
**WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
CARAHSOFT TECHNOLOGY CORPORATION
(Quote No. ██████████)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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 SERVICES AND GOODS CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County” or “Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Carahsoft Technology Corporation** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached **Quote No. ██████████** marked as Exhibit “A,” which is incorporated herein.

Should the County choose to add services in addition to those described in Exhibit “A,” such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in Exhibit “A.” The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods in the attached **Quote No.** [REDACTED] being marked as **Exhibit “A”** which is incorporated herein provided to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit “A”, such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect to begin October 01, 2025 and continue through September 30, 2026 when signed by all parties. Unless terminated sooner pursuant to paragraph X below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”** and in accordance with COOP contract number DIR-CPO-5683. The not-to-exceed amount for the life of this contract shall be Fifty Thousand Nine Hundred Forty-Eight Dollars and Thirty-Five Cents (\$50,948.35).

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 contract; (2) the date the performance of the service under the contract 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSONPER OCCURRENCE	
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER OCCURRENCE	
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

SOFTWARE INDEMNIFICATION: IF SERVICE PROVIDER WILL PROVIDE ANY SOFTWARE UNDER THE CONTRACT, SERVICE PROVIDER WARRANTS THAT IT HAS THE FULL RIGHT TO GRANT THIS ENTIRE LICENSE TO COUNTY. AT SERVICE PROVIDER'S EXPENSE, SERVICE PROVIDER SHALL HOLD HARMLESS, INDEMNIFY, AND DEFEND COUNTY AGAINST ANY CLAIM THAT ANY SOFTWARE OR PRODUCT PROVIDED TO COUNTY BY SERVICE PROVIDER INFRINGES A PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY IN THE UNITED STATES AND SHALL PAY ALL COSTS, DAMAGES, AND ATTORNEY'S FEES THAT A COURT AWARDS AS A RESULT OF SUCH CLAIM OR THAT ARE PAID IN SETTLEMENT OF SUCH CLAIM. TO QUALIFY FOR SUCH DEFENSE AND PAYMENT, COUNTY WILL: (I) GIVE SERVICE PROVIDER PROMPT WRITTEN NOTICE OF SUCH CLAIM; AND (II) WILL FULLY COOPERATE WITH SERVICE PROVIDER IN THE DEFENSE AGAINST SUCH CLAIM AND ALL RELATED NEGOTIATIONS. IN THE EVENT SUCH CLAIMS ARE RAISED AGAINST BOTH COUNTY AND SERVICE PROVIDER, COUNTY MAY, AT ITS OPTION AND EXPENSE, RETAIN ITS OWN COUNSEL TO ACT AS CO-COUNSEL IN SUCH DEFENSE AND RELATED NEGOTIATIONS. IF THE OPERATION OF ANY SOFTWARE OR PRODUCT PROVIDED BY SERVICE PROVIDER BECOMES OR, IN SERVICE PROVIDER'S REASONABLE OPINION IS LIKELY TO BECOME, THE SUBJECT OF SUCH CLAIM, COUNTY SHALL PERMIT SERVICE PROVIDER, AT SERVICE PROVIDER'S OPTION AND EXPENSE, TO EITHER PROCURE THE RIGHT FOR COUNTY TO CONTINUE TO USE THE SOFTWARE OR REPLACE OR MODIFY THE SOFTWARE SO THAT IT BECOMES NON-INFRINGEMENT AND SUCH REPLACEMENT SOFTWARE OR MODIFICATIONS MEET OR EXCEED THE FUNCTIONALITY OF THE ORIGINAL SOFTWARE. IN THE EVENT SERVICE PROVIDER IS UNWILLING OR UNABLE TO PROCURE THE RIGHT TO USE THE SOFTWARE OR REPLACE OR MODIFY IT AS DESCRIBED ABOVE, SERVICE PROVIDER SHALL REFUND TO COUNTY ANY LICENSE FEES AND, IF APPLICABLE, PROFESSIONAL SERVICES OR INSTALLATION FEES PAID TO SERVICE PROVIDER BY COUNTY RELATING TO SUCH SOFTWARE OR PRODUCT.

VIII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

IX.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract 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.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and

appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider’s invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote No [REDACTED] marked as **Exhibit “A”**;
- B. The Cooperative Purchasing Contract No. DIR-CPO-5683, incorporated by reference;
- C. Insurance certificates evidencing coverages required herein above and
- D. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

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

WITNESS that this Contract shall be effective as of the date of the last party’s execution below.

Williamson County:

Carahsoft Technology Corporation:

Authorized Signature

Natalie LeMay

Authorized Signature

County Judge/Presiding Officer

Natalie LeMay

Printed Name

Date: _____, _____ 20____

Date: September, 30 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 30 2025 Time: 4:21 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor’s Office
Date: Sep 30 2025 Time: 4:02 pm

Exhibit "A"

Quote No. [REDACTED]



PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8585 | FAX (703) 871-8505
 WWW.CARAHSOFT.COM | AWS@CARAHSOFT.COM



TO: [REDACTED]

FROM: [REDACTED]

EMAIL: [REDACTED]

EMAIL: [REDACTED]

PHONE: [REDACTED]

PHONE: [REDACTED]

TERMS: DIR Contract No. DIR-CPO-5683
 Expiration Date: 1/22/30
 FTIN [REDACTED]
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Texas VID#: [REDACTED]
 Sales Tax May Apply

QUOTE NO: [REDACTED]
QUOTE DATE: 08/15/2025
QUOTE EXPIRES: 10/31/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$50,948.35
TOTAL QUOTE: \$50,948.35