



SERVICE AGREEMENT NO. 84473

Cloud E-Mail Security

THIS **Cloud E-Mail Security 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 Cloud E-Mail Security in response to Request for Bid/Proposal No. DIR-TSO-4167 ("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 will provide Cloud E-Mail Security ("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.** This Agreement is for three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. 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 by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$162,849.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. 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 will 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:

Alan Carlos
Information Technology
361-826-3782
alancarlos@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

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 that are free from defects, 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 30th 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.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 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
Attn: Alan Carlos
Assistant Director of IT
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3782
Fax: 361-826-4406

IF TO CONTRACTOR:

Great South Texas Corp dba Computer Solutions
Attn: David Jones
Inside Sales Representative
814 Arion Parkway, Suite 101, San Antonio, TX 78216
Phone: 210-369-0300
Fax: 210-369-0389

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator 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 Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager 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.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 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.

CONTRACTOR

DocuSigned by:
Signature: David Jones
194FE773B5EC4DD...
Printed Name: David Jones
Title: Inside Sales Associate
Date: 4/30/2020

CITY OF CORPUS CHRISTI

Kim Baker
Director of Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. DIR-TSO-4167
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

- A. The Contractor shall provide Cloud Email Security Premium subscription with advance phishing protection and cloud sensor, and a McAfee Antivirus solution add-on.
- B. The subscriptions for 2850 licenses shall consist of:
 - 1. Cisco Cloud Email Security Premium subscription license – hosted – with AMP, base ThreatGrid, with the following included components, CES-AMPATTACH (Advanced Malware Protection Add-on 2850; SVS-CES-SUPT-B) Basic support for Cisco email security 1.
 - 2. Cisco Cloud Email Security Advanced Phishing Protection with Cloud sensor, subscription license for three years, one user – hosted – volume – 2000-2999 licenses – ESD.
 - 3. Cisco Cloud Email Security, McAfee Anti-Virus Add-on, subscription license for three years – one user – hosted – volume – 2000-2999 licenses – ESD.
- C. The Contractor shall provide the licenses electronically.
- D. Point of Contact:
Alan Carlos, Assistant Director of IT
361-826-3782
alancarlos@cctexas.com

Attachment B: Bid/Pricing Schedule**Great South Texas Corp dba Computer Solutions**

814 Arion Parkway, Suite 101
 San Antonio, Texas 78216
 United States
<http://www.comsoltx.com>
 (P) (210) 369-0300
 (F) 210-369-0389

Quote (Open)

Date Jan 13, 2020 06:31 PM CST	Expiration Date 06/16/2020
Modified Date Apr 27, 2020 02:03 PM CDT	
Doc # 1021057 - rev 2 of 2	
Description v2 Cisco Email Security Premium 3YR (Upfront)	
SalesRep Jones, David (P) 210-369-0318 (F) 210-369-0389	
Customer Contact Carlos, Alan (P) 361-826-3782 alancarlos@cctexas.com	

Customer

City of Corpus Christi (16975)
 Carlos, Alan
 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: Cisco

DIR-TSO-4167 Expires
 07/03/2020

Certifications: WBE/SBE/HUB#
 1942650013800 Exp:
 04/26/2022

Sales Order Type: Drop
 Ship - Ship to customers
 location

Customer PO:**Terms:**

Net 30 Days

Ship Via:

FedEx Ground

Special Instructions:**Carrier Account #:**

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
Security Premium							
1		Cisco Cloud Email Security Premium Subscription license - hosted - with AMP, base ThreatGrid	CES-PREM-AMP-BNDL	\$88.92	2850	\$35.58	\$101,403.00
Note: Cisco DIR-TSO-4167 Contract - 60% Discount Quoted as 3 Year Prepaid Subscription 1 Month List of \$2.47 x 36 Mo. = \$88.92 List Per Year Top-Level Sku: L-CES-SUB Cloud Email Security Subscription Included Components: CES-AMPATTACH Advanced Malware Protection Add-On 2850 SVS-CES-SUPT-B Basic Support for Cisco Email Security 1							
Advanced Phishing Protection & Cloud Sensor							
2		Cisco Cloud Email Security Advanced Phishing Protection with Cloud Sensor Subscription license (3 years) - 1 user - hosted - volume - 2000- 2999 licenses - ESD	L-CES-APPC-3Y-S5	\$51.12	2850	\$17.64	\$50,274.00
Note: Cisco DIR-TSO-4167 Contract - 65.5% Discount 3 Year Subscription Top-Level Sku: L-CES-APPC-LIC= Cisco CES Advanced Phishing Protection with Cloud Sensor							
McAfee AV							
3		Cisco Cloud Email Security, McAfee Anti-Virus Add-on Subscription license (3 years) - 1 user - hosted - volume - 2000- 2999 licenses - ESD	L-CES-MFE-3Y-S5	\$11.20	2850	\$3.92	\$11,172.00

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
		Note: Cisco DIR-TSO-4167 Contract - 65% Discount 3 Year Subscription Top-Level Sku: L-CES-MFE-LIC= Cloud Email Security McAfee AV Add-on					
		Cisco DIR-TSO-4167 TX DIR Contract					
		Expiration: 07/03/2020					
		Vendor ID: 1942650013800 (Great South Texas Corp. dba Computer Solutions)					
		Computer Solutions Co. Certifications: HUB SBE WBE - Expires 04/26/2022					
				Subtotal:			\$162,849.00
				Tax (0.000%):			\$0.00
				Shipping:			\$0.00
				Total:			\$162,849.00
				(List Price:			\$431,034.00)

Thank you for the opportunity to provide this quote.

Due to the recent COVID-19 pandemic, shortages in components may cause an item(s) 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 onto to our customers. We will alert customers as soon as we know when a price increase on a backordered item occurs.

Due to increased tariff activities, prices are subject to change without notice. Please check with your Computer Solutions' account team to verify pricing before placing your order.

Freight charges are estimates only.

Returns are subject to approval and may include a restocking fee.

Leasing Only: The information provided is a proposal and is subject to credit approval. The proposal provides an approximate monthly payment for hardware, software and services based upon the contract type and term in months. Taxes, fees and insurance are not included. Any change in the amount financed will change this information.

This document and the information contained is PROPRIETARY and CONFIDENTIAL and may not be duplicated, redistributed or displayed to any other party without the written permission of Computer Solutions.

Attachment C: Insurance Requirements

No insurance or bond is required for this service agreement; therefore, Section 5- Insurance;Bonds, subsection 5 (A) and 5 (B) is null and void.

Attachment D: Warranty Requirements

Warranty is not required for this service agreement; therefore, Section 8-Warranty, subsection 8 (A) and 8 (B) is null and void.