

**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 15<sup>th</sup> 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substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.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. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto: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](mailto: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.

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

**Amendment Number 4**  
**to**  
**Contract Number DIR-TSO-4288**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Carahsoft Technology Corporation**

This Amendment Number **4** to **Contract** Number **DIR-TSO-4288** ("**Contract**") is between the Department of Information Resources ("**DIR**") and Carahsoft Technology Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

Whereas, DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-449 (the "RFO"), on March 10, 2020, for Software Solutions and Augmenting RFO DIR-TSO-TMP-416 and Carahsoft Technology Corporation responded to the RFO; and

Whereas, although the Contract pre-existed the RFO, the parties desire that the Contract be deemed to be a contract awarded under the RFO for purposes of DIR's compliance with applicable procurement laws;

Now, therefore, for and in consideration of the promises set forth in this Amendment Number **4**, the parties agree to amend the Contract as follows:

1. **Contract, Section 1.B. Compliance with Procurement Laws** is hereby amended as follows:

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 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-416 was posted by DIR on the Electronic State Business Daily. Subsequent to the award of the Contract, DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-449, on March 10, 2020, for Software Solutions and Augmenting RFO DIR-TSO-TMP-416. Upon execution of all RFO awarded contracts and amendments, a notice of award for DIR-CPO-TMP-449 shall be posted by DIR on the Electronic State Business Daily.

2. **Contract, Section 1.C. Order of Precedence** is hereby amended as follows:

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; Appendix D, Secureworks End User License Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-416, including all addenda; Exhibit 2, RFO DIR-TSO-TMP-416, including all addenda; Exhibit 3, Vendor's Response to RFO DIR-TSO-TMP-449, including all addenda; and Exhibit 4, RFO DIR-TSO-TMP-449, 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 Appendix D, then Exhibit 1, then Exhibit 2, then Exhibit 3, and finally Exhibit 4. 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.

3. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for two (2) years through February 21, 2023, or until terminated pursuant to the termination clauses contained in the Contract. The contract will renew automatically in two-year increments for two (2) additional years 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.

4. **Appendix C Pricing Index (per Amendment 3)** is hereby replaced in its entirety with the attached **Appendix C Pricing Index (per Amendment 4)**.

All other terms and conditions of the **Contract**, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

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**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature.

**Carahsoft Technology Corporation**

**Authorized By:** Signature on File

**Name:** Kai Hollenhorst

**Title:** Contracts Specialist

**Date:** 12/30/2020

**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:** 12/30/2020

**Office of General Counsel:** M.H. 12/30/2020

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Contract Number

# DIR-TSO-4288

Contract Term Date: **02/21/23** ?

Contract Expiration Date: **02/21/25** ?

## Vendor Information

### [Carahsoft Technology Corporation](#)

Vendor ID: **1522189693700**

HUB Type: **Non HUB** ?

RFO: **DIR-TSO-TMP-416**

Contract Status: **Active**

#### VENDOR CONTACT:

[David Marshall-Pinko](#) ↗

Phone: (703) 581-6728

[Vendor Website](#) ↗

#### DIR CONTACT:

[Mario Gutierrez](#) ↗

Phone: (512) 463-8989

## Contract Overview

Carahsoft Technology Corporation offers Software, including Software as a Service, Products and Related Services. Carahsoft offers multiple brands including DocuSign and Salesforce. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. There are numerous resellers listed for this contract whose brand offerings vary, please contact resellers for their current selection of available brands.

## Contract Details & Ordering Information

[Products & Services](#)

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

Resellers

### MORE INFORMATION

[Vendor Website](#) ↗

Visit this Vendor's website to view the latest product, service, and pricing information.

## Reseller Vendor Contacts

[Download Vendor List \(.CSV\)](#)

Reseller	Hub Type	Contact	Phone	Fax
<a href="#">Prescriptive Data Solutions, LLC</a>	Non HUB	Aspen Tarkington	P: <a href="#">(214) 205-1163</a>	F: <a href="#">(210) 961-8108</a>
<a href="#">Presidio Networked Solutions Group, LLC</a>	Non HUB	Presidio DIR Team	P: <a href="#">(469) 549-3800</a>	F: <a href="#">(469) 549-3888</a>
<a href="#">Pure Business Solutions</a>	Woman Owned Female	Andrea Hite	P: <a href="#">(713) 750-9500</a>	F:
<a href="#">Rackspace US, Inc.</a>	Non HUB	Joe Nanus	P: <a href="#">(800) 961-4454</a>	F:
<a href="#">Red River Consulting Services LLC</a>	Non HUB	Rima Brooks	P: <a href="#">(603) 442-5562</a>	F: <a href="#">(603) 448-8844</a>
<a href="#">RFD &amp; Associates, Inc.</a>	Woman Owned Female	Tom Lynch	P: <a href="#">(512) 628-2621</a>	F: <a href="#">(512) 347-9412</a>
<a href="#">Seamless Advanced Solutions, LLC</a>	Hispanic American Male	Ivy Sheppard	P: <a href="#">(512) 695-7590</a>	F: