



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

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Attorney/Client Privileged Document

REVIEW FORM

On October 22, 2024, the County Attorney's Office reviewed the following:

Carahsoft Technology Corp.'s Quote No. 41065676, utilizing DIR Contract No. DIR-TSO-4288, for the renewal of specified software services for a two-year term in the aggregate amount of \$58,944.80 (Contract #23-IT-101054-A1).

Comments: **Approved as to legal form provided that the Purchase Order contains the following:**

1. **Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:**
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade

association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

2. **Human Trafficking.** BY ACCEPTANCE OF PURCHASE ORDER, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
3. **Remote Access.** By acceptance of Purchase Order, Contractor agrees and understands that, if Contractor, as applicable, requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Contractor’s product and/or services, except as otherwise agreed by the parties and approved by the County’s Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Contractor is granted remote access to County Systems:
 - A. Contractor will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County’s Director of Information Technology and Chief Information Officer.
 - B. Contractor will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Contractor will not access County Systems via unauthorized methods.
 - C. Contractor’s remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - D. Remote access is restricted only to County Systems necessary for Contractor to conduct their services and/or provide applicable product to County pursuant to this Agreement.
 - E. Contractor will allow only its Workforce approved in advance by County to access County Systems. Contractor will promptly notify County whenever an individual member of Contractor's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Contractor will keep a log of access when its Workforce remotely accesses County Systems. Contractor will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County’s request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
 - F. If any member(s) of Contractor’s Workforce is provided with remote access to County Systems, then Contractor’s Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
 - G. Failure of Contractor to comply with this Section may result in Contractor and/or Contractor’s Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
 - H. For purposes of this Section, “Workforce” means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor and who have direct or incidental access to County Systems.
 - I. For purposes of this Section, “Systems” means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating

systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).



Andrew Wipke
Assistant County Attorney



Carahsoft Technology Corp.

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WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Tanya Clayton
Administrative Coordinator-Human Resources
County Of Fort Bend
301 Jackson St
Richmond, TX 77469 USA

FROM: Donna Lynch
LinkedIn Government at Carahsoft
11493 Sunset Hills Road
Reston, Virginia 20190

EMAIL: Tanya.clayton@fortbendcountytexas.gov

EMAIL: Donna.Lynch@carahsoft.com

PHONE: (281) 341-8619

PHONE: (571) 662-3135

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: 41065676
QUOTE DATE: 08/07/2024
QUOTE EXPIRES: 10/01/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$58,944.80
TOTAL QUOTE: \$58,944.80

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
BASE RENEWAL YEAR 1					
1	JBMNGRSET-2	Job Dashboard Manager - Seat to manage jobs in LinkedIn Recruiter without the people search functionality of the standard recruiter seat LinkedIn - JBMNGRSET Start Date: 10/02/2024 End Date: 10/01/2025	\$0.0000	OM 10	\$0.00
2	LinkedIn Corporation	Recruiter - Corporate Tier 1 1-2 LinkedIn Recruiter account with team collaboration, auditing, and unparalleled network search capabilities. Includes at least 150 InMails/month per license as well as basic training and support. LinkedIn - NRCRU-1-02 Start Date: 10/02/2024 End Date: 10/01/2025	\$10,860.8500	TX DIR 1	\$10,860.85
3	LinkedIn Corporation	Job Slots (T1) 1-10 Reserved annual job posting with ability to change, update, remove on demand. LinkedIn - JBSRUT-1-010 Start Date: 10/02/2024 End Date: 10/01/2025	\$1,861.1547	TX DIR 10	\$18,611.55
BASE RENEWAL YEAR 1 SUBTOTAL:					\$29,472.40
YEAR 2					
4	JBMNGRSET-2	Job Dashboard Manager - Seat to manage jobs in LinkedIn Recruiter without the people search functionality of the standard recruiter seat LinkedIn - JBMNGRSET Start Date: 10/02/2025 End Date: 10/01/2026	\$0.0000	OM 10	\$0.00
5	LinkedIn Corporation	Recruiter - Corporate Tier 1 1-2 LinkedIn Recruiter account with team collaboration, auditing, and unparalleled network search capabilities. Includes at least 150 InMails/month per license as well as basic training and support. LinkedIn - NRCRU-1-02 Start Date: 10/02/2025 End Date: 10/01/2026	\$10,860.8500	TX DIR 1	\$10,860.85

CONFIDENTIAL

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QUOTE NO: 41065676



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
6	LinkedIn Corporation	Job Slots (T1) 1-10 Reserved annual job posting with ability to change, update, remove on demand. LinkedIn - JBSRUT-1-010 Start Date: 10/02/2025 End Date: 10/01/2026	\$1,861.1547	TX DIR	10 \$18,611.55
YEAR 2 SUBTOTAL:					\$29,472.40
SUBTOTAL:					\$58,944.80
TOTAL PRICE:					\$58,944.80
TOTAL QUOTE:					\$58,944.80

*** IN ORDER TO PROCESS >> TX DIR - TSO: 4288 << MUST BE INCLUDED ON YOUR PO. ***

TO LOCK IN THIS PRICING FOR BOTH YEARS, PLEASE MAKE SURE TO REFERENCE BOTH YEARS ON YOUR PO

TERMS

- LinkedIn Services provided under this Carahsoft quote are governed by the LinkedIn Subscription Agreement between the parties ("LSA"), the terms of which are incorporated into this Carahsoft Quote. The Service Terms available at <https://legal.linkedin.com/service-specific-terms> apply to Customer to the extent the specific Service is included in this Carahsoft Quote, the terms of which are incorporated into this Carahsoft Quote.
- Except as provided in the LSA, Services purchased under this Order Form are non-cancelable and non-refundable.
- Pricing for future LinkedIn Enterprise Program orders will be based on LinkedIn's then-current Enterprise Program pricing model.
- Add-on orders must co-term with the originating order.
- Notwithstanding anything written in the LSA or any other agreement between the parties, only Customer and the specific Customer Affiliates to which Customer has purchased Services on behalf of under this Carahsoft Quote ("Authorized Affiliates") will be eligible to use the Services. Excluding Authorized Affiliates, Customer shall not resell or provide access to the Services to any third-party entity, including non-authorized Affiliates, recruitment process outsourcers, franchisees, and licensees. Customer's breach of the foregoing sentence will be considered a material breach of the Agreement.
- Notwithstanding anything to the contrary in the LSA, in the event Customer spins-off or sells (in part or in whole) any business division, branch, subsidiary, Affiliate, or any other entity (each, a "Divested Entity") during the Term, then (i) Customer's rights and obligations under this Carahsoft Quote will not transfer to the Divested Entity; (ii) LinkedIn will have no obligation to provide the Services to the Divested Entity; and (iii) the Divested Entity shall immediately cease any and all use of the Services as of the effective date of the divestiture. Breach of the foregoing sentence will be considered a material breach of the Agreement.

By completing this order, you agree to the terms of this LinkedIn order available at <https://www.linkedin.com/legal/l/service-terms> and <https://www.linkedin.com/legal/l/lisa-public-sector>