00	0.00
13	Wireless Cisco DNA On-Prem Advantage, 5Y Term, EDU Lic	EDU-DNA-A-5Y	9	0.00	0.00
14	Network cabling-Box Cat 6 Indoor (1,000 ft boxes)	77-240-2B	15	345.00	5,175.00
15	Network Cabling-Box Cat. 6 Outdoor (1,000 ft boxes)	6E0SPBK2N	6	348.75	2,092.50
16	Free Standing Rack-84" high x 20.25" wide x 13.4" deep	55053-703	1	271.90	271.90
17	Wall Cabinet-22" wide x 24" deep x 15" high CUBE-iT 24"x24"x24"	11900-724	1	968.75	968.75
<b>Total</b>					97,861.46

- The City has an existing Cisco Enterprise Agreement. All DNA line items will be sourced via the existing EA.

## **Attachment C: Insurance and Bond Requirements**

No insurance or bond is required for this service agreement.

## **Attachment D: Warranty Requirements**

- A. Controller and cabling - 1 year warranty per manufacturer.
- B. All other hardware - 3 year warranty per manufacturer.