



Drupal Flexible Support Services

Promet Solutions Inc. dba Promet Source

4809 N. Ravenswood Ave., Suite 126
Chicago, IL 60640

Tax ID: 54-2120954

Duns: 191251136

Cage Code: 6QMZ2

NAICS: 54152

Quote Date: Jul 3, 2024

Quote Expiration September 1, 2024

Customer: Ron Viseh, IT Digital & Content Management Supervisor
[Fort Bend County of Texas](#)

Promet Source Products / Services Available Under **GSA Contract #GS-35F-193CA.**

Proposed Fix Bid & Flex Time Consulting Services + Budget

Promet's proposal includes a fixed cost to accomplish the mutually agreed-upon requirements within the scope of the website migration and redesign project. It also includes flexible hours for annual website support that can be used in conjunction with Promet's other service packages. Services provided flex time may include a wide range of consulting services such as:

- Website migration services
- Drupal site Auditing
- Drupal architecture planning
- Agile project management planning
- Content migration planning
- 3rd party system integration planning
- Drupal module implementation
- Drupal module development
- Quality assurance
- Test plan development
- Drupal Training
- Test results analysis and evaluation
- Strategy and marketing
- Online marketing strategy consulting
- Business use case analysis
- Web and mobile application development
- Project Management
- Drupal development and customization
- Drupal Content Audit & Strategy
- Drupal theme modifications and upgrades
- Web design modifications
- Test case creation and execution

Description of Services	Subtotal
Website Redesign & Migration Services - Fixed Cost	\$164,341.02
Flexible hours Website Support & Maintenance 9/1/2024 and run through 8/31/2025.	\$43,754.40

Payment Terms

- The website redesign and migration services will be invoiced in six installments of \$27,390.17 billed every month starting Sept 1, 2024, and ending on February 1, 2025.
- The flexible block of 360 hours will be invoiced upfront on September 1, 2024.
- The client will pay all undisputed invoices within thirty (30) days unless alternate payment terms are otherwise specified on the invoice.



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

Fax (281) 341-4557

Attorney/Client Privileged Document

REVIEW FORM

On October 1, 2024, the County Attorney's Office reviewed the following:

Promet Solutions Inc. dba Promet Source's Quote, dated July 3, 2024, in the total amount of \$208,095.42, utilizing GSA Contract #GS-35F-193CA, for the purchase of website redesign & migration services, and a block of 360 flexible hours for website support & maintenance services (24-IT-100372-A1).

Comments: Approved as to legal form provided that the Purchase Order contains the following:

1. **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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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.

2. **Human Trafficking.** BY ACCEPTANCE OF PURCHASE ORDER, CONTRACTOR 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.
3. **Applicable Law; Arbitration; Attorney Fees.** By acceptance of Purchase Order, Contractor agrees and understands that: (1) the laws of the State of Texas govern all disputes arising out of or relating to this Purchase Order; (2) venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Purchase Order and Contractor waives the right to sue or be sued elsewhere; (3) nothing in the Purchase Order shall be construed to waive Fort Bend County’s sovereign immunity; (4) Fort Bend County does not agree to submit disputes arising out of the Purchase Order to binding arbitration and any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted; (5) Fort Bend County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with this Purchase Order.
4. **Payment; Taxes; Interest.** By acceptance of Purchase Order, Contractor agrees and understands: (1) payment shall be made by Fort Bend County within thirty (30) days of receipt of invoice; (2) Fort Bend County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes; and a copy of a tax-exempt certificate will be furnished upon request; (3) interest resulting from late payments by Fort Bend County shall be governed by Chapter 2251 of the Texas Government Code.
5. **Indemnity.** By acceptance of Purchase Order, Contractor agrees that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to Fort Bend County defending, indemnifying, holding or saving harmless Contractor or any other party for any reason are hereby deleted.
6. **Public Information Act and Open Meetings Act.** By acceptance of Purchase Order, Contractor agrees that Fort Bend County is subject to the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision related to this Purchase Order to the contrary, Fort Bend County will make any information related to this Purchase Order, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Fort Bend County by Contractor 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. Contractor agrees that the terms and conditions of this Purchase Order and Contractor’s Quotation are not proprietary or confidential information.

By acceptance of Purchase Order, Contractor expressly acknowledges that Fort Bend 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, Fort Bend County will comply with the provisions of the Texas Open Meetings Act in relation to this Purchase Order.

7. **Remote Access.** By acceptance of Purchase Order, Contractor agrees that if Contractor, as applicable, requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Contractor's product and/or 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 Contractor is granted remote access to County Systems:
- A. Contractor will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
 - B. Contractor will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Contractor will not access County Systems via unauthorized methods.
 - C. Contractor's 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 Contractor to conduct their services and/or provide applicable product to County pursuant to this Agreement.
 - E. Contractor will allow only its Workforce approved in advance by County to access County Systems. Contractor will promptly notify County whenever an individual member of Contractor's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Contractor will keep a log of access when its Workforce remotely accesses County Systems. Contractor 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 Contractor's Workforce is provided with remote access to County Systems, then Contractor's 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 Contractor to comply with this Section may result in Contractor and/or Contractor's 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 Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor 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).



Andrew Wipke
Assistant County Attorney