



CO-OPERATIVE PURCHASE AGREEMENT NO. 99665

DocuSign License and Support for City Departments

THIS **DocuSign License and Support for City Departments 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 License and Support for City Departments 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 License and Support for City Departments 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.** This Agreement is for one year. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The 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 \$80,689.70, 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 will 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
IT Applications Analyst
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3753
Fax: n/a

IF TO CONTRACTOR:

Carahsoft Technology Corporations
Attn: Meagan Phillips
Account Representative
11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Phone: 707-871-8500
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: Kristina Smith
BB279B81FB84436...

Printed Name: Kristina Smith

Title: Contracts Director

Date: 3/17/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Interim Assistant Director, Contracts and 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 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 Premier Support, part #APT-0148, at a quality of 13,000 envelopes.
- C. The Contractor shall deliver 24/7 support.



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: 27309575
QUOTE DATE: 02/11/2021
QUOTE EXPIRES: 04/30/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$80,689.70

TOTAL QUOTE: \$80,689.70

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	APT-0393-679	DocuSign Enterprise Pro for Gov - Env 39.43% discount listprice DocuSign, Inc. - APT-0393 Start Date: 03/27/2021 End Date: 03/26/2022	\$8.4000	\$5.0876 TX DIR	13000	\$66,138.80
2	APT-0148-679	Enterprise Premier Support 22% of Recurring Fees (22% of List Price per \$100 of List License Fees) DocuSign, Inc. - APT-0148 Start Date: 03/27/2021 End Date: 03/26/2022	\$22.0000	\$1.1193 TX DIR	13000	\$14,550.90

SUBTOTAL: \$80,689.70

TOTAL PRICE: \$80,689.70

TOTAL QUOTE: \$80,689.70

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

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	------------	-------------	-----	----------------

Product Details

eSignature Envelope Allowance: 13,000

Overage/Usage Fees

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

Order Special Terms

Both parties hereby agree that the following Order Forms identified by their Order Start Dates will be terminated upon the Order Start Date of this Order Form:

October 27, 2020

(Q-00479632)

No credit will be provided for the above Order Form(s).

For clarification, the Account below associated with the corresponding Order Forms above will remain open and will be governed by the Terms and Conditions described in this Order Form and may consume the products and services included herein: Q-00479632; Carahsoft OBO City of Corpus Christi - Engineering Department with Site ID 5368241-na4

Terms & Conditions

This Order Form covers the DocuSign Products and Services described herein and is governed by Carahsoft's DIR Contract and DocuSign's Corporate Subscriber Terms and Conditions available online at: <https://www.carahsoft.com/buy/slg-contracts/txdir/dir-tso-4288> and <https://www.docusign.com/company/terms-and-conditions/reseller>. In the event of any conflicts between the DIR Contract and the DocuSign EULA, the DIR Contract will take precedence.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES

Carahsoft Technology Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Carahsoft Technology Corporation (hereinafter "Vendor"), with its principal place of business at 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-416, on 2/26/2018, for Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-416 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-416, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-416, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with two (2) optional two-year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings**A. Products**

Products available under this Contract are limited to Software Products, Software as a Service, and Enterprise Resources Planning Software Modules Products and Related Service as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

C. Emerging Technologies and Future Acquisitions

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products and services that are within the scope the solicitation described in Section 1.B above. Vendor may propose such products and services throughout the term of the contract. Pricing and terms will be negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final. In addition, Texas DIR and Vendor may mutually agree to add future acquisitions of Vendor to the contract. Subsequent terms of the acquisition(s) and pricing will be mutually agreed upon in writing and amended under the contract.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract three quarters percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

Vendor Contract No. _____

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Kai Hollenhorst
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190
Phone: (703) 230-7536
Facsimile: (703) 871-8505
Email: kai.hollenhorst@carahsoft.com

7. Software License Agreements**A. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on

Vendor Contract No. _____

or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

DIR Contract No. DIR-TSO-4288

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Carahsoft Technology Corporation

Authorized By: Signature on File

Name: Kai Hollenhorst

Title: Contract Specialist

Date: 2/12/19

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 2/21/19

Office of General Counsel: mh 2/21/19