



CO-OPERATIVE PURCHASE AGREEMENT NO. 5202

DocuSign Licenses and Support

THIS **DocuSign Licenses and Support Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Carahsoft Technology Corporation ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide DocuSign Licenses and Support in accordance with its agreement with DIR-TSO 4288 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide DocuSign Licenses and Support in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 3. Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$93,405.15, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address:

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

- 5. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Holly Houghton
Assistant Director of Information Technology
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3753
Fax: 361-826-4342

IF TO CONTRACTOR:

Carahsoft Technology Corporation
Attn: Meagan Phillips
DocuSign Government of Carahsoft
11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Phone: 703-581-6727
Fax: 703-871-8505

- 6. Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:

Signature: Meagan Phillips
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Printed Name: Meagan Phillips

Title: Account Rep.

Date: 9/13/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance – Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

Co-operative Agreement: DIR-TSO-4288



Attachment A: Scope of Work

Project Name: DocuSign Purchase

Project Address: City of Corpus Christi, City Hall, 1201 Leopard Street, 1st Floor, Corpus Christi Texas, 78401

Background: The City has implemented DocuSign, which is an electronic document signature tool to be used by any department. Contract includes 24/7 support for 16,000 envelopes (documents) for signature.

Scope of Work

- A. The Contractor shall deliver 16,000 envelopes of DocuSign Business Pro for Gov – Env, part #APT-0393.
- B. The Contractor shall deliver Premier Support, part #APT-0148, at a quality of 16,000 envelopes.
- C. The Contractor shall deliver 24/7 support.

**Attachment B: Bid/Pricing Schedule
DocuSign Government at Carahsoft**



11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Holly Houghton
 City of Corpus Christi
 1201 Leopard St
 Corpus Christi, TX 78401 USA

FROM: Meagan Phillips
 DocuSign Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: holly@cctexas.com

EMAIL: Meagan.Phillips@carahsoft.com

PHONE: (361) 826-3753

PHONE: (703) 581-6727

FAX: (703) 871-8505

TERMS: DIR Contract No. DIR-TSO-4288
 Expiration Date: February 21, 2025
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Texas VID#: 1522189693700
 Sales Tax May Apply

QUOTE NO: 39929842
QUOTE DATE: 07/17/2023
QUOTE EXPIRES: 09/29/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$93,405.15

TOTAL QUOTE: \$93,405.15



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| LINE NO. | PART NO. | DESCRIPTION | LIST PRICE | QUOTE PRICE | QTY | EXTENDED PRICE |
|----------|----------|-------------|------------|-------------|-----|----------------|
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Product Details

eSignature Envelope Allowance: 16,000

Overage/Usage Fees

eSignature Business Pro for Gov - Env (Per Transaction): \$9.97

Terms and Conditions

Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for DocuSign will be governed by the terms and conditions of the Carahsoft DocuSign Service Agreement copies of which are found at https://static.carahsoft.com/concrete/files/2616/5962/5258/DocuSign_Master_Services_Agreement_fo_Public_Sector.pdf and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Should the customer purchase any version of DocuSign's IL-4 licensing the below terms will apply.

Reference the Memorandum previously provided to DISA Authorizing Official (dated March 27, 2021) detailing the Provisional Authorization (PA) granted by DISA, exceptions to/exclusions from the PA, and conditions DocuSign is required to meet in order to maintain the PA.

DocuSign is not yet authorized to connect to NIPRnet. Customer acknowledges that as of the Order Start Date, DocuSign does not have a BCAP connection to NIPRnet. Therefore, as a result, if Customer does not currently have DISA approval to forego the BCAP connection to NIPRnet:

- Customer will not use any DocuSign DoD/IL-4 products in production without a BCAP connection (or DISA approval);
- Customer will not host, store or transmit production data in the IL4 environment without a BCAP connection to NIPRnet or a documented exception from DISA per to use DocuSign products while forgoing the BCAP;
- Customer agrees not to use any DocuSign DoD/IL-4 products to connect to any DocuSign environment via a non BCAP end point without a documented exception from DISA to use DocuSign products while forgoing the BCAP;
- Customer is responsible for any customer data sent to third party applications (regardless of whether third party applications are IL-4 certified).

Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.