



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

April 8, 2024

Commissioners Court
Harris County, Texas

RE: State of Texas Department of Information Resources (DIR) Cooperative Contract

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) and the first of three (3) renewal option(s) for the following:

Description: LinkedIn Talent Solutions Software for Harris County

Vendor(s): Carahsoft Technology Corporation

Amount: \$ 53,746 previously approved funds for the term 06/28/2023 - 06/27/2024
164,615 additional funds for the term 06/28/2024 - 06/27/2025
\$ 218,361

Reviewed By: • Harris County Purchasing • Toll Road Authority

The First Amendment adds three (3) one-year renewal options and increases funding. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

DT
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 23, 2024

**FIRST AMENDMENT TO ADDENDUM
TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND
CARAHSOFT TECHNOLOGY CORPORATION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through Harris County Toll Road Authority (“Department”), and Carahsoft Technology Corporation (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On June 27, 2023, the County entered into an agreement with the Contractor to access LinkedIn Talent Solutions software for the Department (the “Services”) procured in accordance with the State of Texas DIR contract # DIR-TSO-4288.

Contractor represents it is capable and willing to provide the Services.

Both the County and Contractor desire to amend the agreement for the First Amendment to extend the term and provide additional funds (“First Amendment”).

Terms

I.

The State of Texas DIR contract # DIR-TSO-4288 (the “Master Agreement”) is incorporated herein as though attached hereto word for word. In the event of any conflict between the Master Agreement and this Addendum, this Addendum shall control.

II.

The term of the Agreement is hereby amended to include three one (1) year renewals for an additional twelve (12) months each (from June 28, 2024 through June 27, 2025, June 28, 2025 through June 27, 2026 and June 28, 2026 through June 27, 2027). If the renewal is exercised the value of the renewal will be equal to \$54,871.67 per year.

III.

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Amendment, and the total maximum sum that the County shall become liable to pay Contractor under this Amendment for the Services, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Hundred Eighteen Thousand Three Hundred and Fifty-Eight and Thirty-one Hundreths (\$218,358.31). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Amendment is limited to said sum; and when all the funds are expended, Contractor's sole and exclusive remedy shall be to terminate this Amendment.

IV.

It is expressly understood and agreed that the Agreement is attached to this First Amendment and incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this First Amendment shall control.

V.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written and subsequently amended.

VI.

Execution, Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

[EXECUTION PAGE FOLLOWS]

CARAHSOFT TECHNOLOGY
CORPORATION

By: Sean Hiebert
Name: Sean Hiebert
Title: Partner Alliance Manager
Date: 3/18/24

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: Marcy Linebarger
Marcy Linebarger
Senior Assistant County Attorney
C.A. File 24GEN0432

EXHIBIT A

Quote

(follows behind)

Carahsoft Technology Corp.



11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Roxana Sibrian
 Harris County Toll Road Authority
 7701 Wilshire Pl Dr
 Houston, TX 77040 USA

FROM: Debby Gatto
 LinkedIn Government at Carahsoft
 11493 Sunset Hills Road
 Reston, Virginia 20190

EMAIL: roxana.sibrian@hctra.org

EMAIL: Debby.Gatto@carahsoft.com

PHONE: (713) 587-7951

PHONE: (571) 662-3012

FAX: (703) 871-8505

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: 39705272
QUOTE DATE: 01/24/2024
QUOTE EXPIRES: 06/27/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$164,615.01
TOTAL QUOTE: \$164,615.01

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
RENEWAL OPTION 1 YEAR					
1	LCPEBL0XX-1601-265	LinkedIn Next Gen Career Pages Enterprise - Basic + 300,000 Impressions, Single View, Basic Analytics - 12 Months LinkedIn - LCPEBL0XX-1601 Start Date: 06/28/2024 End Date: 06/27/2025	\$14,465.2719	TX DIR 1	\$14,465.27
2	JWRXX02-1302-679	Job Wrapping (11-20 slots) Client's jobs will automatically be wrapped from one source to LinkedIn job slots LinkedIn - JWRXX02-1302 Start Date: 06/28/2024 End Date: 06/27/2025	\$2,893.0564	TX DIR 1	\$2,893.06
3	JBSRUT020-679	Job Slots 11-20 Reserved annual job posting with ability to change, update, remove on demand. LinkedIn - JBSRUT020 Start Date: 06/28/2024 End Date: 06/27/2025	\$1,591.1851	TX DIR 11	\$17,503.04
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: 06/28/2024 End Date: 06/27/2025	\$0.0000	OM 2	\$0.00
5	NRCRUI02-679	Recruiter - Corporate (1-2 Seats) 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 - NRCRUI02 Start Date: 06/28/2024 End Date: 06/27/2025	\$10,005.1500	TX DIR 2	\$20,010.30
RENEWAL OPTION 1 YEAR SUBTOTAL:					\$54,871.67

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
YEAR 2							
6	LCPEBLOXX-1601-265	LinkedIn Next Gen Career Pages Enterprise - Basic + 300,000 Impressions, Single View, Basic Analytics - 12 Months LinkedIn - LCPEBLOXX-1601 Start Date: 06/28/2025 End Date: 06/27/2026		\$14,465.2719	TX DIR	1	\$14,465.27
7	JWRXX02-1302-679	Job Wrapping (11-20 slots) Client's jobs will automatically be wrapped from one source to LinkedIn job slots LinkedIn - JWRXX02-1302 Start Date: 06/28/2025 End Date: 06/27/2026		\$2,893.0564	TX DIR	1	\$2,893.06
8	JBSRUT020-679	Job Slots 11-20 Reserved annual job posting with ability to change, update, remove on demand. LinkedIn - JBSRUT020 Start Date: 06/28/2025 End Date: 06/27/2026		\$1,591.1851	TX DIR	11	\$17,503.04
9	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: 06/28/2025 End Date: 06/27/2026		\$0.0000	OM	2	\$0.00
10	NRCRUI02-679	Recruiter - Corporate (1-2 Seats) 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 - NRCRUI02 Start Date: 06/28/2025 End Date: 06/27/2026		\$10,005.1500	TX DIR	2	\$20,010.30
YEAR 2 SUBTOTAL:							\$54,871.67
YEAR 3							
11	LCPEBLOXX-1601-265	LinkedIn Next Gen Career Pages Enterprise - Basic + 300,000 Impressions, Single View, Basic Analytics - 12 Months LinkedIn - LCPEBLOXX-1601 Start Date: 06/28/2026 End Date: 06/27/2027		\$14,465.2719	TX DIR	1	\$14,465.27
12	JWRXX02-1302-679	Job Wrapping (11-20 slots) Client's jobs will automatically be wrapped from one source to LinkedIn job slots LinkedIn - JWRXX02-1302 Start Date: 06/28/2026 End Date: 06/27/2027		\$2,893.0564	TX DIR	1	\$2,893.06
13	JBSRUT020-679	Job Slots 11-20 Reserved annual job posting with ability to change, update, remove on demand. LinkedIn - JBSRUT020 Start Date: 06/28/2026 End Date: 06/27/2027		\$1,591.1851	TX DIR	11	\$17,503.04
14	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: 06/28/2026 End Date: 06/27/2027		\$0.0000	OM	2	\$0.00



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
15	NRCRUI02-679	Recruiter - Corporate (1-2 Seats) 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 - NRCRUI02 Start Date: 06/28/2026 End Date: 06/27/2027		\$10,005.1500	TX DIR 2	\$20,010.30
YEAR 3 SUBTOTAL:						\$54,871.67
SUBTOTAL:						\$164,615.01
TOTAL PRICE:						\$164,615.01
TOTAL QUOTE:						\$164,615.01

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

*** This is a multi-year agreement, invoiced annually. Please reference all 3 years on your Purchase Order. ***

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

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2024 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO
THE AGREEMENT BETWEEN HARRIS COUNTY AND
CARAHSOFT TECHNOLOGY CORPORATION**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an addendum to an agreement between Harris County and Carahsoft Technology Corporation; to provide access to LinkedIn Talent Solutions software for the Toll Road Authority; for a not-to-exceed amount of Two Hundred Eighteen Thousand Three Hundred and Fifty-Eight and Thirty-one Hundreths (\$218,358.31); said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.