

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency “FEMA” Requirements)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Carahsoft Technology Corp. (hereinafter “Vendor”). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor Quote dated 11.12.2020 _____;
- B. Vendor Sales Agreement;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance:

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XX.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXI.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Vendor: Carahsoft Technology Corporation

Authorized Signature

Date: _____, 2020

Kristina Smith

Authorized Signature

Date: November 12th _____, 2020

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Michelle Kleen
 PMP
 Williamson County
 301 SE Inner Loop
 Suite 105
 Georgetown, TX 78626

FROM: Michael Edwards
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: MKleen@wilco.org

EMAIL: Michael.Edwards@carahsoft.com

PHONE: (512) 943-1459

PHONE: (703) 889-9761

FAX: (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
 Term: December 20, 2011 - December 19, 2021
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 17800338
QUOTE DATE: 12/04/2019
QUOTE EXPIRES:
RFQ NO: Early Renewal
SHIPPING: ESD
TOTAL PRICE: \$77,527.74

TOTAL QUOTE: \$77,527.74

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
EARLY RENEWAL- DUE AT SIGNING						
1	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 *CREDIT* 1 Month, 1 Day QTY:60 ServiceNow - PROD11353 Start Date: 11/30/2020 End Date: 12/31/2020	RATE: -\$4,643.80		GSA 1	-\$4,643.80
2	PROD00065	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) *CREDIT* 1 Month, 1 Day 188- VOPADDINSTDCUS Start Date: 11/30/2020 End Date: 12/31/2020	RATE: -\$967.46		OM 1	-\$967.46
3	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2020 End Date: 11/29/2021	RATE: \$74.90	12	GSA 60	\$53,928.00
4	PROD00065	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) 188- VOPADDINSTDCUS Start Date: 11/30/2020 End Date: 11/29/2021	RATE: \$936.25	12	OM 1	\$11,235.00
5	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2020 End Date: 11/29/2021	RATE: \$74.90	12	GSA 20	\$17,976.00

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LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
SUBTOTAL:						\$77,527.74
TOTAL PRICE:						\$77,527.74
TOTAL QUOTE:						\$77,527.74

- License subscriptions are invoiced upon contract award
- Learning credits are invoiced upfront and are non-refundable
- On-site training has a \$2,000 travel & expense fee per class
- Include the End-User contact information (i.e., the responsible party that manages the ServiceNow instance) on the PO to Carahsoft.
- Subscription renewals are subject to an uplift not to exceed 10% year-over-year. Multi-year renewals incur one uplift. Each Renewal Order is subject to the following conditions: (i) the Subscription Products in the expiring order continue to be made commercially available by ServiceNow and if not, then the Renewal Order shall be for ServiceNow's then available Subscription Product that is substantially equivalent to the Renewal Product in the expiring order; (ii) the sales model for the expiring order continues to be made available by ServiceNow in a commercially equivalent model; (iii) the units of each Renewal Product in the Renewal Order are equal to or greater than the sum of all the Units for that Renewal Product in all the order forms placed by Customer during the subscription term of the then expiring order form; (iv) each Renewal Order is for a twelve (12) month subscription term; (v) Customer places the Renewal Order before the expiration of the Subscription Term of the expiring order form; and (vi) the Renewal Order is on mutually agreeable terms and conditions.
- Carahsoft and ServiceNow reserve the right to suspend access to the instance if payment is not made within payment terms.

Customer accepts ServiceNow flow down terms <https://www.carahsoft.com/Eula/ServiceNow>.

ServiceNow App Store Terms of Use:

https://static.carahsoft.com/concrete/files/1215/8152/4436/App_Store_Terms_of_Use.pdf

ServiceNow Software Asset Management Addendum:

https://static.carahsoft.com/concrete/files/5715/8412/6705/SAM_ADDENDUM_1.pdf

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
YEAR 2						
6	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2021 End Date: 11/29/2022	RATE: \$74.90	12	GSA 60	\$53,928.00
7	PROD00065	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) 188-VOPADDINSTDCUS Start Date: 11/30/2021 End Date: 11/29/2022	RATE: \$936.25	12	OM 1	\$11,235.00
8	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2021 End Date: 11/29/2022	RATE: \$74.90	12	GSA 20	\$17,976.00

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LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS		QTY	EXTENDED PRICE
YEAR 2 SUBTOTAL:							\$83,139.00
YEAR 3							
9	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2022 End Date: 11/29/2023	RATE: \$74.90	12	GSA	60	\$53,928.00
10	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2022 End Date: 11/29/2023	RATE: \$74.90	12	GSA	20	\$17,976.00
11	PROD00065	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) 188- VOPADDINSTDCUS Start Date: 11/30/2022 End Date: 11/29/2023	RATE: \$936.25	12	OM	1	\$11,235.00
YEAR 3 SUBTOTAL:							\$83,139.00
SUGGESTED SUBTOTAL:							\$166,278.00

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

"Approver User" is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

"Requester User" is any User that performs only the functions set forth in the table below for a Requester User.

"End User" has the same use rights as "Requester User."

"Fulfiller User" is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

"Process User" has the same use rights as "Fulfiller User."

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULLFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.

Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/upgrade-schedules.html> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

SUBSCRIPTION PRODUCTS	
Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD11353 ServiceNow® IT Service Management Standard	<p>Included Applications: Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management and Walk-Up Experience</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 25 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables.</p> <p>The following Application(s) became available according to the release indicated below. Walk-Up Experience - London</p>
PROD00065 ServiceNow® Additional Non-Production Instance	<p>Additional non-production 4TB storage limit instance in ServiceNow's data center.</p>
PROD03378 ServiceNow® IT Service Management Standard	<p>Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management and Walk-Up Experience</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.</p> <p>The following application(s) became available according to the release indicated below. Walk-Up Experience - London</p>