

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR GRANT MANAGEMENT SOFTWARE
 (RFP-20-076)**

THIS AMENDMENT (“Amendment”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Carahsoft Technology Corp., (“Carahsoft”), a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement for Grant Management Software, on or about September 22, 2020, pursuant to County RFP 20-076, (the “Agreement”), incorporated fully by reference as if stated verbatim below; and

NOW, THEREFORE, County and Carahsoft desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Carahsoft shall provide additional product and/or services as described in Carahsoft’s Quote (Quote No. 33368871) and First Amendment to eCivis Master Subscription Agreement and Service, collectively attached as Exhibit “I” and incorporated fully by reference.
2. **Term.** This Amendment is effective as of April 1, 2022, and shall expire no later than September 30, 2022, unless terminated sooner pursuant to the Agreement. Neither the Agreement nor this Amendment shall automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** Carahsoft’s fees shall be calculated at the rates set forth in the attached Exhibit I. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit I is \$3,750.00. The Limit of Appropriation payable to Carahsoft for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed \$458,750.00, authorized as follows:

\$455,000.00 under the Agreement; and

\$3,750.00 under this Amendment to the Agreement

In no case shall the amount paid by County for all product and/or services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.

4. **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, Carahsoft hereby verifies that Carahsoft 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, Carahsoft 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, Carahsoft 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, Carahsoft 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.
5. **Remote Access.** As applicable, if Carahsoft requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before Carahsoft is granted remote access to County Systems:
 - a. Carahsoft 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 Information Technology Security Manager or the Assistant Information Technology Manager.
 - b. Carahsoft will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Carahsoft will not access County Systems via unauthorized methods.
 - c. Carahsoft'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 Carahsoft to provide product and/or services to County pursuant to this Agreement.
 - e. Carahsoft will allow only its Workforce approved in advance by County to access County Systems. Carahsoft will promptly notify County whenever an individual member of Carahsoft's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Carahsoft will keep a log of access when its Workforce remotely accesses County Systems. Carahsoft 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 Carahsoft's Workforce is provided with remote access to County Systems, then Carahsoft'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 Carahsoft to comply with this Section may result in Carahsoft and/or Carahsoft'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 Carahsoft, is under the direct control of Carahsoft, whether or not they are paid by Carahsoft 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).
6. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
 7. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
 8. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
 9. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge

CARASOFT TECHNOLOGY CORP.



Authorized Agent – Signature

June 7, 2022

Date



Kristina Smith

Authorized Agent- Printed Name

Contracts Manager

Title

05/17/2022

Date

ATTEST:



Laura Richard, County Clerk

REVIEWED:



Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 458,750.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit I: Carahsoft's Quote (Quote No. 33368871) and First Amendment to eCivis Master Subscription Agreement and Service

EXHIBIT I

GOVERNMENT- PRICE QUOTATION

Exhibit I



CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD j SUITE 100 j RESTON VA VIRGINIA. 20190
 PHONE (703) 871-8500 j FAX (703) 871-8505 j TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM j eCivis@CARAHSOFT.COM

carahsoft.

TO: Tania Shaikh
 IT Project/Business Analyst
 Fort Bend County
 500 Liberty St., Richmond
 Richmond, TX 77469 USA

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

EMAIL: tania.shaikh@fortbendcountytx.gov

EMAIL: Mandi.Queen@carahsoft.com

PHONE: (832) 471-4124

PHONE: (571) 662-3051 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 33368871
 QUOTE DATE: 04/05/2022
 QUOTE EXPIRES: 05/05/2022
 RFQNO:
 SHIPPING: ESD
 TOTAL PRICE: \$3,750.00

TOTALQUOTE: \$3,750.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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ULF-00000-01-2		User License Fee 1-99 (For Legacy Customers Only) Prorated license add on (Cycle 2) eCivis, Inc. - ULF-00000-01 Start Date: 04/01/2022 End Date: 09/30/2022	\$250.00 OM	15	\$3,750.00
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SUBTOTAL: \$3,750.00

TOTAL PRICE: \$3,750.00

TOTALQUOTE: \$3,750.00

Please include the following on your PO:

- PO made out to Carahsoft with our current address (11493 Sunset Hills Road, Suite 100. Reston, VA 20190)
- Payment terms: **Net30**
- Ship to and bill to address listed

CONFIDENTIAL

QUOTE DATE: 04/05/2022

QUOTE NO: 33368871



FIRST AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT (CONTRACT NO. 21882807)

THIS FIRST AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT (CONTRACT NO. 21882807), dated 10/01/2020 ("First Amendment") is made and entered into as of 04/05/2022 (the "Effective Date") by and between eCivis, Inc. a Delaware corporation ("eCivis"), Carahsoft Technology Corp ("Carahsoft") and Fort Bend County ("Customer"), and is made with reference to the following:

A. Customer and eCivis have entered into an agreement, effective 10/01/2020 (the "Agreement").

B. Customer and eCivis wish to further amend the Agreement entered into 10/01/2020 as Follows:

NOW, THEREFORE, in consideration of the premises and the agreements, condition and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. This is being procured through Carahsoft Technology as distributor and all invoices will be paid to Carahsoft at 11493 Sunset Hills Road, Suite 100. Reston, VA 20190 within 30 days of receipt of invoice. This agreement is acting as a funded award to be billed off of.
2. Products and Services. Customer and eCivis agree to add User License Fee 1-99 (For Legacy Customers Only). License fee per user at the quantity of fifteen (15) for the remainder of Cycle 2 effective 04/05/2022. The parties further agree for the Products and Services during Cycle 2 and effective through Cycle 5, End Date 09/30/2025 outlined and titled as SUMMARY OF FEES AND SERVICES below:

SUMMARY OF FEES AND SERVICES

Recurring Annual Fee(s)	Description	Units	Avg. Unit Price	Total Price
User License Fee 1-99 (For Legacy Customers Only)	License fee per user	15	\$500.00	\$7,500.00
Recurring Annual Fee(s) Sub-Total				\$7,500.00
Prorated license add on (Cycle 3):				-\$3,750.00
TOTAL PRICE				\$3,750.00

Full Force and Effect.

Except as expressly amended by this Amendment, the Agreement remains in full force and effect, and this First Amendment shall not be construed to alter or amend any of the other terms or conditions set forth in the Agreement. In the event of a conflict between the terms of the Agreement and this First Amendment, the provisions of this First Amendment shall prevail.



Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date provided herein.

Fort Bend County

Name: _____

Title: _____

Date: _____

Carahsoft Technology Corp.

Name: Kristina Smith

Title: Contracts Manager

Date: 05/17/2022

eCivis, Inc.

Name: Art Elizarov

Title: Coo

Date: 05/17/2022

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature:  _____
Art Elizarov (May 17, 2022 18:01 EDT)

Email: aelizarov@ecivis.com






Fort Bend - eCivis, Inc.

Final Audit Report

2022-05-17

Created:	2022-05-17
By:	Mandi Queen (mandi.queen@carahsoft.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAKJ2qZoVRzA439hi0nDliureW1RmsgAjU

"Fort Bend - eCivis, Inc." History

-  Document created by Mandi Queen (mandi.queen@carahsoft.com)
2022-05-17 - 7:44:30 PM GMT- IP address: 165.225.8.252
-  Document emailed to Art Elizarov (aelizarov@ecivis.com) for signature
2022-05-17 - 7:45:52 PM GMT
-  Email viewed by Art Elizarov (aelizarov@ecivis.com)
2022-05-17 - 10:01:04 PM GMT- IP address: 72.38.244.196
-  Document e-signed by Art Elizarov (aelizarov@ecivis.com)
Signature Date: 2022-05-17 - 10:01:44 PM GMT - Time Source: server- IP address: 72.38.244.196
-  Agreement completed.
2022-05-17 - 10:01:44 PM GMT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2022-889229

Date Filed:
 05/20/2022

Date Acknowledged:
 06/07/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Carahsoft Technology Corp
 Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 20-IT-101124-A1
 Amended contract to add additional licenses from RFP 20-076

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)