



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between SHI GOVERNMENT SOLUTIONS, INC. ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the DIR Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No. DIR-TSO-4317**, as amended, (the "Agreement") with an expiration date of 11/17/2025.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

SEE ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of FIFTY-ONE THOUSAND, FIVE HUNDRED FORTY-TWO AND 22/100 DOLLARS (\$51,542.22) ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 4TH day of NOVEMBER 2024 .

CITY OF BURLESON

VENDOR SHI GOVERNMENT SOLUTIONS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A



Pricing Proposal
Quotation #: 25401997
Created On: 10/9/2024
Valid Until: 11/15/2024

TX-City of Burleson

Hugo Rodriguez

TX
United States
Phone: 682.312.2766
Fax:
Email: hrodriguez@burlesontx.com

Inside Account Executive

Alex Jasko

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-3061
Fax:
Email: alex_jasko@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Unified Smarsh Inc - Part#: PROD-000510 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$0.00	\$0.00
2 Platform - Professional Archive - Gov Smarsh Inc - Part#: PROD-000602 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$3,903.16	\$3,903.16
3 AT&T Mobile Message - Professional Archive Smarsh Inc - Part#: PROD-000417 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	128	\$80.58	\$10,314.24
4 Email - Professional Archive Capture Smarsh Inc - Part#: PROD-000424 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	715	\$48.21	\$34,470.15
5 Facebook - Professional Archive Capture Smarsh Inc - Part#: PROD-001147 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	15	\$48.51	\$727.65
6 Instagram - Professional Archive Capture Smarsh Inc - Part#: PROD-001153 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	2	\$48.51	\$97.02

7	Twitter - Professional Archive Capture Smarsh Inc - Part#: PROD-001149 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	2	\$620.00	\$1,240.00
8	Smarsh Support Smarsh Inc - Part#: PROD-000650 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$0.00	\$0.00
9	Professional Support - Basic Smarsh Inc - Part#: PROD-000403 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$0.00	\$0.00
10	Smarsh University Smarsh Inc - Part#: PROD-000647 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$0.00	\$0.00
11	Smarsh U - SMB - Web Access Smarsh Inc - Part#: PROD-000596 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	2	\$395.00	\$790.00
			Subtotal	\$51,542.22
			Shipping	\$0.00
			Total	\$51,542.22

Additional Comments

Please Note: Smarsh purchases are subjected to auto renewals unless canceled within 60 days of the initial term end date and could be subjected to overages based on customer usage

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

This manufacturer has the potential for auto-renewal. You will receive an automated notification prior to the cancellation deadline informing you of the upcoming renewal date. If SHI doesn't receive written confirmation to cancel the renewal within the manufacturer's required time period prior to the renewal date, SHI will automatically be invoiced against the original PO. Once SHI has been invoiced, you will be invoiced against the original PO. If your company requires a new PO, please be sure to provide that prior to invoicing.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

**SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096**

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.