



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

September 09, 2024

Commissioners Court
Harris County, Texas

RE: State of Texas Department of Information Resources (DIR) Cooperative Contract

Members of Commissioners Court:

Please approve the following award the on the basis of low quote and the attached Order authorizing the County Judge to execute the attached Addendum to the Agreement:

Description: CheckPoint Software and Related Services for Harris County
Quote(s)
Received: Two (2) (see attached)
Vendor(s): SHI Government Solutions, Inc
Term: September 19, 2024 - September 18, 2025 with four (4) one-year renewal options
Amount: \$52,971
Reviewed By: • Harris County Purchasing • Universal Services - Technology

Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

LD
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 19, 2024



**ADDENDUM TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
SHI GOVERNEMENT SOLUTIONS, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Addendum is made and entered into by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas acting by and through Harris County Universal Services (“Department”), and SHI Government Solutions, Inc. (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

The Department desires certain software services (the “Services”), procured in accordance with the State of Texas DIR contract # DIR-CPO-4875.

Contractor represents it is capable and willing to provide the Services.

Terms

I.

The State of Texas DIR contract # DIR-CPO-4875 is incorporated herein and attached hereto as Exhibit A. The DIR contract and Exhibit B documents are collectively referred to as the “Agreement.” In the event of any conflict between the Agreement and this Addendum, this Addendum shall control.

II.

Contractor agrees to supply the Services as detailed in the Quote, incorporated herein and attached hereto as Exhibit B.

III.

The Term of the Agreement shall be for a period beginning upon execution by the Parties and running for twelve (12) consecutive months, unless terminated earlier in accordance with the terms of the Agreement. At the County’s option, this Agreement may be renewed on the same terms, conditions and pricing for four (4) additional one-year periods (each a “Renewal Term”).

IV.

LIMIT OF APPROPRIATION

- A) It is expressly understood and agreed that the County has available Fifty-Two Thousand Nine Hundred Seventy-One and No/Dollars (\$52,971.00), the total maximum sum of funds certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent, for the purpose of satisfying the County's obligations, under the terms and provisions of this Agreement. Contractor understands and agrees, said understanding and agreement being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that the County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed that sum, unless mutually agreed in writing.
- B) If the amount certified is depleted prior to the end of the term of this Agreement, Contractor may terminate all Services upon the total depletion of the certified funds unless the County certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase Order, in which event Contractor shall continue to provide the Services to the extent funds are available. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement.
- C) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and the Auditor's certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Contractor understands and agrees that it shall not proceed with any Services until it receives the Purchase Order.
- D) Subject at all times to the Limit of Appropriation and the County's right to withhold payment of any questionable charges, the County shall pay each such undisputed invoice in accordance with Texas state law.
- E) Audit Rights. Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits of this Agreement. Contractor's cooperation shall include, but not be limited to access to all books and records, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of the Agreement or the funds applicable to the Agreement.
- F) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period. Renewal Term pricing shall be in accordance with rates provided in Exhibit B.

V.

NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Attn: Renee Plemons

To County: Harris County Universal Services
406 Caroline St.
Houston, Texas 77002
Attn: Karen Vasquez

Copy To: Harris County Purchasing Agent
1111 Fannin, 12th Fl
Houston, Texas 77002
Attn: Linda Dowl

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

VI.

SECURITY BREACH NOTIFICATION

Contractor shall have policies and procedures in place for the effective management of information security. In the event that Contractor discovers a “security incident,” Contractor agrees to notify the County as soon as possible, but in no event shall notification occur later than 48 hours after discovery. “Security incident” is defined by Sec. 2054.603 of the Texas Government Code to include (i) a breach or suspected breach of system security (as defined by Sec. 521.053, Texas Business and Commerce Code), and (ii) the introduction of ransomware (as defined by Sec. 33.023, Texas Penal Code) into a computer, computer network, or computer system. Contractor shall provide notifications required by this clause to the County’s Chief Information Officer at 713-274-4444 or svcitchd@hctx.net.

VII.

EXECUTION, MULTIPLE COUNTERPARTS: This Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Addendum.

[SIGNATURE PAGE FOLLOWS]

SHI GOVERNMENT SOLUTIONS, INC.

HARRIS COUNTY

By: ^{DocuSigned by:} *Kristina Mann*
Name: ^{EA418E789F09404} Kristina Mann
Title: Sr. Manager - Contracts
Date: 6/6/2024

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: ^{DocuSigned by:} *Cherelle Sims*
^{8282675D1E4C4AE...} Cherelle Sims
Senior Assistant County Attorney
C.A. File 24GEN0944

EXHIBIT A

State of Texas DIR contract # DIR-CPO-4875

(follows behind)

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
SHI/Government Solutions, Inc.

1 Introduction

1.1 Parties

This contract for Cybersecurity Products and Related Services (this “Contract”) is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI/Government Solutions, Inc., a Texas For-Profit Corporation (hereinafter “Successful Respondent”), with its principal place of business at 3828 Pecana Trail, Austin, Texas 78749.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-550, on 12/14/2020, for Cybersecurity Products and Services (the “RFO”). Upon execution of all Contracts, a notice of award for DIR-CPO-550 shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- a) For transactions under this Contract, the order of precedence shall be as follows:
 - i. this Contract;
 - ii. Appendix A, Standard Terms and Conditions;
 - iii. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
 - iv. Appendix C, Pricing Index;
 - v. Exhibit 1, RFO DIR-CPO-TMP-550, including all Addenda; and
 - vi. Exhibit 2, Successful Respondent’s Response to RFO DIR-CPO-TMP-550, including all Addenda.
- b) Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent governing purchase transactions.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in Appendix A, Standard Terms and Conditions.

2 Term of Contract

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the “Initial Term”), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a “Renewal Term”). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 Option to Extend

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months. Such extension of services shall be subject to the requirements of this Contract, with the sole and limited exception that the term shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4 Product and Service Offerings

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-550 for Cybersecurity Products and Services. At DIR’s sole discretion, Successful Respondent may incorporate changes or make additions to its service offering, provided that any changes or additions must be within the scope of the RFO.

5 Pricing

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- a) The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, “List Price” is the price

for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

- b) Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- c) If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

- a) Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- b) Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR Administrative Fee

- a) Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the “DIR Administrative Fee”). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- b) All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 Internet Access to Contract and Pricing Information

In addition to the requirements listed in Appendix A, Section 7.2, Internet Access to Contract and Pricing Information, Successful Respondent shall include the following with its webpage:

- a) A current price list or mechanism to obtain specific contract pricing;
- b) MSRP/list price or DIR Customer price;
- c) Discount percentage (%) off MSRP or List Price;
- d) Warranty policies; and,
- e) Return policies.

8 Use of Order Fulfillers

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract (“Order Fulfillers”).

8.2 Designation of Order Fulfillers

- a) Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State’s Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- b) In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller

business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

- c) DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- d) Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- e) Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- f) Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Hershel Becker or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: hershel.becker@dir.texas.gov

If sent to Successful Respondent:

Renee Plemons
SHI Government Solutions, Inc.
3828 Pecana Trail, Austin, TX 78749
Phone: (800) 870-6079
Email: texas@shi.com

10 Software License and Service Agreements

10.1 Software License Agreement

- a) Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- b) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 Conflicting or Additional Terms

- a) The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- b) Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an

Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- c) Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- d) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 Authorized Exceptions to Appendix A, Standard Terms and Conditions

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

SHI/Government Solutions, Inc.

Authorized By: Signature on File

Name: Kristina Mann

Title: Senior Lead Contract Specialist

Date: 1/19/2023

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/25/2023

Office of General Counsel: Initial on File

Date: 1/23/2023

EXHIBIT B

Quote

(follow behind)



Pricing Proposal
 Quotation #: 24371213
 Created On: 1/12/2024
 Valid Until: 1/31/2024

TX-County of Harris

Inside Account Manager

Jorge Geronimo
 1001 Preston, Suite 670
 Houston, TX 77054
 United States
 Phone: (713) 274-4411
 Fax: (713) 755-6695
 Email: jorge.geronimo@pur.hctx.net

Lauren Allen
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-868-6210
 Fax:
 Email: lauren_allen@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 CHECK POINT SOFTWARE TECHNOLOGIES LTD.:Bulk Enterprise Premium Support Check Point Software - Part#: CPES-SS-PREMIUM Contract Name: Cybersecurity Products and Related Services Contract #: DIR-CPO-4875 Coverage Term: 2/5/2024 – 2/5/2025	1	\$49,817.00	\$21,710.00	\$21,710.00
2 CHECK POINT SOFTWARE TECHNOLOGIES LTD.:Enterprise Software Subscription & Premium Check Point Software - Part#: CPES-SS-PREMIUM-ADD Contract Name: Cybersecurity Products and Related Services Contract #: DIR-CPO-4875 Coverage Term: 2/5/2024 – 2/5/2025	1	\$30,494.00	\$13,289.00	\$13,289.00
3 CHECK POINT SOFTWARE TECHNOLOGIES LTD.:Next Generation Threat Prevention Package subscription for 1 year for 15400 Appliance Check Point Software - Part#: CPSB-NGTP-15400-1Y Contract Name: Cybersecurity Products and Related Services Contract #: DIR-CPO-4875 Coverage Term: 2/5/2024 – 2/5/2025	2	\$20,620.00	\$8,986.00	\$17,972.00
			Subtotal	\$52,971.00
			Shipping	\$0.00
			Total	\$52,971.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2024 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN ADDENDUM TO
THE AGREEMENT BETWEEN HARRIS COUNTY AND
SHI GOVERNMENT SOLUTIONS, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an addendum to a DIR agreement between Harris County and SHI Government Solutions, Inc. to provide certain checkpoint software and related services, for an Initial one-year term, at a cost not to exceed Fifty-Two Thousand Nine Hundred Seventy-One and No/Dollars (\$52,971.00), with the option to renew for four (4) additional one-year renewal terms, The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.