

## CO-OPERATIVE PURCHASE AGREEMENT NO. 4121

### DocuSign Envelope Purchase and Support

THIS **DocuSign Envelope Purchase 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 Corporations ("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 Envelope Purchase 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 Envelope Purchase 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 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$80,689.33, 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 IT  
1201 Leopard Str., Corpus Christi, TX 78401  
Phone: 361.826.3753  
Fax: 361.826.4342

**IF TO CONTRACTOR:**

Carahsoft Technology Corporations  
Attn: Kimberly Barrera  
Sales Representative  
11493 Sunset Hills Road, Suite 100 Reston, VA 20190  
Phone: 571.662.3450  
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: Kimberly Barrera  
184645CE6E6F4EB...

Printed Name: Kimberly Barrera

Title: Renewal Account Representative

Date: 9/26/2022

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Assistant Director of Finance – Procurement

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

**APPROVED AS TO LEGAL FORM:**

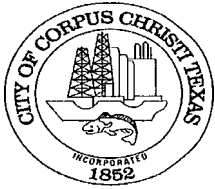
\_\_\_\_\_  
Assistant City Attorney Date

**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, 1<sup>st</sup> 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 13,000 envelopes (documents) for signature.

### Scope of Work

- A. The Contractor shall deliver 13,000 envelopes of DocuSign Business Pro for Gov – Env, part #APT-0393.
- B. The Contractor shall deliver Enterprise Premier Support, part #APT-0148,
- C. The Contractor shall deliver 24/7 support.

### Point of Contact:

Holly Houghton  
City of Corpus Christi  
Assistant Director of IT  
361-826-3753  
[holly@cctexas.com](mailto:holly@cctexas.com)

### Contractor Point of Contact:

Kimberly Barrera  
DocuSign Government at Carahsoft  
11493 Sunset Hills Road Suite 100  
Reston, Virginia 20190  
[Kimberly.Barrera@carahsoft.com](mailto:Kimberly.Barrera@carahsoft.com)

**Price Quotation**  
**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:** Kimberly Barrera  
 DocuSign Government at Carahsoft  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** holly@cctexas.com

**EMAIL:** Kimberly.Barrera@carahsoft.com

**PHONE:** (361) 826-3753

**PHONE:** (571) 662-3450

**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:** 33848757  
**QUOTE DATE:** 05/11/2022  
**QUOTE EXPIRES:** 10/31/2022  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$80,689.33

**TOTAL QUOTE:** \$80,689.33

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	TX DIR	QTY	EXTENDED PRICE
1	APT-0393	DocuSign Enterprise Pro for Gov - Env DocuSign, Inc. - APT-0393	\$8.4000	\$5.0876	TX DIR	13000	\$66,138.80
2	APT-0148	Enterprise Premier Support 22% of Recurring Fees (22% of List Price per \$100 of List License Fees) DocuSign, Inc. - APT-0148	\$0.22	\$14,550.53	TX DIR	1	\$14,550.53
<b>SUBTOTAL:</b>							\$80,689.33
<b>TOTAL PRICE:</b>							\$80,689.33
<b>TOTAL QUOTE:</b>							\$80,689.33



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\*Term Dates are 9/27/2022-9/26/2023\*

Product Details

eSignature Envelope Allowance: 13,000

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](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.