



We have prepared a quote for you

FBC - 3-2-1 + Lifecycle Mgmt


Quote # 003116
Version 1

Prepared for:

Fort Bend County

Clay Elliott
clay.elliott@fortbendcountytexas.gov

Texas Certified HUB 18637 1863737568500 / 531301

 Purchasing Contract
Dell DIR-TSO-3763

Hardware

Description		Price	Qty	Ext. Price
210-BDBC	Dell PowerStore 3200T	\$1,173,457.57	1	\$1,173,457.57
210-ATXO	Dell EMC AppSync for PowerStore - AMER	\$4,187.10	1	\$4,187.10
210-BEQQ	PowerEdge R660 VMWare Node	\$34,276.36	12	\$411,316.32
Subtotal:				\$1,588,960.99

FBC - 3-2-1 + Lifecycle Mgmt

**Prepared by:****Weaver Government Solutions**Coty Spengler
coty.spengler@weavertech.us**Ship To:****Fort Bend County**500 Liberty St.
Richmond, TX 77469
Clay Elliott
(281) 341-4588
clay.elliott@fortbendcountytexas.gov**Quote Information:****Quote #: 003116**

Version: 1

Expiration Date: 11/01/2024

Quote Summary

Description	Amount
Hardware	\$1,588,960.99
Total:	\$1,588,960.99

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Weaver Government Solutions

Fort Bend County

Signature:

Coty Spengler

Name:

Coty Spengler

Title:

Account Executive

Date:

10/07/2024

Signature:

Name:

Clay Elliott

Date:

MFG Part#	Description	Qty
210-BDBC	PowerStore 3200T Dell Customer Racked	1
370-AEQZ	768GB Appliance DIMM 384GB Per Node	1
379-BEIP	Thank you for choosing Dell	1
800-BBQV	Informational Purposes Only	1
400-BOBK	PowerStore NVRAM FIPS QTY 2	1
528-BTZK	PowerStore Base SW	1
406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR	1
450-BBBJ	1800 WATT POWER SUPPLY PAIR L9	1
343-BBTN	PowerStore Base Enclosure Install Kit	1
379-BDPD	ISG Product (info)	1
876-3333	DELL HARDWARE LIMITED WARRANTY	1
876-3720	PROSUPPORT PLUS MISSION CRITICAL 4-HOUR	1
876-3753	PROSUPPORT PLUS MISSION CRITICAL 4-HOUR	1
876-3815	PROSUPPORT PLUS MISSION CRITICAL 7X24 TE	1
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support visit //www.dell.com/contactdell	1
975-3461	Dell Limited Hardware Warranty Extended Year(s)	1
800-BBQV	Informational Purposes Only	1
812-4019	ProDeploy Plus No Charge Training 800	1
870-5308	CoDeliver - ProDeploy Plus for PowerStore 3xxx T	1
400-BGGK	P1 25X2.5 NVME SED SSD 15.36TB	19
407-BCGB	25GBE OPTICAL SFP PAIR	2
828-4812	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site High Capacity SSD Add-On 5 Years	19
701-3326	Dell Learning PowerStore Deploy and Operate Instructor Led Training	1

MFG Part#	Description	Qty
210-ATXO	AppSync for PowerStore	1
891-3220	ProDeploy Dell EMC AppSync	1
828-5778	ProSupport Plus for AppSync Starter Pack Software Support Contract 5 Years	1
528-BYHF	AppSync Str Pk for PowerStore=CB	1
828-5734	ProSupport Plus for AppSync Starter Pack Software Support Maintenance 5 Years	1



Right IT Solution. Right Time. Right Reason.

MSA Enterprise Life Cycle Management
for **Fort Bend County**

As requested by
Clay Elliot

October 7, 2024

Javier Prado
Enterprise Solutions Architect
Weaver Technologies

javier.prado@weavertech.us
[512-656-3606](tel:512-656-3606)
www.weavertech.us

Managed Services Agreement

Project Plan

Executive Summary

Customer would like to enter into an Enterprise Life Cycle Management Service Agreement.

Location and Hardware Overview

Services will be performed: **Remote**

Location Address(s) where services will be performed (if onsite is selected):	500 Liberty St. Richmond TX 77469
Customer Initial and Confirmation of address:	

Enterprise Life Cycle Management Services Overview

- **On-Boarding Fee (New Customer Only).**
 - One Time Fee. Approximately two weeks to set up on-boarding. (Waived)
- **Base Site Fee**
 - Per Site (Location) Fee.
 - (Waived)
- **Life Cycle Management Fee**
 - Quarterly Update
 - Firmware and Hypervisor Patching
 - Hardware Firmware: iDrac, NICs, Controllers, etc.
 - Software Updates: VMware and Hyper V.
 - Excludes VM, VM OS and Application Patching. (See Assumptions)
 - Health Checks
 - Quarterly Reports
- **Out of Scope – 2 Hour Minimum**
 - Hourly \$265.00
 - Incremental 15 minutes

Managed Services Provided in the MSA

Life Cycle Management

Hardware Management:

- Weaver Technologies will review current firmware, on each device covered, against newly released firmware and make a recommended patching plan.
- Weaver Technologies will verify compatibility in release notes and advise on customer before finalizing the patching schedule.

- Weaver Technologies will perform the update and or upgrade all covered devices such as: switches, compute nodes and storage array(s).
- Weaver Technologies will generate a Health, Update / Upgrade Report once per quarter.

Change Management Process:

- During the term of this agreement, all requests for changes to Services, including issues that may arise with the Services from time to time, will be made using the following change management process:
- **Step 1:** Weaver Technologies will login to the Customers environment during the last month of the quarter.
- **Step 2:** Weaver Technologies will assess the urgency and impact of upgrades and categorize the severity level in the patching plan.
- **Step 3:** Weaver Technologies will work with the customer to confirm a time for us to make the required change(s).
- **Step 4:** If applicable, Weaver Technologies will notify you of and seek your approval for any out-of-scope work prior to initiating the requested change(s).
- **Step 5:** Weaver Technologies will complete the change(s) as agreed upon, notifying you upon completion.

Critical Update: (Customer or Provider Request)

- If a Major Critical Update is released and deemed to be a Critical Patch Weaver Technologies can at the request of the customer move up the patching schedule. During this time all patches will be reviewed. This will replace the normal quarterly patch cycle for that quarter.

Onsite Support: (Optional)

- Optional @ \$265.00 an hour with 2 hours minimum billed at 15-minute intervals after the initial 2 hours.

Device Overview

Device Counts

QTY	TYPE
0	Sites
0	Top of Rack Switch(es)
12	Server(s) Dell R Series PowerEdge
1	Storage Array(s) Dell PowerStore

Enterprise Life Cycle Management Fee

Fees are calculated on a per device basis.

Per Device Enterprise LCM MSA Fee | Five Year

Free × 13

Included in Price of Hardware

Service Level Agreement and Response Time

Help Desk SLA

- Ticket submission can be done at support@weavertech.us or by phone for Priority ONE by calling (855)-IT-WEAVER EXT. 3.
- Priority Routing for emergency or critical outages.
 - P1 – Critical / Down, P2 – Degraded Service, P3 – Needs Scheduling.
- Response Times Minimum:
 - Engineer assigned will provide ETAs on resolutions upon engagement.

Priority Level	Time to Response
Priority 1 - Critical/Down CALL (855)-IT-WEAVER EXT. 3	30 Minutes
Priority 2 - Degraded Service	2 Hours
Priority 3 - Needs Scheduling	8 Hours

- Normal Hours of operations for Support Services are 8 am to 8pm CST.
- Time to resolution – Refers to how long it takes from the time an issue is logged until it is fully resolved.
- All issues will be resolved as soon as possible but no resolution time can be guaranteed.
- Time to response – This is the amount of time taken to get an engineer on the phone working through the issue.
- All issues falling outside normal 12/7 hours may not meet SLAs for the given contract.

One Time

Total(s)	\$0.00
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Out of Scope

- Onsite Work (exception is onboarding)

On Boarding

- Onboarding will start approximately two weeks after the signed contract is received and processed. (See Exception)
- Email verification will be sent to the customer with On Boarding instructions.
- An On Boarding meeting will be set ahead of time to make sure the Managed Services Team has the necessary credentials and network, and device information.

Assumptions

- Materials not included. Materials can be purchased as needed and invoice Customer as cost plus.
- Administrator access to Data Center Equipment.
- Hardware Support must be maintained by the customer during the LCM MSA.
- Hardware Firmware Patching Provided: iDrac, Nics, Controllers, etc.
- Software Hypervisor Patching Provided: VMWare vSphere, Hyper V.
- Excluded Virtual Machines (VMs) VM Operating Systems (Windows, Linux) or Application Patching. If you are interested Weaver Tehcnologies can offer those MSA's. See your Account Executive.

MSA Assumptions

- The T&M rate for out-of-scope work or wait time onsite is \$110 per engineer hour, plus any applicable travel expenses. Provider will document any Customer-caused delays or other T&M wait time on the Customer Acceptance Form. Billing will be in fifteen (15) minute increments.
- Unscheduled re-trips to any location for any reason and through no fault of Provider will be billed at \$110 per engineer hour, plus any applicable travel expenses. All re-trips will be billed with a two (2) hour minimum.
- Weaver reserves the right to bill the customer upon the completion of milestones or phases if a project extends past two weeks.

Customer Responsibilities

- Customer will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Provider to complete or meet the project-specific milestones.
- Customer and its employees, contractors, and agents will: (a) cooperate with reasonable requests by Provider, (b) provide input throughout the project and will review progress at review meetings requested by Provider; and (c) provide Provider with access to all of Customer's relevant information, documentation, and technology, as agreed upon between the parties necessary for Provider to perform the Services. Such cooperation, input, access, are critical to this project, and Customer's representation at all review meetings is essential. Provider is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer.
- Customer will ensure that the Provider project staff is given access to all necessary facilities/workspace and is provided all furniture; supplies and equipment required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Customer will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Provider personnel are provided with all necessary safety equipment and training while on Customer's or its customer's site.
- Customer is responsible for providing VPN access to the provider. If the customer refuses to provide VPN access the provider may charge additional fees in engineer travel and hourly rates.
- Customer will be responsible for providing adequate and secure onsite storage for all deliveries.
- Customer will maintain a backup of all data and programs on affected systems prior to Provider performing the Services and during the term of the SOW. Provider will have no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- Customer will be responsible for: (a) data migration of existing data unless otherwise agreed to by Provider; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
- Customer will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
- Customer is responsible for all required licensing and hardware. Any additional licensing or hardware that is required for completion of the project above and beyond what is included in any statement of work or bill of materials is the responsibility of the customer.

Terms

Timeframes

Services will be limited to a period not to exceed twelve (12) contiguous months; provided, however, in the event the Customer suspends Provider's performance of the services, Provider's performance of this SOW shall be similarly suspended. Any such suspension will not count against the Services Schedule, nor will it result in any additional fees, costs, charges, or expenses.

Payment Criteria

Invoice/Payment Terms: Buyer's orders and purchases of products, software, and services from Weaver Technologies are governed by the terms and conditions as stated on the website at https://www.weavertech.us/payment_terms.

Taxes: Provider's pricing does not include applicable local taxes.

Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires change orders that are approved in writing by Customer and Provider (email sufficient).

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and SOW is fully executed. Upon receipt of a signed SOW and Purchase Order, Provider will contact Customer promptly to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Termination

Customer may terminate this SOW for convenience upon providing Provider with thirty (30) days written notice. Upon any termination of this SOW, Customer shall pay all of Provider's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Provider may suspend its performance until payment is received or terminate this SOW upon written notice.

Order of Precedence

This SOW, together with the Purchase Order (if any), states all the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Provider and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this SOW. Should a conflict arise between the terms of the Purchase Order and SOW, the following order of precedence shall be followed: first, the SOW, and second the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

Both parties agree to the terms and conditions outlined above.

COMPANY	CLIENT/CUSTOMER
Signature	Signature
Title	Title
Date	Date



VMWare Cluster
for **Fort Bend County**

As requested by
Clay Elliot

October 7, 2024

Texas Certified HUB – 1863737568500 / 531301

Javier Prado
Enterprise Solutions Architect
Weaver Government Solutions

javier.prado@weavertech.us
[512-656-3606](tel:512-656-3606)
<https://www.weavergovsolutions.com>

Scope of Work

Project Plan

Executive Summary

Customer would like to deploy their new VMWare infrastructure within their Colocation Data Center.

Location and Hardware Overview

Services will be performed: Combination of Onsite and Remote

Location Address(s) where services will be performed (if onsite is selected):	PRD Site and Collocation Address TBD
Customer Initial and Confirmation of address:	

Weaver Project Kickoff Call

- Hold a project kickoff call with all stakeholders.
 - Define project roles and responsibilities
 - Review project scope as defined by the SOW
 - Review project timeline

Project Plan and Design

- Discover, verify, and document all current applicable equipment and configurations.
- Confirm current applicable equipment settings to see if they meet best practices as needed.
- Create a Design Document of recommended changes to customer as needed.
- Deliver and review Design Document for new equipment and rollout plan.

Dell Compute - PowerEdge R660

Note : Weaver Government Solutions will supply a rack to the customer for the temporary setup of the equipment for the purpose of initial configuration and replication to the new cluster prior to the transportation of the equipment to the Collocation Data Center. The customer is responsible for the logistics/transport of all assets from their current site to the Collocation Data Center. Provider will deploy up to [12] servers. The following configuration steps will be implemented where applicable.

- Rack and cable servers in customer supplied rack.
- Verify available IP addresses and DNS entries have been created with customer.
- Upgrade firmware to latest recommended version.
- Deploy operating system / hypervisor on each node if applicable.

- Deploy management and configure cluster if applicable.
- Import each node and configure with storage volume for VM placement.
- Complete testing and validation of components, connectivity, and functionality.



Configuration of Site Recovery Manager – Production and DR

- Import licensing
- Enable SRM
- Configure up to 180VMs at PRD and DR site
- Configure asynchronous replication
- Configure parameters and scheduling
- Configure orchestration between vCenters
- Test failover of VMs

Configuration of Firewall

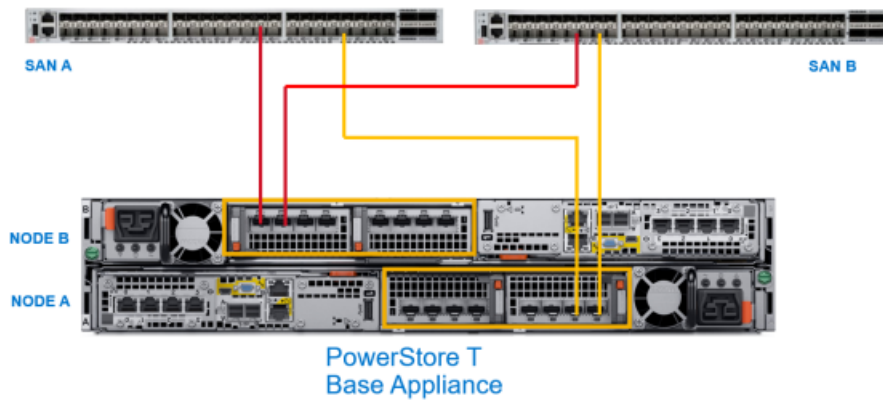
- Rack firewalls at DR
- Cable firewalls per customer supplied cabling diagram
- Perform initial configuration of the firewall to allow for Fort Bend County to push remaining configuration of the devices

Configuration of Cisco Nexus Switches

- Rack two (2) Cisco Nexus switches at DR
- Cable Cisco Nexus switches per customer supplied cabling diagram
- Perform initial configuration of the Switches to allow for Fort Bend County to push remaining configuration of the devices

Powerstore (3200T)

- Inventory equipment and record serial numbers/service tags
- Rack and stack PowerStore 3200T storage array.
- IP and configure according to the Pre Engagement Questionnaire
- Upgrade firmware to latest recommended version
- Create up to four (4) volumes to balance workloads across both PowerStore controllers.
- Configure hosts for delayed ACK if applicable.
- Configure SCG for PowerStore.
- Migrate one (1) test virtual machine.



Modifications

☐ 1 Week of Migration Services — $\$6,000.00 \times 1$ \$6,000.00

Up to 40 hours to be used to perform migration services from the legacy hardware to the new hardware.

Project Closeout

- As built and or as deployed documentation.
- A PDF of final documentation will be provided to the customer at the knowledge transfer.
 - Knowledge transfer will be up to 4 hours.
 - Hold a project closeout call with all stakeholders.
- Confirm all tasks completed to satisfaction.
 - Customer Acceptance Form to be returned same day as close out.

Additional Items for Consideration

The following items are optional add-ons:

☐ Block hours Between 40 and 80 $\$205.00 \times 40$ \$8,200.00

Support hours that do not expire and can be used for anything. Submit a ticket by emailing support@weavertech.us to begin using these hours.

☐ Expedite Services Variable Fee $+15\%$ \$0.00

Project Specific Assumptions

- The T&M rate for out-of-scope work or wait time onsite is \$265 per engineer hour, plus any applicable travel expenses. Provider will document any Customer-caused delays or other T&M wait time on the Customer Acceptance Form. Billing will be in fifteen (15) minute increments.
- Unscheduled re-trips to any location for any reason and through no fault of Provider will be billed at \$265 per engineer hour, plus any applicable travel expenses. All re-trips will be billed with a two (2) hour minimum.
- Weaver reserves the right to bill the customer upon the completion of milestones or phases if a project extends past two weeks.
- If Block Hours are purchased with this Scope of Work, then Weaver Technologies will invoice the Block Hours upon receiving a signed SOW or Purchase Order for this project.
- Implementation cancellations or aborts that occur within forty-eight (48) hours of the scheduled project start will be billed at fifty percent (50%) of the Services fee. Implementation cancellations or aborts that occur between two (2) to ten (10) business days prior to the scheduled project start will be billed at ten percent (10%) of the services fee. Implementation cancellations or aborts that occur more than ten (10) business days prior to the scheduled project start will not be billed.

Customer Responsibilities

- Customer will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Provider to complete or meet the project-specific milestones.
- Customer and its employees, contractors, and agents will: (a) cooperate with reasonable requests by Provider, (b) provide input throughout the project and will review progress at review meetings requested by Provider; and (c) provide Provider with access to all of Customer's relevant information, documentation, and technology, as agreed upon between the parties necessary for Provider to perform the Services. Such cooperation, input, access, are critical to this project, and Customer's representation at all review meetings is essential. Provider is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer.
- Customer will ensure that the Provider project staff is given access to all necessary facilities/workspace and is provided all furniture; supplies and equipment required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Customer will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Provider personnel are provided with all necessary safety equipment and training while on Customer's or its customer's site.
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- Customer will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
- Customer is responsible for all required licensing and hardware. Any additional licensing or hardware that is required for completion of the project above and beyond what is included in any statement of work or bill of materials is the responsibility of the customer.

Terms

Timeframes

Services will be limited to a period not to exceed four (4) contiguous business week; provided, however, in the event the Customer suspends Provider's performance of the services, Provider's performance of this SOW shall be similarly suspended. Any such suspension will not count against the Services Schedule, nor will it result in any additional fees, costs, charges, or expenses.

Payment Criteria

Invoice/Payment Terms: Buyer's orders and purchases of products, software, and services from Weaver Technologies are governed by the terms and conditions as stated on the website at https://www.weavertech.us/payment_terms.

Taxes: Provider's pricing does not include applicable local taxes.

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Termination

Customer may terminate this SOW for convenience upon providing Provider with thirty (30) days written notice. Upon any termination of this SOW, Customer shall pay all of Provider's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Provider may suspend its performance until payment is received or terminate this SOW upon written notice.

Order of Precedence

This SOW, together with the Purchase Order (if any), states all the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Provider and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this SOW. Should a conflict arise between the terms of the Purchase Order and SOW, the following order of precedence shall be followed: first, the SOW, and second the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

Both parties agree to the terms and conditions outlined above.

COMPANY	CLIENT/CUSTOMER
Signature	Signature
Title	Title
Date	Date



We have prepared a quote for you

FBC - 5yr VCF (New/Renewals - Annual Payments)


Quote # 003088
Version 1

Prepared for:

Fort Bend County

Clay Elliott
clay.elliott@fortbendcountytx.gov

Texas Certified HUB 18637 1863737568500 / 531301

 **Purchasing Contract**
Dell DIR-TSO-3763

Carahsoft DIR-TSO-4288

Software

Description	Price	Qty	Ext. Price
VCF-CLD-FND-5 VMware VCF + Live Recovery Payment Year 1 (10/01/2024 End Date: 09/30/2025)	\$221,057.22	1	\$221,057.22
VCF-CLD-FND-5 VMware VCF + Live Recovery Payment Year 2 (10/01/2025 End Date: 09/30/2026)	\$221,057.22	1	\$221,057.22
VCF-CLD-FND-5 VMware VCF + Live Recovery Payment Year 3 (10/01/2026 End Date: 09/30/2027)	\$221,057.22	1	\$221,057.22
VCF-CLD-FND-5 VMware VCF + Live Recovery Payment Year 4 (10/01/2027 End Date: 09/30/2028)	\$221,057.22	1	\$221,057.22
VCF-CLD-FND-5 VMware VCF + Live Recovery Payment Year 5 (10/01/2028 End Date: 09/30/2029)	\$221,057.22	1	\$221,057.22
Subtotal:			\$1,105,286.10

FBC - 5yr VCF (New/Renewals - Annual Payments)

**Prepared by:****Weaver Government Solutions**Coty Spengler
coty.spengler@weavertech.us**Ship To:****Fort Bend County**500 Liberty St.
Richmond, TX 77469
Clay Elliott
(281) 341-4588
clay.elliott@fortbendcountytexas.gov**Quote Information:****Quote #: 003088**

Version: 1

Expiration Date: 10/25/2024

Quote Summary

Description	Amount
Software	\$1,105,286.10
Total:	\$1,105,286.10

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Weaver Government Solutions

Fort Bend County

Signature:

Coty Spengler

Name:

Coty Spengler

Title:

Account Executive

Date:

10/08/2024

Signature:

Name:

Clay Elliott

Date:



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 15, 2024, the County Attorney's Office reviewed the following:

Weaver Government Solutions' Quotes (Quote #: 003116 and Quote #: 003088) in the aggregate amount of \$2,694,247.09, utilizing DIR Contract Numbers DIR-TSO-3763 and DIR-TSO-4288 for the purchase of specified hardware and software, and associates services (Contract #25-IT-100157).

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. **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.
5. **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(s); (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; and (3) interest resulting from late payments by Fort Bend County shall be governed by Chapter 2251 of the Texas Government Code.
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 Quotations 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 and understands 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