



**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 attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

**Description:** Veritas Hardware Purchase and Software Subscription for the Harris County Toll Road Authority

**Vendor(s):** TEQSYS, Inc. (DIR-TSO-4356)

**Amount:** \$2,531,545 previously approved funds for the term 01/09/2024 - 12/19/2024  
47,200 additional funds for the term 01/09/2024 - 12/19/2024  
\$2,578,745

**Reviewed By:** • Harris County Purchasing

The First Amendment increases funding for technical services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

PJA  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 19, 2024**



**FIRST AMENDMENT TO ADDENDUM  
TO THE AGREEMENT BETWEEN  
HARRIS COUNTY AND  
TEQSYS, INC.**

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas and acting by and through Harris County Toll Road Authority ("Department"), and TEQSYS, Inc. ("Contractor"), as of August 13, 2024 (“**First Amendment Effective Date**”). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party." Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement.

***Recitals***

On January 9, 2024, the County entered into Agreement between Harris County and TEQSYS, Inc. (“Agreement”) with the Contractor (a) for the sum of Two Million Five Hundred and Thirty-One Thousand and Five Hundred and Forty-five and No Dollars (\$2,531,545.00), and (b) for Veritas hardware purchase and software subscription (the "Services").

Both the County and Contractor desire to amend the Agreement to provide Veritas Netbackup upgrade Professional Services and (b) provide additional funds of Forty-Seven Thousand and Two Hundred No Dollars (\$47,200.00) ("First Amendment").

***Terms***

I.

The ‘LIMITATION OF APPROPRIATION’ paragraph under III of the Agreement is hereby deleted in its entirety and replaced with the following:

“Notwithstanding any language found in the Agreement, Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Million Five Hundred and Seventy-Eight Thousand Seven Hundred and Forty-five Dollars (\$2,578,745.00), as certified available by the County Auditor and evidenced through the issuance of a Purchase Order from the Harris

County Purchasing Agent. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.”

II.

As of the First Amendment Effective Date, the Services as referenced in the Agreement shall be expanded to include the Expanded Services as defined in this First Amendment.

III.

It is expressly understood and agreed that the Agreement is attached to this First Amendment and incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this First Amendment shall control.

IV.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written and subsequently amended.

V.

Execution, Multiple Counterparts: This First Amendment 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 this First Amendment.

[EXECUTION PAGE FOLLOWS]

TEQSYS, INC.

HARRIS COUNTY

By:   
Name: Keri Ramirez  
Title: Vice President of Sales  
Date: August 26, 2024

By: \_\_\_\_\_

Lina Hidalgo  
Harris County

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: Marcy Linebarger  
Digitally signed by Marcy Linebarger  
DN: cn=Marcy Linebarger, o=HCTRA,  
ou=County Attorney's Office,  
email=marcy.linebarger@hctra.org, c=US  
Date: 2024.08.27 09:16:02 -05'00'  
Marcy Linebarger  
Senior Assistant County Attorney  
C.A. File 24GEN2194

Attachment A

QUOTE



# Quotation

## Technical Solutions for a Technical World

**TEQSYS, INC.**  
 4301 William Cannon Dr., Ste. B150-301  
 Austin, TX 78749  
 512.445.7400 main  
 512.445.7440 fax

**Date** 8/5/2024  
**Quote No.** 240805-2K

**Harris County Toll Road Authority**  
 Danilo ("Danny") Rivas  
[danilo.rivas@hctra.org](mailto:danilo.rivas@hctra.org)

Prepared by: Keri Ramirez

Item	Qty.	Model / Part No.	Description	Unit Price	Total
1	1	PS-NBU-UPG	<p><b>Professional Services for Veritas NetBackup</b></p> <p>Professional Services for NetBackup (includes the following tasks):</p> <ul style="list-style-type: none"> <li>- Upgrade 2x Flex 5350 Appliances to version 4.0 + 6 Virtual Containers upgraded to NBU 10.3.0.1</li> <li>- Upgrade 2X Physical Solaris Media Servers to NetBackup 10.3.0.1</li> <li>- Upgrade 2x Access 3340 Appliances to version 8.2</li> </ul> <p><i>Note: Services to be performed remotely.</i></p>	\$ 47,200.00	\$ 47,200.00
Subtotal					\$ 47,200.00
<b>Total Price *</b>					<b>\$ 47,200.00</b>

**Comments / Special Instructions:**

**State of Texas DIR Contract #:DIR-TSO-4356**

This quotation is valid for 30 days.

**Terms:** Net 30

Contact Keri Ramirez at 512-940-3199 if you have any questions regarding this quote.

**Thank you!**

**ORDER OF COMMISSIONERS COURT  
Authorizing a First Amendment to Agreement with TEQSYS, Inc.**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING A FIRST AMENDMENT TO AGREEMENT  
WITH TEQSYS, 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:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County a First Amendment to Agreement to provide Veritas Netbackup upgrade Professional Services and (b) provide additional funds of Forty-Seven Thousand and Two Hundred No Dollars (\$47,200.00) ("First Amendment")..
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.