

ORDINANCE 2019-04-18-0316

APPROVING A CONTRACT WITH SHI GOVERNMENT SOLUTIONS, INC. TO PROVIDE PRODUCT LICENSING FOR DARKTRACE, AN ENTERPRISE IMMUNE SYSTEM ARTIFICIAL INTELLIGENCE CYBERDEFENSE SOLUTION, FOR A TOTAL COST OF \$670,620.00. THE FIRST YEAR COST OF \$134,124.00 WILL BE FUNDED FROM TAX NOTES AND THE REMAINING MAINTENANCE AND SUPPORT COSTS IN THE AMOUNT OF \$134,124.00 PER YEAR WILL BE SUBMITTED AS PART OF THE ANNUAL BUDGET PROCESS FOR FY 2020 THROUGH FY 2024.

* * * * *

WHEREAS, an offer was submitted by SHI Government Solutions, Inc., through the Texas Local Government Purchasing Cooperative (a.k.a. the "Buyboard"), to provide the City with product licensing for Darktrace, an Enterprise Immune System Artificial Intelligence (AI) Cyberdefense Solution; and

WHEREAS, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer from SHI Government Solutions, Inc. to provide the City with product licensing for Darktrace, an AI Cyberdefense Solution, for a total cost of \$670,620.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding for this ordinance in the amount up to \$134,124.00 for first year of this contract, in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 09-00110, 2019 Cyber Security, is authorized to be encumbered and made payable to SHI Government Solutions, Inc., to provide product licensing for Darktrace, an AI Cyberdefense Solution.

SECTION 3. Future funding for this ordinance is contingent upon City Council approval of subsequent budgets that fall within the term of this contract.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers,

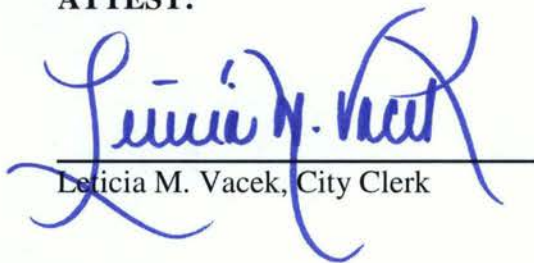
SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 5. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

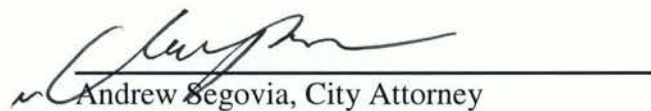
PASSED and APPROVED this 18th day of April, 2019.


M A Y O R
Ron Nirenberg

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	5 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20A, 20B)						
Date:	04/18/2019						
Time:	10:07:36 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a contract with SHI Government Solutions, Inc. to provide product licensing for Darktrace, an Enterprise Immune System Artificial Intelligence (AI) appliance for a first year cost of \$134,124 funded from Tax Notes. Remaining annual and maintenance support contract value of \$536,496 will be submitted as part of the annual budget process for FY 2020 through FY 2024 at \$134,124 per year for a total contract value for \$670,620. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10	x					

LC
04/18/19
Item No. 5

Exhibit I

City of San Antonio Bid Tabulation

Exhibit I

Opened: March 1, 2019		BuyBoard SHI Government Solutions 1301 South Mo-Pac Expressway, Suite 375 Austin, TX 78746 732-564-8573
For: Darktrace		
6100011180	MH	
Item	Description	
1	Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 1 Term: 5/1/2019 - 4/30/2020	\$134,124.00
2	Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 2 Term: 5/1/2020 - 4/30/2021	\$134,124.00
3	Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 3 Term: 5/1/2021 - 4/30/2022	\$134,124.00
4	Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 4 Term: 5/1/2022 - 4/30/2023	\$134,124.00
4	Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 5 Term: 5/1/2023 - 4/30/2024	\$134,124.00
	Estimated Total	\$670,620.00
Estimated Total Award		\$670,620.00



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100011180

DARKTRACE

Date Issued: FEBRUARY 12, 2019

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM CST, MARCH 1, 2019

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail
- Electronic submission by e-mail or fax

Address for hard copy responses:

Physical Address:

Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"DARKTRACE"

Offer Due Date: 10:00 AM CST, MARCH 1, 2019

RFO No.: 6100011180

Offeror's Name and Address

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on N/A at N/A at N/A.

Staff Contact Person: KRISTEN MCAVOY, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966

Email: KRISTEN.MCAVOY@SANANTONIO.GOV

Fax No.: 210-207-4040

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing & General Services Department at the address and by the due date provided on the Cover Page. The name and address of Offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers Through the Portal. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Submission of Offers by Fax or Email. Submit one document by fax or email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, and offers submitted by fax or email, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by fax must be manually signed prior to submission. Offers sent by email must be a PDF document reflecting a manual signature.

For offers submitted through the portal, Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Fax and Email Alternate Offers. Alternate offers submitted by fax or email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offers submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar 1 days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy, by fax or email. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance and Purchase Order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa Ave., San Antonio, TX 78204..

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio is soliciting an offer from SHI Government, Inc. to provide Darktrace to the Information Technology Services Department.

Darktrace is a security tool that uses an Artificial Intelligence engine to form a baseline profile of endpoints and users for use in its assessment of possible threat vectors within the network using its AI to detect, learn, assess and prevent attacks from malicious binaries/codes/vectors. Darktrace also provides ABNORMAL/Out of ordinary behavior of endpoints and users to prevent device/users malicious intent. The key coverage of gap is Darktrace's ability to look at devices which is practically non-existent.

The capabilities described here and listed below will cover gaps and complement current security toolsets:

- Continuously adapts in light of "new evidence/data"
- Catches threats before they do damage
- Real-time and retrospective threat analysis
- Works across on-premise network, virtualized environment, cloud and SaaS
- Real-Time Threat detection
- Passively learn
- Detect Insider Threat and external attacks
- Provide a unified view across OT, IT, and IoT
- Proactively detect, alert and prevent execution of malicious binaries
- Provide visibility into how devices are connected within the subnet
- Easy and understandable Graphical User Interface

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or April 1, 2019, whichever is later and shall terminate on April 30, 2020.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for FOUR additional ONE year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 579-19 through BUY BOARD COOPERATIVE PURCHASING.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

All Or None Bid.

City of San Antonio will make award to one vendor only.
Insurance

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Darktrace" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

c. Personal/Advertising Injury d. Contractual Liability	
4. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
5. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
6. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Information Technology Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

High Technology Procurement.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold City harmless and indemnify City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to City.

Upon receipt of notification that a third party claims that the program(s), hardware, both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark Vendor will immediately:

Either:

obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse City for any expenses incurred by City to implement emergency backup measures if City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to:

assume the defense of any claim, suit, or proceeding brought against City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify City against any monetary damages and/or costs awarded in such suit;

Provided that:

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with City Attorney of City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of City,

the Software or the equipment is used by City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of City's negligent act or omission, and

City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which City asserts that Vendor assumes responsibility under this section.

Undisclosed Features. Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract shall not now, nor will it hereafter, be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – SHI Government, Inc. Quote #16578843

Attachment B – Darktrace Support Services

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, by fax, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondent superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY

ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section ILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153.

Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its award letter, and its price schedule(s), attachments, addendums, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

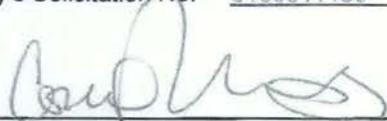
to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.	122369547800
Signer's Name	Corey Moss
Name of Business	SHI Government Solutions
Street Address	1301 S MoPac Expressway, Suite 375
City, State, Zip Code	Austin, TX 78746
Email Address	Texas@shi.com
Telephone No.	800-870-6079
Fax No.	512-732-0232
City's Solicitation No.	6100011180



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 – ATTACHMENTS

ATTACHMENT A

SHI GOVERNMENT, INC. QUOTE

ATTACHED AS A SEPARATE DOCUMENT.



Pricing Proposal
 Quotation #: 16578843
 Created On: 1/25/2019
 Valid Until: 4/30/2019

City of San Antonio

Sunny Khemalaap

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All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 1 Darktrace - Part#: DCIP-EIS Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 5/1/2019 – 4/30/2020 Note: Term license commencing on 2018/11/01 ("Commencement Date") Installation ServicesStandard Support Services: -- 24x7 Proactive Threat Notification -- Threat Intelligence Reports (Fortnightly) Threat Visualizer, Virtual Instructor - Public	12	\$11,177.00	\$134,124.00
2 Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 2 Darktrace - Part#: DCIP-EIS Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 5/1/2020 – 4/30/2021 Note: Term license commencing on 2018/11/01 ("Commencement Date") Installation ServicesStandard Support Services: -- 24x7 Proactive Threat Notification -- Threat Intelligence Reports (Fortnightly) Threat Visualizer, Virtual Instructor - Public	12	\$11,177.00	\$134,124.00
3 Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 3 Darktrace - Part#: DCIP-EIS Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 5/1/2021 – 4/30/2022 Note: Term license commencing on 2018/11/01 ("Commencement Date") Installation ServicesStandard Support Services: -- 24x7 Proactive Threat Notification -- Threat Intelligence Reports (Fortnightly) Threat Visualizer, Virtual Instructor - Public	12	\$11,177.00	\$134,124.00
4 Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 4 Darktrace - Part#: DCIP-EIS Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 5/1/2022 – 4/30/2023 Note: Term license commencing on 2018/11/01 ("Commencement Date") Installation ServicesStandard Support Services: -- 24x7 Proactive Threat Notification -- Threat Intelligence Reports (Fortnightly) Threat Visualizer, Virtual Instructor - Public	12	\$11,177.00	\$134,124.00

5	Enterprise Immune System (Large Appliance DCIP-X2) Antigena Network Software (DC IP-ANTI) Year 5 Darktrace - Part#: DCIP-EIS Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 5/1/2023 – 4/30/2024 Note: Term license commencing on 2018/11/01 ("Commencement Date") Installation ServicesStandard Support Services: -- 24x7 Proactive Threat Notification -- Threat Intelligence Reports (Fortnightly) Threat Visualizer, Virtual Instructor - Public	12	\$11,177.00	\$134,124.00
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Subtotal	\$670,620.00
Shipping	\$0.00
Total	\$670,620.00

Additional Comments

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

ATTACHMENT B
DARKTRACE SUPPORT SERVICES
ATTACHED AS A SEPARATE DOCUMENT

Support Services Overview	
Overview	<p>Darktrace provides remote assistance support for the Darktrace Products. In addition to the Standard Support Services provided to all Customers, Customers have the flexibility to choose between different Support Service Options listed below to address Customer's specific needs.</p> <p>Capitalised terms used, but not defined, herein will have the meanings ascribed to such terms in the Darktrace Master Customer Agreement or Product Order Form(s), as applicable, each between the Customer and Darktrace, and in the event of any conflict between the terms of this Support Services Data Sheet and such Master Customer Agreement or Product Order Form, as applicable, the terms of such Master Customer Agreement or Product Order Form, as applicable, will control.</p>
Standard Support Services	<p>Darktrace provides all Customers with the following Standard Support Services:</p> <ul style="list-style-type: none"> • Helpdesk • Software Updates • Hardware Support <p>Health Checks and System Diagnostics (requires Call Home to be active)</p>
Support Service Options	<p>Not all Service Options are available on all Products. The Support Service Options the Customer has chosen (if any) will be specified in Customer's Product Order Form and include:</p> <ul style="list-style-type: none"> • Ask the Expert • Threat Intelligence Reports (TIRs) • 24/7 Proactive Threat Notification <p>Call Home is required for Threat Intelligence Reports and 24/7 Proactive Threat Notification</p>
<p>The availability of Support Services, including specific Support Services Options, may be subject to geographic limitations which vary across jurisdictions. Availability of Support Services must be checked at the time of purchase.</p>	

Specifications Standard Support Services	
Helpdesk	<p><u>Telephone Hotline Support.</u> Darktrace provides telephone assistance from its technical support personnel during the Coverage Window. Telephone support will be available in the English language. The Telephone Hotline Support numbers are available on the Customer Portal or otherwise available on request.</p> <p><u>Customer Portal.</u> Darktrace will provide support from its technical support personnel during the coverage hours. Support requests will be raised and responded to through the Customer Portal. Customer Portal support will be available in the English language.</p> <p>For instructions on how to raise support tickets and open a support case, Customer should refer to the Darktrace Support Guide, available on the Customer Portal or otherwise available on request.</p> <p>For reported problems, Darktrace may initiate and perform remote diagnostics using electronic remote support tools, where available, to access Customer equipment or other means available to facilitate remote problem resolution.</p> <p><u>Error Correction.</u> Darktrace will use reasonable endeavors to correct verifiable and reproducible errors based on standard reproducible test case methodology when reported to Darktrace by Customer and acknowledged by Darktrace. Where a verifiable error exists, i.e., that which constitutes unexpected or deviant code execution from baseline standard, the error correction, when completed, may be provided in the form of a software patch and/or a workaround. The Customer acknowledges that not all reported errors may be corrected. Customer agrees to implement temporary procedures or workarounds provided by Darktrace ("<u>Temporary Solutions</u>") while Darktrace works on a permanent solution. If Customer fails to implement any such Temporary Solutions, resulting in the failure of the Product Darktrace will have no liability for such failure.</p>
Software Updates	<p>Darktrace will make available to Customer, for no additional charge, a copy of each Update. "<u>Update</u>" means new releases of the Offering containing error corrections, enhancements, updates which are made commercially available by Darktrace as part of maintenance and any corrections and updates to the associated Documentation. If a Customer has Call Home enabled, Updates are delivered automatically. Otherwise, Updates are available electronically on the Customer Portal.</p>

	For Customers receiving 24/7 Proactive Threat Notification, updates are compulsory (Customer cannot opt out) and will be delivered automatically.
Hardware Support (Return to Base)	<p>Darktrace provides all parts and materials necessary to maintain the Hardware in good operating condition, including parts and materials subject to submitting a Return to Manufacturer Authorization request through the Helpdesk, and other than racking, data-feeds and third party products (such as taps and network aggregators).</p> <p>Upon discovery of any failure of the Hardware and/or any component parts, Darktrace will ship replacement Hardware and/or component part(s) which may be an equivalent or a later revision (the "Advance Replacement Hardware"). While Darktrace will endeavor to ship Advance Replacement Hardware within a reasonable period, the Customer acknowledges and agrees that transport delays, import and export requirements, and other factors outside of Darktrace's control may affect delivery timescales.</p> <p>Customer is responsible for performing the following functions prior to return shipping failed Hardware to Darktrace: a) perform all steps for self-test and trouble-shooting specified in the Hardware operating manual; b) provide, in writing, the Hardware's model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable); c) unless the Darktrace Product will be delivered and picked up in person by Darktrace, Customer is responsible for packaging the failed Hardware carefully in the original packaging or Darktrace-provided shipping container, or a shipping container that prevents it from being damaged while in transit to Darktrace; and d) all parts originally shipped must be returned, including rails, transceivers and power cables.</p> <p>Darktrace will not be responsible for maintaining or protecting any configuration settings or data found on the returned Hardware or component part(s).</p> <p>Replacement parts provided under Hardware support may be whole unit replacements, or may be new or functionally equivalent to new in performance and reliability. Replaced parts of Hardware, once returned to Darktrace, become the property of Darktrace, unless Darktrace agrees otherwise in advance.</p> <p>Should (i) the Hardware or component parts returned by Customer be deemed not to be defective or 'no fault found', or (ii) a returned Product be missing any Hardware or component parts, or (iii) Customer fail to return allegedly defective Hardware or any component parts requested by Darktrace within the time limit required, Darktrace will invoice for, and Customer agrees to pay the cost of, the Hardware and/or component parts, as applicable.</p> <p>For components that are discontinued, an upgrade path may be required. Darktrace will work with Customer to recommend a replacement part.</p> <p>For the avoidance of doubt, the Support Services do not include replacement of end-of-life Hardware.</p>
Health Check and System Diagnostics	<p>If Call Home is enabled, Darktrace undertakes regular health checks to ensure the Product is functioning correctly. The health checks are collected up to every hour, and include but are not limited to the following types of metrics:</p> <ul style="list-style-type: none"> • CPU performance • Memory utilization • Appliance load • Number of unique devices seen on network (numeric value) • Bandwidth per interface • Errors on interface • Connections per minute • Disk utilization • Model breach metrics (numeric values) <p>Additionally, if any diagnostic troubleshooting is required, a Darktrace engineer can run diagnostic tools via Call Home to assist in determining the cause of any issues.</p>

Specifications Support Service Options	
Ask the Expert	<p>As a Support Service Option, the Customer may elect in a Product Order Form to receive Ask the Expert. If selected, Customer can enter ticket requests for assistance from an expert Darktrace cyber analyst (e.g., interpretation) up to four times per month with respect to confirmed alerts produced by the Product. Urgent enquires regarding raised tickets may be followed up by contacting the Support Contact Number on +44 (0) 808 189 3465 (UK); or +1 646 893 7898 (US).</p> <p>For instructions on how to raise support tickets and open a support case, Customer should refer to the Darktrace Support Guide, available on the Customer Portal or otherwise available on request.</p> <p>In the event, Customer does not have Call Home, Ask the Expert tickets can be raised on the Customer Portal instead of within the Product.</p>
Threat Intelligence Reports (TIRs)	<p>As a Support Service Option, the Customer may elect in a Product Order Form to receive period Threat Intelligence Reports. If elected, Darktrace will provide periodic (i.e., fortnightly, monthly, quarterly, or as may otherwise be agreed) summaries of the most prominent security incidents of suspected malicious activity on Customer's network identified by Darktrace's cyber analysts.</p>
24/7 Proactive Threat Notification	<p>As a Support Service Option, the Customer may elect in a Product Order Form to receive 24/7 Proactive Threat Notifications. If elected, Darktrace will automatically alert Customer's named operators when a significant and likely high-impact anomaly is detected by the Software (utilizing Darktrace's standard models), which anomaly has been confirmed by a Darktrace cyber analyst.</p>

Assumptions	
Duration	<p>Support Services coverage period starts on the Commencement Date of the Offering and continues for the period of time specified in the applicable Product Order Form. Darktrace will only be liable to provide Support Services if the Customer is current with its payment of fees to Darktrace..</p> <p>If Customer does not renew a Support Services term, but continues to access the Support Services, Darktrace will be entitled to invoice Customer for any period of Support Services provided. If Customer cancels, but later seeks to reinstate Support Services, Customer will be responsible for the payment of all back fees in regards to such Support Services.</p>
Call Home	<p>Darktrace Products can be configured to connect to Darktrace's central management over a secure and encrypted channel to receive Health Checks, patches and Updates. For certain of the Support Services Options, the remote analyst support is dependent on the granting of Call Home access for the analysts to be able to interact with the Product. A Darktrace Product operating Call Home will attempt to establish a secure SSH channel with the Darktrace central management infrastructure. Each Darktrace installation will have a unique hostname pre-set in the configuration, resolving to a single Darktrace central management IP address. To enable Call Home to function, the Darktrace Product must be permitted to contact the four Darktrace central management IP addresses over TCP Port 22. At Darktrace's discretion, Support Services may also be provided using remote diagnosis and support, onsite service or through other Support Services delivery methods, or any combination thereof. If any onsite support is provided, Customer will be charged for any applicable travel fees and expenses.</p>
Customer Responsibilities	<p>Upon Darktrace's request, Customer will be responsible for assisting Darktrace in resolving the problem remotely in providing all information necessary for Darktrace to deliver timely and professional remote support or to enable Darktrace to determine the level of support eligibility, including;</p> <ul style="list-style-type: none"> Starting self-tests and/or other diagnostic tools and programs; and Install customer-installable firmware updates and patches Performing other reasonable activities to help Darktrace identify and resolve the problem. <p>Darktrace may also provide Customer with self-installable parts or units, to Customer following written instructions from Darktrace.</p> <p>Darktrace does not provide backup services. Customer must maintain a separate backup system or procedure for its network data that is not dependent on the Offering.</p> <p>Customer will notify Darktrace if it uses the Offering in an environment that poses a potential health or safety hazard to Darktrace employees providing onsite Support Services. Darktrace may require</p>

	Customer maintains the Offering under Darktrace's supervision and may postpone any onsite Support Services until such hazard(s) are remedied.
General	<p>Darktrace will not be liable to provide Support Services with respect to a Product which is faulty on the basis of: (i) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Documentation or these terms, as applicable; (ii) failure or functional limitations of any non-Darktrace software or product impacting systems receiving Darktrace Hardware Support Services; (iii) malware (e.g. virus, worm, etc.) introduced by Customer; or (iv) modifications or improper system maintenance or calibration not performed by Darktrace or authorized in writing by Darktrace; (v) fire damage, water damage, accident, electrical disturbances, transportation by Customer, or other causes beyond Darktrace's control. Support Services do not include replacement of end-of-life Hardware.</p> <p>NO ADVICE, ALERT, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM DARKTRACE OR THROUGH OR FROM THE SUPPORT SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN OR IN THE MASTER CUSTOMER AGREEMENT. DARKTRACE SHALL NOT BE LIABLE FOR ANY ERRORS OR DELAYS IN THE CONTENT OR ALERTS AVAILABLE THROUGH THE SUPPORT SERVICES, OR FOR ANY ACTIONS TAKEN IN RELIANCE THEREON. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NOT ALL ANOMALIES / INTRUSIONS MAY BE REPORTED.</p> <p>Darktrace may discontinue specific Support Services no longer included in Darktrace's Offering upon six (6) months' prior written notice, unless otherwise agreed in writing. If Darktrace cancels prepaid Support Services pursuant to this paragraph, Darktrace will refund Customer a pro-rated amount for such unused prepaid Support Services.</p> <p>Additional services performed by Darktrace at Customer's request, which are not included in the Support Services, will be chargeable at the applicable published service rates for the country where the services are to be performed.</p>
Coverage Window	The coverage window specifies the coverage hours during which Customer calls may be logged and service is delivered remotely or onsite (as applicable). Helpdesk and Hardware Support will be available 24/7 (24 hours per day, Monday through Sunday)

[end of document]

SHI-GS Comments To Terms And Conditions for City of San Antonio RFO 6100010973

This proposal is based on mutually agreeable terms and conditions. SHI-GS is a reseller of the Darktrace licenses and services, for which the City has a direct contract with Darktrace. The licenses and services are governed directly by those terms and conditions in Attachment B. SHI-GS is providing a contract vehicle for procurement.

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
Order of Priority of Contract Documents	Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.	Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein. <u>Boilerplate terms contained in any Purchase Order are deemed null and void.</u>	Boilerplate PO terms will not apply to this solicitation/transaction.
Warranty	The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.	The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater <u>provided by Darktrace in Attachment B</u> , shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.	The warranty is provided by Darktrace in the direct contract. SHI-GS cannot override, negate, or extend that warranty on Darktrace's behalf.
Rejection of Disclaimers of Warranties & Limitations of Liability	ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.	ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.	SHI-GS will not remove any of our disclaimers in the contract vehicle we're using for the City to procure. The disclaimers provided therein have no effect on any warranties provided by Darktrace in its direct contract with you.
Intellectual Property	[Cut for space]	<u>Intellectual Property indemnification, if provided by Darktrace, is subject to the contract in Attachment B.</u>	The intellectual property being licensed herein is licensed by Darktrace and would be governed by the indemnities offered by Darktrace to the City in their direct contract in Attachment B.
Undisclosed Features	Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract shall not now, nor will it hereafter, be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically	Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract shall not now, nor will it hereafter, be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically	SHI-GS is not the licensor of the products. If Darktrace offers this warranty, it will be in the direct contract between Darktrace and the City in Attachment B.

SHI-GS Comments To Terms And Conditions for City of San Antonio RFO 6100010973

	disclaims any unilateral self-help remedies.	disclaims any unilateral self-help remedies.	
Incorporation of Attachments	<p>Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:</p> <p>Attachment A – SHI Government, Inc. Quote #16275672</p> <p>Attachment B – Darktrace Master Customer Agreement</p>	<p>A. Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:</p> <p>B. Attachment A – SHI Government, Inc. Quote #16275672</p> <p>Attachment B – Darktrace Master Customer Agreement – <u>The parties acknowledge that Attachment B is incorporated just for reference. Vendor is not a party to or responsible for the terms and conditions in Attachment B. The City acknowledges that the products and services are provided by and performed by a third party, Darktrace, and are subject to the contract executed between the City and Darktrace.</u></p>	Specifying that the inclusion of the Darktrace contract is just for reference. These products and services are governed by that direct agreement and SHI-GS is a transactional procurement vehicle for this order.
Failure to Deliver	When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.	When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.	SHI-GS is not shipping any tangible items, and failure to deliver the products and services would fall under remedies provided by Darktrace in their direct contract.
Acceptance by City	City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.	City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. <u>Any acceptance for the goods and services will be subject to the rights provided to the City under Attachment B.</u>	If there is an acceptance period for the software and services, it would be offered under Darktrace's terms and conditions.
Testing	After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced,	After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30	If testing is allowed, it would be offered under Darktrace's terms and conditions.

SHI-GS Comments To Terms And Conditions for City of San Antonio RFO 6100010973

	Vendor shall pay City within 30 calendar days' of the invoice.	calendar days' of the invoice. Any testing allowed on the goods and services will be subject to the rights provided to the City under Attachment B.	
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