

Government Price Quotation



Qualtrics at Carahsoft

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



TO: Bill Michielsen
 Public Health Manager
 Yamhill County Public Health
 627 NE Evans Rd
 McMinnville, OR 97128 USA

FROM: Michelle Gomez-Colon
 Qualtrics at Carahsoft
 11493 Sunset Hills Road
 Reston, Virginia 20190

EMAIL: michielsenw@co.yamhill.or.us

EMAIL: Michelle.Gomez-Colon@carahsoft.com

PHONE: (503) 434-7525

PHONE: (571) 662-3354

FAX: (703) 871-8505

TERMS: Contract Number: 9412
 NASPO Master Contract Number: AR2472
 Contract Term: 04/01/2019 to 09/16/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 34372135
QUOTE DATE: 06/16/2022
QUOTE EXPIRES: 07/16/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$14,972.87

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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Qualtrics Terms of Service: <https://www.qualtrics.com/terms-of-service/>

TERMS & CONDITIONS

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice. Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized. Software total above does not include any additional services fees that may be applicable.

- *** Please reference Carahsoft Quote Number 34372135 on a resulting purchase order.
- *** By providing a PO, customer is hereby agreeing to the terms and conditions outlined within the order form below.
- *** All invoices are due NET 30. Invoices are not subject to acceptance of the services and are due upon receipt of a Carahsoft invoice. Any changes to the payment schedule must be mutually agreed to by the agency and Carahsoft.

Includes:

- Enterprise Advanced - User : Includes up to 5
- CoreXM SMS Text Reserve : 50000
- Enterprise Advanced - Responses : up to 5000
- Enterprise Advanced - Additional Responses : up to 10000



Order Form

Parties:	Carahsoft Technology Corp 11493 Sunset Hills Rd Reston, VA 20190 United States ("Carahsoft")	County of Yamhill 535 Ne 5th St Mcminnville, OR 97128 United States ("Customer")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of-service/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	<ul style="list-style-type: none">- Service Level Exhibit- Fees Exhibit- Cloud Service Exhibit- Professional Services Exhibit(s)	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		



Order Form

Service Level Exhibit

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

Order Form

Fees Exhibit

License Details

Start Date	End Date	Term in Months
14-Jun-2022	13-Jun-2023	12

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
14-Jun-2022 TO 13-Jun-2023	Cloud Professional	\$13,684.21 \$1,288.66	Effective Date	Net 30	#34372135
Total		USD \$14,972.87			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal at least 30 days prior to the end of the term.

[Description of Services on following page]

Order Form

YEAR 1
#34372135

CLOUD SERVICE

CoreXM Use-Case

Enterprise Advanced - User : Includes up to 5

CoreXM SMS Text Reserve : 50000

Enterprise Advanced - Responses : up to 5000

Enterprise Advanced - Additional Responses : up to 10000

Professional Services Exhibit

Customer agrees that Carahsoft may use subcontractors to deliver any portion(s) of the Project at Carahsoft's discretion. Carahsoft currently intends to use Red Pepper Software - NORTH AMERICA. Qualtrics will provide notice to Customer if the delivery subcontractor changes.

1. Definitions

- a. "Delivery Team" refers to the set of resources assigned for fulfillment of project scope.
- b. "Project" refers to the project that is the accumulation of Deliverables to be provided under this Professional Services Exhibit.
- c. "Standard Business Hours" are 0900 to 1700 hours according to the following regions:
 1. Americas: Mountain Time (Salt Lake City)
 2. Europe: Greenwich Mean Time (Dublin)
 3. Asia Pacific: Australian Eastern Time (Sydney)

2. Project Scope

1. Kickoff Call & Project Duration
 1. Delivery Team will coordinate with Customer to schedule a Project kickoff call, which will last up to 1 hour and will cover the following components:
 1. Key Delivery Team and Customer contacts
 2. Project objectives and requirements
 3. Suggested training materials, and timeline for project launch
 2. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer's milestones. If Customer elects to not hold kickoff call, project timeframe begins at day of first contact with Delivery Team.
 3. It is estimated that the Project will begin Within a week after this agreement has been fully executed.
 4. Project Duration will be 12 weeks.
- b. Pre-Launch Check-In
 - i. Prior to program launch, Customer will coordinate with Delivery Team to schedule a pre-launch check-in. This call will last up to 1 hour and will cover the following components:
 1. Walk through of configured project, which will be done via screen-share
 2. Recommended changes or areas for improvement, as applicable
 3. Final pre-launch project questions
 4. Next steps for project launch
- c. Consulting Hours
 - i. Including the Kickoff Call (2a) and Pre-Launch Check-In (2b), Delivery Team will be available for a total of 8 consulting hours to be used during the defined project duration. These hours may be used for any of the following activities:
 1. Guidance on project structure and design

2. Guidance on project configuration
 3. General project status calls
 4. Research and respond to emailed questions
- ii. Consulting hours are intended to be used for project-specific guidance. Any support required beyond the included hours may require a new, signed order form with additional fees. For general product questions, we recommend using the online resources at qualtrics.com/support or contacting the Qualtrics Support team. These services do not count towards consulting hours.

3. Responsibilities

a. Delivery Team Responsibilities

- i. For projects that involve a new license setup, provides initial configuration of license and Qualtrics account, including creation of up to 3 brand administrator users.
- ii. The purpose of the Project is to train Customer to be able to manage the program when the Project is complete. As such, the Delivery Team does not perform full setup and configuration of Qualtrics as a full-service implementation.

b. Customer Responsibilities

- i. Engages actively throughout the Project, following a cadence decided with Delivery Team during kickoff call; changes or cancellations of any meetings require 24 hours' notice in order to avoid forfeiture of allotted time.
- ii. Maintains all features included in the license after the implementation period, including any updates to Deliverables created during the Project, as well as the creation of any new Deliverables, including surveys and dashboards.
- iii. For projects that involve a new license setup, provides required information for setup of brand administrator accounts; brand administrator users may create additional user accounts and manage access to the license, in accordance with any limitations specified in the license terms.

4. Governance

- a. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or videoconference.
- b. For the duration of the Project, Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.

5. Third Party Vendors and Products

- a. Customer remains responsible for their own vendors and third parties providing services related hereto.
- b. Delivery Team is not responsible for third party products obtained by Customer.

6. Change Orders

- a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.
- b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a "Change Order"). Each Change Order complying with this Section will be considered an amendment to this Order Form.

Accepted by Yamhill County
Board of Commissioners on
7-21-2022 by Board Order
22-242