

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM FOR THE PURCHASE AND RESALE OF LICENCES FOR INOVAH SOFTWARE AND FOR INSTALLATION OF SAME

THIS ADDENDUM is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Dell Marketing, L.P., ("Dell"), a company authorized to conduct business in the State of Texas.

WHEREAS, County desires to purchase iNovah ERM software and installation services from Dell, as described in Quote number 1024319157524.1 ("Services") attached hereto as "Exhibit A" and incorporated by reference;

WHEREAS, the parties agree to be bound by the terms of the executed contract between Dell and Texas Department of Information Resources, DIR Contract #DIR-SDD-1951 ("DIR-SDD-1951") through the term of this Agreement, not the termination date of DIR-SDD-1951;

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Scope of Services.** Dell shall render the Services described in Exhibit A.
2. **Personnel.** Dell agrees to bind every subcontractor, and every subcontractor will agree to be bound, by the terms of this Agreement and DIR-SDD-1951 as far as applicable to the subcontractor's work, unless specifically noted to the contrary in a separate agreement approved and executed in writing by County and subcontractor.
3. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
4. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
5. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
6. **Term.** The term of the Agreement shall commence upon execution by County and expire one (1) year from that date.
7. **Confidential Information.** Dell expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Dell shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

8. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Dell for any reason are hereby deleted.
9. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Dell in any way associated with the Agreement.
10. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
11. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
12. **Travel.** All travel expenses incurred by Dell or Dell's subcontractors arising from the performance of Services under the Agreement shall be paid by County, only in accordance with County's Travel Policy. Receipts evidencing travel related expenditures made by Dell or Dell's subcontractors shall be submitted to the County Auditor's Office:
Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701,
Richmond, TX 77469
13. **Conflict.** In the event of is a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective as dated below.

FORT BEND COUNTY

Robert Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

DELL MARKETING, L.P.

Authorized Agent – Signature

Cynthia B. Radel
Authorized Agent- Printed Name

Contract Program Manager, Legal
Title

Date

2/10/17

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A



Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$339,186.33

Quote number:
1024319157524.1

Quote date:
Jan. 11, 2017

Quote expiration: Feb.
10, 2017

Company name:
FORT BEND COUNTY

Customer number:
103291624

Phone:
(281) 341-4570

Sales rep information:
Jared Whitehurst
Jared.Whitehurst@Dell.com
(800) 456-3355
Ext: 7135062

Bill to:
FORT BEND COUNTY AUDITOR
301 JACKSON ST
RICHMOND, TX 77469-3108, US
(281) 341-4570

Pricing Contract:
DIR-SDD-1951

Pricing Summary

Item	Qty	Unit price	Subtotal
TX FORT BEND SYSTEM INNOVATORS INOVAH ENTERPRISE LICENSE 250K ANNUAL RECEIPTS	1	\$107,500.00	\$107,500.00
TX FORT BEND SYSTEM INNOVATORS INOVAH ENT LICENSE CHASE PAYMENT ECH CREDIT CARD	1	\$30,000.00	\$30,000.00
TX FORT BEND SYSTEM INNOVATORS INOVAH ENT LICENSE G/L UPDATE TO FINANCIAL SYS	1	\$15,000.00	\$15,000.00
TX FORT BEND SYSTEM INNOVATORS PRO SVCS PROJECT INITIATION ONSITE SVCS	1	\$13,500.00	\$13,500.00
TX FORT BEND SYS INNOVATORS PRO SVCS ANALYSIS/DESIGN OF INOVAH W/CC ONSITE SVCS	1	\$28,620.00	\$28,620.00
TX FORT BEND SYS INNOVATORS PRO SVCS INOVAH CONFIGUR/CC PROC ONSITE SVCS	1	\$30,960.00	\$30,960.00
TX FORT BEND SYS INNOVATORS PRO SVCS INOVAH SOLUTION TESTING AR ONSITE SVCS	1	\$28,350.53	\$28,350.53
TX FORT BEND SYS INNOVATORS PRO SVCS DEPLOYMENT TO PRODUCTION ONSITE SVCS	1	\$21,870.53	\$21,870.53
TX FORT BEND SYS INNOVATORS PRO SVCS TRANSITION SUPPORT ONSITE SVCS	1	\$10,260.00	\$10,260.00
TX FORT BEND SYS INNOVATORS TRAVEL AND ACCOMMODATIONS PACKAGE	1	\$15,000.00	\$15,000.00
TX FORT BEND SYSTEM INNOVATORS BASE INOVAH PRODUCT/UPDATES ANNUAL SUPP/MNT YR1	1	\$26,874.74	\$26,874.74
TX FORT BEND SYSTEM INNOVATORS BASE INTERFACE MDLES CHASE CC ANNUAL SUPP/MNT YR1	1	\$7,500.00	\$7,500.00
TX FORT BEND SYS INNOVATORS BASE INTERFACE MDLES LAWSON BTCH ANNUAL SUPP/MNT YR1	1	\$3,750.53	\$3,750.53
Subtotal:			\$339,186.33
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$0.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$339,186.33

Shipping Group 1

Shipping Contact: RECVING DEPT		Shipping phone: (281) 341-4570	Shipping via: Standard Ground	Shipping Address: FORT BEND COUNTY AUDITOR 301 JACKSON ST RICHMOND, TX 77469-3108 US	
SKU	Description	Qty	Unit Price	Subtotal	
	TX FORT BEND SYSTEM INNOVATORS INOVAH ENTERPRISE LICENSE 250K ANNUAL RECEIPTS	1	\$107,500.00	\$107,500.00	
A9473346	Contract Code: 42AFU TX FORT BEND SYSTEM INNOVATORS INOVAH ENTERPRISE LICENSE 250K ANNUAL RECEIPTS	1	-	-	
	TX FORT BEND SYSTEM INNOVATORS INOVAH ENT LICENSE CHASE PAYMENT ECH CREDIT CARD	1	\$30,000.00	\$30,000.00	
A9473347	Contract Code: 42AFU TX FORT BEND SYSTEM INNOVATORS INOVAH ENT LICENSE CHASE PAYMENT ECH CREDIT CARD	1	-	-	
	TX FORT BEND SYSTEM INNOVATORS INOVAH ENT LICENSE G/L UPDATE TO FINANCIAL SYS	1	\$15,000.00	\$15,000.00	
A9470357	Contract Code: 42AFU TX FORT BEND SYSTEM INNOVATORS INOVAH ENT LICENSE G/L UPDATE TO FINANCIAL SYS	1	-	-	
	TX FORT BEND SYSTEM INNOVATORS PRO SVCS PROJECT INITIATION ONSITE SVCS	1	\$13,500.00	\$13,500.00	
A9470356	Contract Code: 42AFU TX FORT BEND SYSTEM INNOVATORS PRO SVCS PROJECT INITIATION ONSITE SVCS	1	-	-	
	TX FORT BEND SYS INNOVATORS PRO SVCS ANALYSIS/DESIGN OF INOVAH W/CC ONSITE SVCS	1	\$28,620.00	\$28,620.00	
A9473348	Contract Code: 42AFU TX FORT BEND SYS INNOVATORS PRO SVCS ANALYSIS/DESIGN OF INOVAH W/CC ONSITE SVCS	1	-	-	
	TX FORT BEND SYS INNOVATORS PRO SVCS INOVAH CONFIGUR/CC PROC ONSITE SVCS	1	\$30,960.00	\$30,960.00	
A9473349	Contract Code: 42AFU TX FORT BEND SYS INNOVATORS PRO SVCS INOVAH CONFIGUR/CC PROC ONSITE SVCS	1	-	-	
	TX FORT BEND SYS INNOVATORS PRO SVCS INOVAH SOLUTION TESTING AR ONSITE SVCS	1	\$28,350.53	\$28,350.53	
A9473350	Contract Code: 42AFU TX FORT BEND SYS INNOVATORS PRO SVCS INOVAH SOLUTION TESTING AR ONSITE SVCS	1	-	-	
	TX FORT BEND SYS INNOVATORS PRO SVCS DEPLOYMENT TO PRODUCTION ONSITE SVCS	1	\$21,870.53	\$21,870.53	
A9470353	Contract Code: 42AFU TX FORT BEND SYS INNOVATORS PRO SVCS DEPLOYMENT TO PRODUCTION ONSITE SVCS	1	-	-	

SKU	Description	Qty	Unit Price	Subtotal
	TX FORT BEND SYS INNOVATORS PRO SVCS TRANSITION SUPPORT ONSITE SVCS	1	\$10,260.00	\$10,260.00
A9470352	Contract Code: 42AFU TX FORT BEND SYS INNOVATORS PRO SVCS TRANSITION SUPPORT ONSITE SVCS	1	-	-
	TX FORT BEND SYS INNOVATORS TRAVEL AND ACCOMMODATIONS PACKAGE	1	\$15,000.00	\$15,000.00
A9470350	Contract Code: 42AFU TX FORT BEND SYS INNOVATORS TRAVEL AND ACCOMMODATIONS PACKAGE	1	-	-
	TX FORT BEND SYSTEM INNOVATORS BASE INOVAH PRODUCT/UPDATES ANNUAL SUPP/MNT YR1	1	\$26,874.74	\$26,874.74
A9499034	Contract Code: 42AFU TX FORT BEND SYSTEM INNOVATORS BASE INOVAH PRODUCT/UPDATES ANNUAL SUPP/MNT YR1	1	-	-
	TX FORT BEND SYSTEM INNOVATORS BASE INTERFACE MDLES CHASE CC ANNUAL SUPP/MNT YR1	1	\$7,500.00	\$7,500.00
A9470349	Contract Code: 42AFU TX FORT BEND SYSTEM INNOVATORS BASE INTERFACE MDLES CHASE CCANNUAL SUPP/MNT YR1	1	-	-
	TX FORT BEND SYSTEM INNOVATORS BASE INTERFACE MDLES CHASE CC ANNUAL SUPP/MNT YR1	1	\$7,500.00	\$7,500.00
A9470349	Contract Code: 42AFU TX FORT BEND SYSTEM INNOVATORS BASE INTERFACE MDLES CHASE CCANNUAL SUPP/MNT YR1	1	-	-
	TX FORT BEND SYS INNOVATORS BASE INTERFACE MDLES LAWSON BTCH ANNUAL SUPP/MNT YR1	1	\$3,750.53	\$3,750.53
A9470348	Contract Code: 42AFU TX FORT BEND SYS INNOVATORS BASE INTERFACE MDLES LAWSON BTCH ANNUAL SUPP/MNT YR1	1	-	-

Subtotal:	\$339,186.33
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$339,186.33

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:
2017-161813

Date Filed:
02/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dell Marketing, L.P.
Round Rock, TX 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.

13756
Cash Receipt Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dell, Michael	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

PAULA MARIE BECK
Notary Public, Muskegon Co., Michigan
My Commission Expires 11/02/2020
Acting in the County of Muskegon

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cynthia B. Radel, this the 3rd day of February, 20 17, to certify which, witness my hand and seal of office.

Paula Marie Beck Paula Marie Beck Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath