



CITY OF SAN MARCOS

FINANCE DEPARTMENT
PURCHASING & CONTRACTING
630 E. HOPKINS STREET, BLDG. 4
SAN MARCOS, TEXAS 78666

CONTRACT AWARD

This contract is between the City of San Marcos, Texas and the Contractor named below, pursuant to V.T.C.A Local Government Code, 252 as amended.

CONTRACT NAME AND NUMBER:	PURCHASING AND CONTRACTING POC:
223-146 Antivirus Replacement Through DIR CONTRACT #DIR-CPO-4863	Tina Moreno, Procurement Coordinator TMoreno@sanmarcostx.gov Office: 512-393-8181
CONTRACTOR:	CONTRACT AMOUNT:
Freeit Data Solutions P.O. Box 1572 Austin, Texas 78767 Joe White Joe@freeitdata.com	Five-Year Term, 2023 to 2027 Total Contract Amount = \$153,700.00 Estimated Renewal Pricing: Year 6 - \$45,138.00 Year 7 - \$49,651.80
COSM USER DEPARTMENT AND POC:	CONTRACT TERM
Keegan Rodriguez, Information Technology KRodriguez@sanmarcostx.gov Office: 512-393-8115	Initial Five-Year Term subject to two (2) one-year renewal terms.

This contract will comply with applicable City Policy and state of Texas law, including Local Government Code 252, as well as Federal requirements and regulations for use of ARPA funding. Funding will be provided from the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program and compliance with legal, regulatory, and other requirements including, but not limited to, Uniform Administrative Requirements, Allowable Costs/Cost Principles, and Administrative Costs must be adhered to by the Contractor. Contractor must complete and submit required forms as provided in Exhibit A.

INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

The term of this Agreement will commence on the Effective Date and will continue for one a (1) year term, unless sooner terminated as provided herein. The contract may be extended for up to four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect. This option, if exercised, is to be executed in the form of an Authorization of Change in Services, Exhibit B, to be issued no sooner than ninety days (90) prior to expiration of this contract, nor later than the final day of the contract period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause the contract to expire on the original or mutually agreed upon date.

The Above Contract Number Must Appear On All Correspondence, Invoices, Packing Sheets, and Bills Of Lading. Email invoices directly to: cosmap@sanmarcostx.gov

By signing below, the parties agree to the terms and conditions set out in the following documents which constitute the contract between

the parties to be applied in the following order in the event of conflict of terms: 1) this Contract Award Form; DIR Contract #DIR-CPO-4863; the Standard Terms and Conditions of the City of San Marcos found at sanmarcostx.gov/StandardTermsandConditions which apply to every term or condition for which the Cooperative Purchasing Contract does not address the matter as between these parties; or 2) allows for different terms and conditions to be negotiated by these parties; and the quote document, Exhibit C, (which shall control terms of scope and price).

AUTHORIZED CITY OF SAN MARCOS SIGNATURE:	AUTHORIZED CONTRACTOR SIGNATURE:
Stephanie Reyes, City Manager Date:	Joe White Date:

- Exhibit A – Federal State and Local Required Provisions
- Exhibit B – Authorization for Change in Services form
- Exhibit C – Freeit Data Solutions Quote