

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Mark III Systems may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Mark III Systems, County shall notify Mark III Systems no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. 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. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** Mark III Systems clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Ninety-Five Thousand, Two Hundred Twenty-Four and 00/100 dollars (\$95,224.00), specifically allocated to fully discharge any and all liabilities County may incur. Mark III Systems does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Mark III Systems may become entitled to and the total maximum sum that County may become liable to pay to Mark III Systems shall not under any conditions, circumstances, or interpretations thereof exceed Ninety-Five Thousand, Two Hundred Twenty-Four and 00/100 dollars (\$95,224.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** Mark III Systems 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 Mark III Systems 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Mark III Systems expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any

provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **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 Mark III Systems for any reason are hereby deleted. Mark III Systems shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Mark III Systems, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Mark III Systems or any of Mark III Systems' agents, servants or employees.
7. **Applicable Law; Arbitration; Attorney Fees.** 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. 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. County does not agree to pay any and/or all attorney fees incurred by Mark III Systems in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Mark III Systems hereby verifies that Mark III Systems and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Mark III Systems does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Mark III Systems does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Mark III Systems does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm

trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, MARK III SYSTEMS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Mark III Systems may use County's name without County's prior written consent only in any of Mark III Systems' customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** Mark III Systems warrants to County that Mark III Systems has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Mark III Systems will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Mark III Systems warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and requirements of Contract No. DIR-TSO-4299.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-TSO-4299, then the terms and conditions of DIR Contract No. DIR-TSO-4299 controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from Mark III Systems in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
18. **Personnel.** Mark III Systems represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Mark III Systems shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Mark III Systems shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Mark III Systems or agent of Mark III Systems who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, Mark III Systems shall comply with, and ensure that all Mark III Systems Personnel comply with, all rules, regulations and policies of County that are communicated to Mark III Systems in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Compliance with Laws.** Mark III Systems shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Mark III Systems shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
20. **Confidential Information.** Mark III Systems acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Mark III Systems or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Mark III Systems shall be treated with respect to confidentiality in the same manner as the Confidential

Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Mark III Systems) publicly known or is contained in a publicly available document; (b) is rightfully in Mark III Systems' possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Mark III Systems who can be shown to have had no access to the Confidential Information.

Mark III Systems agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Mark III Systems uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Mark III Systems shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Mark III Systems shall advise County immediately in the event Mark III Systems learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Mark III Systems will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Mark III Systems against any such person. Mark III Systems agrees that, except as directed by County, Mark III Systems will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Mark III Systems will promptly turn over to County all documents, papers, and other matter in Mark III Systems' possession which embody Confidential Information.

Mark III Systems acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Mark III Systems acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Mark III Systems in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

21. Termination.

21.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

- 21.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
- (a). If Mark III Systems fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If Mark III Systems materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 21.3. If, after termination, it is determined for any reason whatsoever that Mark III Systems was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 21.1 above.
- 21.4. Upon termination of this Agreement, County shall compensate Mark III Systems in accordance with § 3, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Mark III Systems' final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.
- 21.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Mark III Systems.
- 21.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 21.7. Upon termination of this Agreement for any reason, if Mark III Systems has any property in its possession belonging to County, Mark III Systems will account for the same, and dispose of it in the manner the County directs.
22. **Independent Contractor.** In the performance of work or services hereunder, Mark III Systems shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Mark III Systems or, where permitted, of its subcontractors. Mark III Systems and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
23. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

24. Insurance.

A. Prior to commencement of the Services, Mark III Systems shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Mark III Systems shall provide certified copies of insurance endorsements and/or policies if requested by County. Mark III Systems shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Mark III Systems shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:
 - (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.
 - (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services,

including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Mark III Systems shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
 - C. If required coverage is written on a claims-made basis, Mark III Systems warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. Mark III Systems shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Mark III Systems.
25. **Remote Access.** As applicable, if Mark III Systems requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Mark III Systems' Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Mark III Systems is granted remote access to County Systems:
- (A). Mark III Systems will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). Mark III Systems will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Mark III Systems will not access County Systems via unauthorized methods.
 - (C). Mark III Systems' remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Mark III Systems to conduct their services and/or provide Services to County pursuant to this Agreement.

- (E). Mark III Systems will allow only its Workforce approved in advance by County to access County Systems. Mark III Systems will promptly notify County whenever an individual member of Mark III Systems' Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Mark III Systems will keep a log of access when its Workforce remotely accesses County Systems. Mark III Systems will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Mark III Systems' Workforce is provided with remote access to County Systems, then Mark III Systems' Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Mark III Systems to comply with this Section may result in Mark III Systems and/or Mark III Systems' Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Mark III Systems, is under the direct control of Mark III Systems, whether or not they are paid by Mark III Systems and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

26. Notices.

- 26.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 26.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Information Technology Director

301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Mark III Systems – Government Solutions, LLC
Attn: _____
3600 S. Gessner Road, Suite 170
Houston, Texas 77063

26.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 26.1 and 26.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

26.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

26.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

MARK III SYSTEMS – GOVERNMENT SOLUTIONS, LLC

KP George, County Judge

Stanley Wysocki

Authorized Agent – Signature

Date

__Stan Wysocki____

Authorized Agent- Printed Name

ATTEST:

__President____

Title

Laura Richard, County Clerk

__2/22/2023____

Date

REVIEWED:

Robyn Doughtie

Information Technology Office

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: Mark III Systems’ Quote (Quote Nos: PP021523 and PP020823)

Exhibit A

Mark III Systems - Government Solutions
Phuc Pham
Inside Sales Representative
phuc.pham@markiiisys.com
Phone: 713-559-1438



Texas HUB Certificate/VID # 1834682297800
Texas HUB File/Vendor Number: 518097

Quote# PP021523 - Fort Bend - Req# 222495 - M3 Install Services
Revision# Original
Date: 15-Feb-23
Quote Expires 14-Mar-23

Customer: Fort Bend County
Name: Clay Elliott
Phone Number: (281) 341-4588
Email: Clay.Elliott@fortbendcountytx.gov

Part Number	Product Description	Qty	Unit Price	Extended Price
M3SERVICE	Mark III Services Mark III Systems Onsite Installation of (4) VxRail E660F Systems	1	\$7,500.00	\$7,500.00
			Quote Total	\$7,500.00

Mark III Systems - Government Solutions
 Phuc Pham
 Inside Sales Representative
phuc.pham@markiii.com
 Phone: 713-559-1438



Texas HUB Certificate/VID # 1834682297800
 Texas HUB File/Vendor Number: 518097

DIR-TSO-4299

Quote#	PP020823 - Fort Bend - Req 219803 - VxRail Jane Long Co-term Renewals	125126236-1
Revision#	Original	
Date:	8-Feb-23	
Quote Expires	7-Mar-23	

Customer:	Fort Bend County
Name:	Sarah Sanchez
Phone Number:	281-341-6644
Email:	Sarah.Sanchez@fortbendcountytx.gov

Part Number	Service HW Part#	Product Description	Qty	Serial#	Start Date	End Date	Unit Price	Extended Price
DIR-TSO-4299								
PROSUPPORT PLUS 4HR/MC	SYSE5602VENTF	VXRAIL 14G E560 1U1N 25 NVME ENT AF	1	DE300190422538	2/1/2023	12/1/2023	\$1,375.00	\$1,375.00
PROSUPPORT PLUS 4HR/MC	258HPFANE560165GR	VXRAIL-500 25 8 HIGH PERF FAN 165W/GR	1		2/1/2023	12/1/2023	\$19.00	\$19.00
PROSUPPORT PLUS 4HR/MC	25E560HSDM165GR	VXRAIL-500 25 E560 165GR HTK DIMM BLNK	1		2/1/2023	12/1/2023	\$3.00	\$3.00
PROSUPPORT PLUS 4HR/MC	CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F	2		2/1/2023	12/1/2023	\$140.00	\$280.00
PROSUPPORT PLUS 4HR/MC	CAPSSDSAS3.84TBF	VXR 3.84TB CAPACITY SAS 2.5IN SSD F	4		2/1/2023	12/1/2023	\$257.00	\$1,028.00
PROSUPPORT PLUS 4HR/MC	INSTKTSFPAP	HCIA INSTALL KIT 10GBE SFP+ AF	1		2/1/2023	12/1/2023	\$4.00	\$4.00
PROSUPPORT PLUS 4HR/MC	INSTLCTRYUSAFR640F	VXRAIL-500 USA SHIPMOD F	1		2/1/2023	12/1/2023	\$6.00	\$6.00
PROSUPPORT PLUS 4HR/MC	MEMLDM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	12		2/1/2023	12/1/2023	\$73.00	\$876.00
PROSUPPORT PLUS 4HR/MC	NDCX710QP10GBSFPAP	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	1		2/1/2023	12/1/2023	\$62.00	\$62.00
PROSUPPORT PLUS 4HR/MC	PROGD614215F	VXR INTEL CPU GD 6142 3.2G 12C 24T 15 F	1		2/1/2023	12/1/2023	\$364.00	\$364.00
PROSUPPORT PLUS 4HR/MC	PROGD614225F	VXR INTEL CPU GD 6142 3.2G 16C 32T 25 F	1		2/1/2023	12/1/2023	\$364.00	\$364.00
PROSUPPORT PLUS 4HR/MC	PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	1		2/1/2023	12/1/2023	\$57.00	\$57.00
PROSUPPORT PLUS 4HR/MC	RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CNFIG2 LP	1		2/1/2023	12/1/2023	\$2.00	\$2.00
PROSUPPORT PLUS 4HR/MC	RRAIKIT1U1NCMAAF	VXRAIL-500 A7 RRALS II WITH CMA 1U1N AF	1		2/1/2023	12/1/2023	\$14.00	\$14.00
PROSUPPORT PLUS 4HR/MC	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	1		2/1/2023	12/1/2023	\$4.00	\$4.00
ProSupport Plus MC Software	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA #B	1		2/1/2023	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-113-809	VXRAIL VMWARE VSAENTERPRISE 3Y MAINT+HG	1		2/1/2023	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT+HG	1		2/1/2023	12/1/2023	\$738.00	\$738.00
ProSupport Plus MC Software	456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT+HG	1		2/1/2023	12/1/2023	\$738.00	\$738.00
ProSupport Plus MC Software	VXROS3.84SASF	VXR HCI SYSTEM SOFTWARE(CAP 3.84 SAS)+CF	4		2/1/2023	12/1/2023	\$143.00	\$572.00
ProSupport Plus MC Software	VXROSGDPROCSF	VXRAIL HCI SYSTEM SOFTWARE(G F)+HG	2		2/1/2023	12/1/2023	\$402.00	\$804.00
PROSUPPORT PLUS 4HR/MC	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	2		2/1/2023	12/1/2023	\$0.00	\$0.00
PROSUPPORT PLUS 4HR/MC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	1		2/1/2023	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA #B	1		2/1/2023	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-113-809	VXRAIL VMWARE VSAENTERPRISE 3Y MAINT+HG	1		2/1/2023	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-113-809	VXRAIL VMWARE VSAENTERPRISE 3Y MAINT+HG	1		2/1/2023	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT+HG	1		2/1/2023	12/1/2023	\$738.00	\$738.00
ProSupport Plus MC Software	456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT+HG	1		2/1/2023	12/1/2023	\$738.00	\$738.00
ProSupport Plus MC Software	VXROS3.84SASF	VXR HCI SYSTEM SOFTWARE(CAP 3.84 SAS)+CF	4		2/1/2023	12/1/2023	\$143.00	\$572.00
ProSupport Plus MC Software	VXROSGDPROCSF	VXRAIL HCI SYSTEM SOFTWARE(G F)+HG	2		2/1/2023	12/1/2023	\$402.00	\$804.00
PROSUPPORT PLUS 4HR/MC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	1		2/1/2023	12/1/2023	\$0.00	\$0.00
PROSUPPORT PLUS 4HR/MC	258HPFANE560165GR	VXRAIL-500 25 8 HIGH PERF FAN 165W/GR	1		2/1/2023	12/1/2023	\$19.00	\$19.00
PROSUPPORT PLUS 4HR/MC	25E560HSDM165GR	VXRAIL-500 25 E560 165GR HTK DIMM BLNK	1		2/1/2023	12/1/2023	\$3.00	\$3.00
PROSUPPORT PLUS 4HR/MC	CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F	2		2/1/2023	12/1/2023	\$140.00	\$280.00
PROSUPPORT PLUS 4HR/MC	CAPSSDSAS3.84TBF	VXR 3.84TB CAPACITY SAS 2.5IN SSD F	4		2/1/2023	12/1/2023	\$257.00	\$1,028.00
PROSUPPORT PLUS 4HR/MC	INSTKTSFPAP	HCIA INSTALL KIT 10GBE SFP+ AF	1		2/1/2023	12/1/2023	\$4.00	\$4.00
PROSUPPORT PLUS 4HR/MC	INSTLCTRYUSAFR640F	VXRAIL-500 USA SHIPMOD F	1		2/1/2023	12/1/2023	\$6.00	\$6.00
PROSUPPORT PLUS 4HR/MC	MEMLDM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	12		2/1/2023	12/1/2023	\$73.00	\$876.00
PROSUPPORT PLUS 4HR/MC	NDCX710QP10GBSFPAP	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	1		2/1/2023	12/1/2023	\$62.00	\$62.00
PROSUPPORT PLUS 4HR/MC	PROGD614215F	VXR INTEL CPU GD 6142 3.2G 12C 24T 15 F	1		2/1/2023	12/1/2023	\$364.00	\$364.00
PROSUPPORT PLUS 4HR/MC	PROGD614225F	VXR INTEL CPU GD 6142 3.2G 16C 32T 25 F	1		2/1/2023	12/1/2023	\$364.00	\$364.00
PROSUPPORT PLUS 4HR/MC	PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	1		2/1/2023	12/1/2023	\$57.00	\$57.00
PROSUPPORT PLUS 4HR/MC	RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CNFIG2 LP	1		2/1/2023	12/1/2023	\$2.00	\$2.00
PROSUPPORT PLUS 4HR/MC	RRAIKIT1U1NCMAAF	VXRAIL-500 A7 RRALS II WITH CMA 1U1N AF	1		2/1/2023	12/1/2023	\$14.00	\$14.00
PROSUPPORT PLUS 4HR/MC	SYSE5602VENTF	VXRAIL 14G E560 1U1N 25 NVME ENT AF	1	DE300190422539	2/1/2023	12/1/2023	\$1,375.00	\$1,375.00
PROSUPPORT PLUS 4HR/MC	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	1		2/1/2023	12/1/2023	\$4.00	\$4.00
PROSUPPORT PLUS 4HR/MC	CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F	2		2/1/2023	12/1/2023	\$140.00	\$280.00
PROSUPPORT PLUS 4HR/MC	NDCX710QP10GBSFPAP	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	1		2/1/2023	12/1/2023	\$81.00	\$81.00
PROSUPPORT PLUS 4HR/MC	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	2		2/1/2023	12/1/2023	\$0.00	\$0.00
PROSUPPORT PLUS 4HR/MC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	1		2/1/2023	12/1/2023	\$0.00	\$0.00
PROSUPPORT PLUS 4HR/MC	SYSE5602VENTF	VXRAIL 14G E560 1U1N 25 NVME ENT AF	1	DE300190422350	2/1/2023	12/1/2023	\$1,442.00	\$1,442.00
PROSUPPORT PLUS 4HR/MC	258HPFANE560165GR	VXRAIL-500 25 8 HIGH PERF FAN 165W/GR	1		2/1/2023	12/1/2023	\$20.00	\$20.00
PROSUPPORT PLUS 4HR/MC	25E560HSDM165GR	VXRAIL-500 25 E560 165WL HTK DIMM BLNK	1		2/1/2023	12/1/2023	\$2.00	\$2.00
PROSUPPORT PLUS 4HR/MC	CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F	2		2/1/2023	12/1/2023	\$140.00	\$280.00
PROSUPPORT PLUS 4HR/MC	CAPSSDSAS3.84TBF	VXR 3.84TB CAPACITY SAS 2.5IN SSD F	4		2/1/2023	12/1/2023	\$269.00	\$1,076.00
PROSUPPORT PLUS 4HR/MC	INSTKTSFPAP	HCIA INSTALL KIT 10GBE SFP+ AF	1		2/1/2023	12/1/2023	\$4.00	\$4.00
PROSUPPORT PLUS 4HR/MC	INSTLCTRYUSAFR640F	VXRAIL-500 USA SHIPMOD F	1		2/1/2023	12/1/2023	\$6.00	\$6.00
PROSUPPORT PLUS 4HR/MC	MEMLDM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	12		2/1/2023	12/1/2023	\$77.00	\$924.00
PROSUPPORT PLUS 4HR/MC	NDCX710QP10GBSFPAP	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	1		2/1/2023	12/1/2023	\$65.00	\$65.00
PROSUPPORT PLUS 4HR/MC	PROGD614215F	VXR INTEL CPU GD 6142 3.2G 12C 24T 15 F	1		2/1/2023	12/1/2023	\$339.00	\$339.00
PROSUPPORT PLUS 4HR/MC	PROGD614225F	VXR INTEL CPU GD 6142 3.2G 16C 32T 25 F	1		2/1/2023	12/1/2023	\$339.00	\$339.00
PROSUPPORT PLUS 4HR/MC	PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	1		2/1/2023	12/1/2023	\$60.00	\$60.00
PROSUPPORT PLUS 4HR/MC	RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CNFIG2 LP	1		2/1/2023	12/1/2023	\$2.00	\$2.00
PROSUPPORT PLUS 4HR/MC	RRAIKIT1U1NCMAAF	VXRAIL-500 A7 RRALS II WITH CMA 1U1N AF	1		2/1/2023	12/1/2023	\$14.00	\$14.00
PROSUPPORT PLUS 4HR/MC	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	1		2/1/2023	12/1/2023	\$5.00	\$5.00
ProSupport Plus MC Software	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA #B	1		2/1/2023	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-113-809	VXRAIL VMWARE VSAENTERPRISE 3Y MAINT+HG	1		2/1/2023	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-113-809	VXRAIL VMWARE VSAENTERPRISE 3Y MAINT+HG	1		2/1/2023	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT+HG	1		2/1/2023	12/1/2023	\$738.00	\$738.00
ProSupport Plus MC Software	456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT+HG	1		2/1/2023	12/1/2023	\$738.00	\$738.00
ProSupport Plus MC Software	VXROS3.84SASF	VXR HCI SYSTEM SOFTWARE(CAP 3.84 SAS)+CF	4		2/1/2023	12/1/2023	\$86.00	\$344.00
ProSupport Plus MC Software	VXROSGDPROCSF	VXRAIL HCI SYSTEM SOFTWARE(G F)+HG	2		2/1/2023	12/1/2023	\$242.00	\$484.00
PROSUPPORT PLUS 4HR/MC	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	2		2/1/2023	12/1/2023	\$0.00	\$0.00
PROSUPPORT PLUS 4HR/MC	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	1		2/1/2023	12/1/2023	\$0.00	\$0.00
PROSUPPORT PLUS 4HR/MC	SYSE5602VENTF	VXRAIL 14G E560 1U1N 25 NVME ENT AF	1	DE300194106409	10/4/2022	12/1/2023	\$1,766.00	\$1,766.00
PROSUPPORT PLUS 4HR/MC	258HPFANE560165GR	VXRAIL-500 25 8 HIGH PERF FAN 165W/GR	1		10/4/2022	12/1/2023	\$24.00	\$24.00
PROSUPPORT PLUS 4HR/MC	25E560HSDM165GR	VXRAIL-500 25 E560 165WL HTK DIMM BLNK	1		10/4/2022	12/1/2023	\$3.00	\$3.00
PROSUPPORT PLUS 4HR/MC	CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F	2		10/4/2022	12/1/2023	\$179.00	\$358.00
PROSUPPORT PLUS 4HR/MC	CAPSSDSAS3.84TBF	VXR 3.84TB CAPACITY SAS 2.5IN SSD F	2		10/4/2022	12/1/2023	\$930.00	\$1,860.00
PROSUPPORT PLUS 4HR/MC	INSTKTSFPAP	HCIA INSTALL KIT 10GBE SFP+ AF	1		10/4/2022	12/1/2023	\$5.00	\$5.00
PROSUPPORT PLUS 4HR/MC	INSTLCTRYUSAFR640F	VXRAIL-500 USA SHIPMOD F	1		10/4/2022	12/1/2023	\$7.00	\$7.00
PROSUPPORT PLUS 4HR/MC	MEMLDM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	12		10/4/2022	12/1/2023	\$94.00	\$1,128.00
PROSUPPORT PLUS 4HR/MC	NDCX710QP10GBSFPAP	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	1		10/4/2022	12/1/2023	\$79.00	\$79.00
PROSUPPORT PLUS 4HR/MC	PROGD614215F	VXR INTEL CPU GD 6142 2.6G 16C 32T 15 F	1		10/4/2022	12/1/2023	\$415.00	\$415.00
PROSUPPORT PLUS 4HR/MC	PROGD614225F	VXR INTEL CPU GD 6142 2.6G 16C 32T 25 F	1		10/4/2022	12/1/2023	\$415.00	\$415.00
PROSUPPORT PLUS 4HR/MC	PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	1		10/4/2022	12/1/2023	\$73.00	\$73.00
PROSUPPORT PLUS 4HR/MC	RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CNFIG2 LP	1		10/4/2022	12/1/2023	\$2.00	\$2.00
PROSUPPORT PLUS 4HR/MC	RRAIKIT1U1NCMAAF	VXRAIL-500 A7 RRALS II WITH CMA 1U1N AF	1		10/4/2022	12/1/2023	\$18.00	\$18.00
PROSUPPORT PLUS 4HR/MC	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	1		10/4/2022	12/1/2023	\$6.00	\$6.00
ProSupport Plus MC Software	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA #B	1		10/4/2022	12/1/2023	\$0.00	\$0.00
ProSupport Plus MC Software	456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT+HG	1		10/9/2022	12/1/2023	\$1,013.00	\$1,013.00
ProSupport Plus MC Software	456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT+HG	1		10/9/2022	12/1/2023	\$1,013.00	\$1,013.00
ProSupport Plus MC Software	VXROS3.84SASF	VXR HCI SYSTEM SOFTWARE(C						

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Texas HUB Certificate/VID # 1834682297800
 Texas HUB File/Vendor Number: 518097

DIR-TSO-4299

Quote# PPO20823 - Fort Bend - Req 219796 - VxRail Sheriff Office Co-term Renewals
 Revision# Original
 Date: 8-Feb-23
 Quote Expires 7-Mar-23

125126228-1

Customer: Fort Bend County
 Name: Sarah Sanchez
 Phone Number: 281-341-8641
 Email: Sarah.Sanchez@fortbendcountytx.gov

Part Number	Product Description	Qty	Serial#	Start Date	End Date	Unit Price	Extended Price
DIR-TSO-4299							
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H8NNY2	8/3/2022	12/1/2023	\$2,032.00	\$2,032.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H8NNY2	8/3/2022	12/1/2023	\$3,048.00	\$3,048.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	2	9H8NNY2	8/3/2022	12/1/2023	\$1,901.00	\$3,802.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H8NNY2	8/3/2022	12/1/2023	\$0.00	\$0.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	2	9H8NNY2	8/3/2022	12/1/2023	\$2,561.00	\$5,122.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H7PNY2	8/3/2022	12/1/2023	\$2,032.00	\$2,032.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H7PNY2	8/3/2022	12/1/2023	\$3,048.00	\$3,048.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	2	9H7PNY2	8/3/2022	12/1/2023	\$1,901.00	\$3,802.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H7PNY2	8/3/2022	12/1/2023	\$0.00	\$0.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	2	9H7PNY2	8/3/2022	12/1/2023	\$2,561.00	\$5,122.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H7NNY2	8/3/2022	12/1/2023	\$2,032.00	\$2,032.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H7NNY2	8/3/2022	12/1/2023	\$3,048.00	\$3,048.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	2	9H7NNY2	8/3/2022	12/1/2023	\$1,901.00	\$3,802.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H7NNY2	8/3/2022	12/1/2023	\$0.00	\$0.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	2	9H7NNY2	8/3/2022	12/1/2023	\$2,561.00	\$5,122.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H8MNY2	8/3/2022	12/1/2023	\$2,032.00	\$2,032.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H8MNY2	8/3/2022	12/1/2023	\$3,048.00	\$3,048.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	2	9H8MNY2	8/3/2022	12/1/2023	\$1,901.00	\$3,802.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	1	9H8MNY2	8/3/2022	12/1/2023	\$0.00	\$0.00
HARDWARE MAINTENANCE	VxRail P570d / VxRail V570d Upgrades and	2	9H8MNY2	8/3/2022	12/1/2023	\$2,561.00	\$5,122.00

Quote Total **\$56,016.00**