

## CO-OPERATIVE PURCHASE AGREEMENT NO. 134067

### Cisco SmartNet Network Equipment Support and Maintenance

THIS **Cisco SmartNet Network Equipment Support and Maintenance Co-operative Purchase 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").

- 1. Co-operative Agreement.** Contractor has agreed to provide Cisco SmartNet Network Equipment Support and Maintenance in accordance with its agreement with DIR-TSO-4167 (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 will provide Cisco SmartNet Network Equipment Support and Maintenance in accordance with the attached Statement 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.
- 3. Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. 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.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$508,721.54, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, 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.

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. 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  
Attn: Jesus Hernandez  
IT Security Manager Information Technology  
1201 Lepard St., Corpus Christi, TX 78401  
Phone: 361-826-3748  
Fax: 361-826-4342

**IF TO CONTRACTOR:**

Great South Texas Corp dba Computer Solutions  
Attn: David Jones  
Inside Sales Representative  
14410 Wurzback Parkway, Suite 175, San Antonio, TX 78216  
Phone: 210-369-0318  
Fax: 210-369-0389

- 6. Entire Agreement.** This Agreement, along with the Co-operative 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**

DocuSigned by:  
Signature: David Jones  
194FE773B5EC4DD...

Printed Name: David Jones

Title: Inside sales Associate

Date: 2/22/2023

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Assistant Director of Finance – Procurement

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

**APPROVED AS TO LEGAL FORM:**

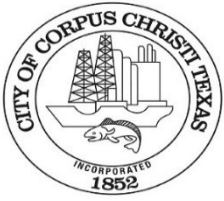
\_\_\_\_\_  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule

**Incorporated by Reference Only:**

Co-operative Agreement: DIR-TSO-4167



## ATTACHMENT A: SCOPE OF WORK

**Project Name:** Cisco SmartNet Renewal

**Project Address:** City of Corpus Christi, City Hall, 1201 Leopard Street, 1<sup>st</sup> Floor, Corpus Christi, Texas, 78401

Scope of Work:

- A. The Contractor will resell Cisco SmartNet that will provide support for enterprise Cisco software and hardware devices.
- B. The Contractor will resell SmartNet that will include device management, device support, online technical resources, software updates, and advanced hardware replacement.
- C. The Contractor will reference equipment covered in the SmartNet agreement as shown below.

1	Cisco CCWR Quote# 431524275 - UCS/Compute 1 YR/Co-Term 4/8/2024 See Xls Reference Doc – 1YR UCS Tab for Line Item Details
2	Cisco CCWR Quote# 481524306 – Network 1 YR/Co-Term 4/8/2024 See Xls Reference Doc 1 YR Network Tab for Line Item Details

**Point of Contact:**

Jesus Hernandez  
IT Security Manager Information Technology  
[jesush6@cctexas.com](mailto:jesush6@cctexas.com)  
361-826-3748

**Contractor Point of Contact and Signer:**

Great South Texas Corp dba Computer Solutions  
David Jones, 210-369-0300  
Inside Sales Representative  
14410 Wurzbach Parkway, Suite 175  
San Antonio, Texas 78216

**Attachment B: Bid/Pricing Schedule**



**Great South Texas Corp dba Computer Solutions**  
 14410 Wurzbach Parkway, Suite 175  
 San Antonio, Texas 78216  
 United States  
 www.comsoltx.com  
 (P) 210-369-0300

Quote (Open)	
<b>Date</b> Feb 16, 2023 10:44 AM CST	<b>Expiration Date</b> 04/07/2023
<b>Modified Date</b> Feb 16, 2023 10:49 AM CST	
<b>Quote #</b> 1039557 - rev 1 of 1	
<b>Description</b> Cisco 2023 Smartnet Renewal (1YR)	
<b>SalesRep</b> Jones, David (P) 210-369-0318 (F) 210-369-0389	
<b>Customer Contact</b> Hernandez, Jesus (P) 361-826-3748 jesush6@cctexas.com	

**Customer**  
 City of Corpus Christi (16975)  
 Hernandez, Jesus  
 1201 Leopard Street  
 Corpus Christi, TX 78401  
 United States  
 (P) 361-826-3740

**Bill To**  
 City of Corpus Christi  
 Accounts, Payables  
 1201 Leopard Street  
 Corpus Christi, TX 78401  
 United States  
 (P) 361-826-4091  
 (F) 361-826-4551

**Ship To**  
 City of Corpus Christi  
 1201 Leopard Street  
 Corpus Christi, TX 78401  
 United States  
 (P) 361-826-3740

**Contract Programs:** DIRCIS4167  
 - CISCO DIR-TSO-4167 EXP  
 7/3/23  
**Certifications:** WBE/SBE/HUB#  
 1942650013800 Exp: 08/31/2023  
**Sales Order Type:** Drop Ship -  
 Ship to customers location

<b>Customer PO:</b>	<b>Terms:</b> Net 30 Days	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
<b>Smartnet 1 Year : 4/8/2024 Co-Term</b>							
1		CCWR Quote# 431524275 : UCS/Compute 1YR / Co-Term 4/8/2024 See Xls Reference Doc 1YR UCS Tab for Line Item Details Note: DIR-TSO-4167 Contract - 16% Discount	CISCO-SMARTNET	\$16,408.18	1	\$13,782.87	\$13,782.87
2		CCWR Quote# 481524306 : Network 1YR / Co-Term 4/8/2024 See Xls Reference Doc 1YR Network Tab for Line Item Details Note: DIR-TSO-4167 Contract - 16% Discount	CISCO-SMARTNET	\$589,212.71	1	\$494,938.67	\$494,938.67

Thank you for the opportunity to provide this quote.

\*\*\*\*We have MOVED, Please note our new Address\*\*

**Invoicing and Partial Invoice Policy:** Computer Solutions will invoice or partial invoice product and/or services when they have shipped or rendered complete (or Milestone Complete). By ordering or releasing a PO for this order, you agree to pay for the items that have shipped or delivered as part of the whole order..

**Due to the recent COVID-19 pandemic,** component shortages may cause items to have longer than usual estimated shipping dates. If an item goes on backorder and the manufacturer increases the cost of the product, the increased cost will be passed along to our customers. We will alert customers as soon as we know when a price increases on backordered items.

**Subscriptions/Enterprise Agreements Cancellation Policy** - Computer Solutions requires a forty five (45) day written notification from the customer based on the renewal/anniversary date in order to process the cancellation with the applicable manufacturer(s).

Freight charges are estimates only. Returns are subject to approval and may include a restocking fee.

<b>Subtotal:</b>	<b>\$508,721.54</b>
Tax (.0000%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$508,721.54</b>
(List Price:	\$605,620.89)

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