

Amendment #1 Finance & Procurement

Date: March 5, 2024

Agreement #: 134067 Cisco SmartNet Network Equipment Support and Maintenance

Contractor/Consultant: Great South Texas Corp dba Computer Solutions

I. Section 3, Term, is deleted in its entirety, with the exception of the section number and heading, and is replaced with content to read as follows:

- "(A) The initial term of this Agreement is one year beginning on April 8, 2024, and continuing through April 7, 2025.
- (B) The parties may mutually agree to auto-renew this 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provided: (i) the underlying Cooperative Agreement either continues in full force and effect or, alternately, has been replaced by a successor DIR-approved co-op agreement with Contractor providing the same software and such replacement co-op agreement is valid on the beginning date of each Option Period; (ii) the same software product and services continue in active use by the City and have not been replaced by a different product and services; (iii) the pricing for each Option Period conforms to the language in section 4 below; and (iv) sufficient current funding has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 terminated this Agreement.
- (C) The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriation 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 to fund this Agreement. The City does not represent that a budget item providing for this Agreement will be adopted, as said determination is within the City Council's sole discretion when adopting each annual budget."
- II. Section 4, Compensation and Payment, is deleted in its entirety, with the exception of the section number and heading, and is replaced with content to read as follows:

"This Agreement is for \$350,865.34, subject to execution of one or more written amendments executed by the parties. All pricing for the initial term must be in accordance with the attached Pricing Quotation, as shown in **Attachment B-1**, which is attached and the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The pricing for each Option Period must conform to (i) the amounts shown in Attachment B-1, (ii) the

amounts stated in an eligible renewal of DIR-TSO-4167, or (iii) the amounts stated in a successor 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."

- III. Attachment B, Bid/Pricing Schedule, to the Agreement is superseded and replaced with Attachment B-1, as indicated in part II of this Amendment #1.
- IV. This Amendment #1 is effective following City Council approval and execution by both parties, unless an earlier date is expressly stated within this document. Notwithstanding the foregoing, the parties agree the initial term of Services, as amended by this Amendment #1, begins subsequent to the conclusion of the existing term which ends at 11:59 p.m. on April 7, 2024.

To the extent the provisions of this Amendment #1 conflict with any provisions of the Agreement and prior amendments, if any, the provisions of this Amendment #1 prevail and govern for all intents and purposes.

-DocuSianed by

		David Jones	3/11/2024
Josh Chronley	Date	Contractor	Date
Assistant Director, Fina	nce & Procurement		
APPROVED AS TO LE	GAL FORM:		
Assistant City Attorney	 Date		



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

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Customer

City of Corpus Christi (16975) Ovalle, Jaime 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 MIS, Data Center 1201 Leopard Street, City Hall Basement Corpus Christi, TX 78401 United States Contract Programs: DIRCIS4167 -CISCO DIR-TSO-4167 EXP 6/29/2024 Certifications: WBE/SBE/HUB# 1942650013800 Exp: 06/28/2025 Sales Order Type: Drop Ship - Ship

to customers location

Customer PO:	Terms:	Ship Via:	
	Purchase Order (Net 30 Days)	FedEx Ground	
Special Instructions:		Carrier Account #:	

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
	Smartnet 1 Year : 4/8/2025 Co-Term						
1		Cisco Smartnet, CCWR Quote# 451711633 See XIs Reference Doc for Line Item Details	SMARTNET	\$413,648.87	1	\$347,465.05	\$347,465.05
	Note: D	IR-TSO-4167 Contract - 16% Discount					
2		Cisco Smartnet, CCWR Quote# 401712992 (UCS) See XIs Reference Doc for Line Item Details	SMARTNET	\$4,047.97	1	\$3,400.29	\$3,400.29
	Note: D	IR-TSO-4167 Contract - 16% Discount					

Thank you for the opportunity to provide this quote.

Invoicing and Partial Invoice Policy: Computer Solutions will invoice or partial invoice products 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.

<u>Subscriptions/Enterprise Agreements Cancellation Policy</u> - 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).

 Subtotal:
 \$350,865.34

 Tax (.0000%):
 \$0.00

 Shipping:
 \$0.00

 Total:
 \$350,865.34

 (List Price:
 \$417,696.84)