SOUTH TEXAS
COLLEGE

Solicitation of Proposals/ Purchases/Renewals/ Interlocal Agreement

Supporting Documentation

Board of Trustees Meeting
August 23, 2022

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
Solicitation of Proposals / Purchases and Renewals/ Interlocal Agreement
Supporting Documentation

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NO BACKUP FOR

1. Campus Dining Services - Food Trucks (Solicit)

2

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NO BACKUP FOR

2. District Wide Network Equipment Upgrade (Solicit)

3

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NO BACKUP FOR

3. Purchase of Portable Air Purifiers (Solicit)

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4. BANNER APPLICATION MAINTENANCE AGREEMENT

NAME	Ellucian, Inc. through Texas A&M University - Corpus Christi acting by and through the State of Texas Department of Information Resources (DIR) for the Texas Connection Consortium
ADDRESS	6300 Ocean Dr Unit 5767
CITY/STATE/ZIP	Corpus Christi, TX 78412
PHONE	361-825-2600
CONTACT	Dana Rhyne Aikman

#	Qty	Description	Unit Price	Extension
		Period: 9/1/22 - 8/31/23		
1	1	Banner Financial Aid	$ 37,554.91	$ 37,554.91
2	1	Banner Finance	$ 35,512.51	$ 35,512.51
3	1	Banner Finance Self-Service	$ 4,440.72	$ 4,440.72
4	1	Banner Human Resources	$ 22,738.48	$ 22,738.48
5	1	Banner Employee Self-Service	$ 12,334.79	$ 12,334.79
6	1	Banner Student	$ 36,781.14	$ 36,781.14
7	1	Banner Student Self-Service	$ 7,975.39	$ 7,975.39
8	1	Banner Faculty (and Advisor) Self-Service	$ 10,690.11	$ 10,690.11
9	1	EDI Smart	$ 703.21	$ 703.21
10	1	Banner Workflow	$ 12,183.08	$ 12,183.08
11	1	Campus Loan Manager (CLM) (Campus Receivables Collector)	$ 8,598.42	$ 8,598.42
12	1	Luminis Basic	$ 39,594.23	$ 39,594.23
13	1	Banner Recruiting & Admission Performance	$ 21,923.69	$ 21,923.69
14	1	Ellucian Degree Works	$ 10,985.27	$ 10,985.27
15	1	Ellucian Degree Transfer Equivalency	$ 5,492.64	$ 5,492.64
16	1	Ellucian Mobile Platform Edition	$ 8,482.43	$ 8,482.43
17	1	Ellucian Intelligent Learning Platform	$ 12,858.89	$ 12,858.89
18	1	Financial Aid FM Need Analysis	$ 7,683.33	$ 7,683.33
19	1	Xtender Solutions	$ 7,914.08	$ 7,914.08
20	1	Application Xtender	$ 20,421.75	$ 20,421.75
21	1	AppWorx	$ 31,472.48	$ 31,472.48
22	1	Document Management Suite May09	$ 3,149.70	$ 3,149.70
23	1	Application Xtender Test Bundle	$ 1,459.49	$ 1,459.49
24	1	Banner Enterprise Job Scheduler	$ 5,703.05	$ 5,703.05
25	1	Application Xtender Web Services	$ 1,882.28	$ 1,882.28
26	1	Banner Document Management Suite May11	$ 4,183.16	$ 4,183.16
27	1	Banner Document Management Suite Nov11	$ 1,657.03	$ 1,657.03
28	1	Banner Document Management Suite Dec11	$ 274.15	$ 274.15
29	1	Banner Document Management Suite - includes Application Xtender Package	$ 1,188.08	$ 1,188.08
30	1	Administrative Fee	$ 10,335.56	$ 10,335.56
31	1	Subscription Cost for FY2023	$ 29,600.00	$ 29,600.00
TOTAL AMOUNT			$	415,774.05

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5. COMMUNICATION SOFTARE AGREEMENT

NAME	Hit Labs, Inc.
ADDRESS	2000 W Ashton Blvd Ste 350
CITY/STATE/ZIP	Lehi, UT 84043
PHONE	801-906-3999
CONTACT	Ben Cannon

#	Qty	Description	Unit Price	Extension
1	1	Communication Software Agreement - Renewal Limits: 22,000 FTE Period: 9/1/22 - 8/31/23	$ 75,038.91	$ 75,038.91
TOTAL AMOUNT			$ 75,038.91	

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6. DATA HOSTING AND MAINTENANCE AGREEMENT

NAME	TouchNet Information Systems, Inc.
ADDRESS	P O Box 936565
CITY/STATE/ZIP	Atlanta, GA 31193-6565
PHONE	970-261-5146
CONTACT	Deb Hoefer

#	Qty	Description	Unit Price	Extension
1	1	TouchNet One Card Annual Subscription Service - One Card Dining Period: 9/1/22 - 12/31/22	$ 3,284.00	$ 3,284.00
2	1	TouchNet Annual Subscription Service - Mobile Bill+Payment Mobile Marketplace Period: 9/1/22 - 8/31/23	$ 41,060.00	$ 41,060.00
3	1	TouchNet Hosting Service - Payment Gateway Credit Card, ACH & Debit, Account Center, eBill, Payment Plans, Student Cashiering, Dept Deposits, uPay, uStores Period: 9/1/22 - 8/31/23	$ 93,457.00	$ 93,457.00
4	1	TouchNet Hosting Service - eRefunds Period: 9/1/22 - 8/31/23	$ 9,899.00	$ 9,899.00
5	1	TouchNet Maintenance Service - Payment Gateway Credit Card & ACH Engines, Student Cashiering, Department Deposits Period: 9/1/22 - 8/31/23	$ 51,182.00	$ 51,182.00
6	1	TouchNet Maintenance Service - Payment Gateway Debit Engine Period: 9/1/22 - 8/31/23	$ 6,681.00	$ 6,681.00
7	1	TouchNet Maintenance Service - Account Center, eBill, Payment Plans Period: 9/1/22 - 8/31/23	$ 32,794.00	$ 32,794.00
8	1	TouchNet Maintenance Service - Marketplace uPay, Marketplace uStores Period: 9/1/22 - 8/31/23	$ 21,406.00	$ 21,406.00
TOTAL AMOUNT			$ 259,763.00	

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7. DATA STORAGE HARDWARE MAINTENANCE AGREEMENT

NAME	Dell Marketing, LP.
ADDRESS	P O Box 676021
CITY/STATE/ZIP	Dallas, TX 75267
PHONE	512-596-1309
CONTACT	Bryanna Kelly

#	Qty	Description	Service Tag	Unit Price	Extension
Period: 8/1/22 - 7/31/23					
1	1	Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay	12N8GK2	$ 2,295.72	$ 2,295.72
2	1	Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay	12N9GK2	$ 2,295.72	$ 2,295.72
3	1	Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay	12NBGK2	$ 2,295.72	$ 2,295.72
4	1	Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay	12NCGK2	$ 2,295.72	$ 2,295.72
5	1	Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay	12P5GK2	$ 2,295.72	$ 2,295.72
6	1	Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay	12QCGK2	$ 11,410.68	$ 11,410.68
7	1	Pro Support 24x7, Storage Optimization Bundle		$ 5,040.00	$ 5,040.00
Period: 10/1/22 - 8/31/23					
8	1	Pro Support, 24x7, Dell/Compellent	CZPVH82	$ 3,406.97	$ 3,406.97
9	1	Pro Support, 24x7, Enclosure, SC220	4T9FKH2	$ 2,172.64	$ 2,172.64
10	1	Support, 24x7, SW, Storage Center OS Core		$ 733.33	$ 733.33
TOTAL AMOUNT				$	34,242.22

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8. EMAIL BACKUP ONLINE LICENSE SUBSCRIPTION

NAME	Software House International (SHI) Government Solutions
ADDRESS	1301 S Mo-Pac Expway Ste 375
CITY/STATE/ZIP	Austin, TX 78746
PHONE	800-477-6479
CONTACT	Daniel Breazzano

#	Qty	Description	Unit Price	Extension
Period: 8/31/22 - 8/30/23				
1	2,001	Unitrends Spanning Backup for Microsoft Office 365-Unlimited Retention	$ 18.48	$ 36,978.48
2	2,001	Unitrends Spanning Backup for Microsoft Office 365-Unlimited Retention	$ -	$ -
3	1	Unitrends Spanning Office 365 Backup Initial Data Transfer and Onboarding Fee	$ 162.53	$ 162.53
TOTAL AMOUNT			$	37,141.01

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SOUTH TEXAS COLLEGE
9. EMAIL SECURITY SOFTWARE LICENSE AGREEMENT

NAME	Software House International (SHI) Government Solutions
ADDRESS	1301 S Mo-Pac Expway Ste 375
CITY/STATE/ZIP	Austin, TX 78746
PHONE	512-914-3884
CONTACT	Joseph Muniz

#	Qty	Description	Unit Price	Extension
Period: 9/30/22 - 9/29/23				
1	2,001	Dynamic Reputation, Spam, Protection, Zero-Hour Anti-Virus, Email Firewall - Proofpoint	$ 9.04	$ 18,089.04
2	2,001	Targeted Attack Protection - URL Defense SaaS - Proofpoint	$ 11.58	$ 23,171.58
3	1	Platinum Level Support - Proofpoint	$ -	$ -
TOTAL AMOUNT			$ 41,260.62	

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
10. ENTERPRISE SOFTWARE LICENSES AND MAINTENANCE AGREEMENTS

NAME	Software House International (SHI) Government Solutions
ADDRESS	1301 S Mo-Pac Expway Ste 375
CITY/STATE/ZIP	Austin, TX 78746
PHONE	512-914-3884
CONTACT	Joseph Muniz

#	Qty	Description	Unit Price	Extension
		Period: 9/1/22 - 8/31/23		
1	1	FootPrints Service Core	$ 41,613.80	$ 41,613.80
2	100	Insight NA EDU Maintenance Renewal	$ 47.71	$ 4,771.00
3	4,200	Deep Freeze ENT NA EDU Maintenance Renewal	$ 3.02	$ 12,684.00
4	100	Deep Freeze Mac NA EDU Maintenance Renewal	$ 3.02	$ 302.00
5	628	Insight Maintenance Renewal EDU SN	$ 1.60	$ 1,004.80
		Period: 9/20/22 - 9/20/23		
6	1	SolarWinds Web Performance Monitor WPM50	$ 1,721.21	$ 1,721.21
7	1	SolarWinds Server & Application Monitor ALX	$ 8,461.08	$ 8,461.08
8	1	SolarWinds Network Performance Monitor SLX	$ 7,084.31	$ 7,084.31
9	1	SolarWinds IP Address Manager Maintenance	$ 1,049.85	$ 1,049.85
10	1	SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SLX	$ 4,046.65	$ 4,046.65
11	1	SolarWinds User Device Tracker Maintenance	$ 466.05	$ 466.05
12	1	SolarWinds Network Configuration Manager	$ 2,085.11	$ 2,085.11
13	1	SolarWinds Additional Polling Engine	$ 4,411.52	$ 4,411.52
14	1	SolarWinds Network Topology Mapper	$ 422.27	$ 422.27
15	1	SolarWinds Security Event Manager SEM30	$ 2,114.58	$ 2,114.58
16	1	SolarWinds Security Event Manager Workstation	$ 1,158.66	$ 1,158.66
TOTAL AMOUNT			$	93,396.89

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11. INTERNET SERVICE AGREEMENT - DISTRICT WIDE

NAME	State of Texas Department of Information Resources - TEXAN (Spectrum Gulf Coast)
ADDRESS	300 W 15th St Ste 300
CITY/STATE/ZIP	Austin, TX 78701
PHONE	512-531-3264
CONTACT	Patrick Kufrovich

#	Qty	Description	Unit Price	Extension
1	12	Internet Service - District Wide Period: 9/1/22 - 8/31/23	$ 15,000.00	$ 180,000.00
TOTAL AMOUNT			$	180,000.00

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12. NETWORK HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

NAME	Netsync Network Solutions, Inc.
ADDRESS	2500 W Loop S Ste 410
CITY/STATE/ZIP	Houston, TX 77027
PHONE	210-428-7332
CONTACT	Pam Taylor

#	Qty	Description	Unit Price	Extension
1	1	Network Hardware and Software Maintenance Agreement Contracts: 271947515 Period: 9/1/22 - 8/31/23	$ 139,248.59	$ 139,248.59
TOTAL AMOUNT			$ 139,248.59	

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SOUTH TEXAS COLLEGE
13. ORACLE LICENSE MAINTENANCE AGREEMENT

NAME	Oracle America, Inc.
ADDRESS	P O Box 203448
CITY/STATE/ZIP	Dallas, TX 75320
PHONE	703-364-0676
CONTACT	Dapo Lawal

#	Qty	Description	Unit Price	Extension
		Period: 9/1/22 - 8/31/23		
1	1	Oracle Advanced Security Named User Plus Perpetual Qty: 23,896	$ 20,487.39	$ 20,487.39
2	1	Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 13,716	$ 78,631.73	$ 78,631.73
3	1	Oracle Diagnostic Pack - Named User Plus Perpetual Qty: 13,716	$ 5,897.39	$ 5,897.39
4	1	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 13,716	$ 39,315.90	$ 39,315.90
5	1	Oracle Internet Developer Suite-Named User Plus Perpetual Qty: 5	$ 4,950.25	$ 4,950.25
6	1	Oracle Programmer - Named User Plus Perpetual Qty: 5	$ 1,001.34	$ 1,001.34
7	1	Oracle Real Application Clusters - Name User Plus Perpetual Qty: 13,716	$ 39,315.90	$ 39,315.90
8	1	Oracle Tuning Pack - Named User Plus Perpetual Qty: 13,716	$ 5,897.39	$ 5,897.39
9	1	Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 670	$ 10,532.02	$ 10,532.02
10	1	Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 670	$ 789.90	$ 789.90
11	1	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 670	$ 7,899.00	$ 7,899.00
12	1	Oracle Real Application Clusters - Name User Plus Perpetual Qty: 670	$ 5,266.00	$ 5,266.00
13	1	Oracle Tuning Pack - Named User Plus Perpetual Qty: 670	$ 789.90	$ 789.90
14	1	Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 979	$ 7,334.56	$ 7,334.56
15	1	Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 979	$ 550.11	$ 550.11

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SOUTH TEXAS COLLEGE
13. ORACLE LICENSE MAINTENANCE AGREEMENT

NAME			Oracle America, Inc.	
#	Qty	Description	Unit Price	Extension
16	1	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 979	$ 5,500.93	$ 5,500.93
17	1	Oracle Real Application Clusters - Named User Plus Perpetual Qty: 979	$ 3,667.26	$ 3,667.26
18	1	Oracle Tuning Pack - Named User Plus Perpetual Qty: 979	$ 550.10	$ 550.10
19	1	Oracle Database Enterprise Edition - Nonstandard User Qty: 1,338	$ 16,405.99	$ 16,405.99
20	1	Oracle Diagnostics Pack - Nonstandard User Qty: 1,338	$ 1,208.85	$ 1,208.85
21	1	Oracle Internet Application Server Enterprise Edition - Nonstandard User Qty: 1,338	$ 12,088.63	$ 12,088.63
22	1	Oracle Real Application Clusters - Nonstandard User Qty: 1,338	$ 7,943.96	$ 7,943.96
23	1	Oracle Tuning Pack - Nonstandard User Qty: 1,338	$ 1,208.88	$ 1,208.88
24	1	Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 4,161	$ 32,133.14	$ 32,133.14
25	1	Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 4,161	$ 3,382.43	$ 3,382.43
26	1	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 4,161	$ 23,677.04	$ 23,677.04
27	1	Oracle Real Application Clusters - Named User Plus Perpetual Qty: 4,161	$ 15,559.19	$ 15,559.19
28	1	Oracle Tuning Pack - Named User Plus Perpetual Qty: 4,161	$ 3,382.43	$ 3,382.43
29	1	Sun Horizon Library Manager for L-Series Library Admin L180-Storage Device Qty: 1	$ 343.61	$ 343.61
30	1	Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 900	$ 10,796.52	$ 10,796.52
31	1	Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 900	$ 1,136.48	$ 1,136.48
32	1	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 900	$ 7,955.37	$ 7,955.37
33	1	Oracle Real Application Clusters - Named User Plus Perpetual Qty: 900	$ 5,227.81	$ 5,227.81

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13. ORACLE LICENSE MAINTENANCE AGREEMENT

NAME			Oracle America, Inc.	
#	Qty	Description	Unit Price	Extension
34	1	Oracle Tuning Pack - Named User Plus Perpetual Qty: 900	$ 1,136.48	$ 1,136.48
35	1	Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 106	$ 2,970.67	$ 2,970.67
36	1	Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 106	$ 312.71	$ 312.71
37	1	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 106	$ 2,188.87	$ 2,188.87
38	1	Oracle Tuning Pack - Named User Plus Perpetual Qty: 106	$ 312.71	$ 312.71
39	1	Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 2,132	$ 25,129.68	$ 25,129.68
40	1	Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 2,132	$ 2,645.23	$ 2,645.23
41	1	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 2,132	$ 18,516.58	$ 18,516.58
42	1	Oracle Real Application Clusters - Named User Plus Perpetual Qty: 2,132	$ 12,168.06	$ 12,168.06
43	1	Oracle Tuning Pack - Named User Plus Perpetual Qty: 2,132	$ 2,645.23	$ 2,645.23
44	1	Oracle Advanced Security - Named User Plus Perpetual Qty: 345	$ 2,928.97	$ 2,928.97
45	1	Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 239	$ 6,425.37	$ 6,425.37
46	1	Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 239	$ 1,014.54	$ 1,014.54
47	1	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 239	$ 4,734.49	$ 4,734.49
48	1	Oracle Real Application Clusters - Named User Plus Perpetual Qty: 239	$ 3,111.22	$ 3,111.22
49	1	Oracle Real Application Clusters - Named User Plus Perpetual Qty: 106	$ 1,401.46	$ 1,401.46
50	1	Oracle Tuning Pack - Named User Plus Perpetual Qty: 239	$ 676.35	$ 676.35
51	1	Oracle GoldenGate - Named User Plus Perpetual Qty: 24,241	$ 48,039.47	$ 48,039.47

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SOUTH TEXAS COLLEGE
13. ORACLE LICENSE MAINTENANCE AGREEMENT

NAME			Oracle America, Inc.	
#	Qty	Description	Unit Price	Extension
52	1	Oracle Advance Security-Named User Plus Perpetual Qty: 1703	$ 3,295.31	$ 3,295.31
53	1	Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 1703	$ 10,435.19	$ 10,435.19
54	1	Oracle Diagnostics Pack - Names User Plus Perpetual Qty: 1703	$ 1,647.66	$ 1,647.66
55	1	Oracle GoldenGate - Named User Plus Perpetual Qty: 1703	$ 3,844.57	$ 3,844.57
56	1	Oracle Internet Application Server Enterprise Ed User Plus Perpetual Qty: 1703	$ 7,689.13	$ 7,689.13
57	1	Oracle Real Application Clusters - Named User Plus Perpetual Qty: 1703	$ 5,052.90	$ 5,052.90
58	1	Oracle Tuning Pack - Named User Plus Perpetual Qty: 1703	$ 1,098.40	$ 1,098.40
TOTAL AMOUNT			$ 550,248.65	

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SOUTH TEXAS COLLEGE
14. PUBLIC WEBSITE HOSTING SERVICES AGREEMENT

NAME	Rackspace US, Inc.
ADDRESS	1 Fanatical Pl
CITY/STATE/ZIP	San Antonio, TX 78218
PHONE	210-312-4325
CONTACT	Aric Morgan

#	Qty	Description	Unit Price	Extension
1	12	Public Website Hosting Services Agreement Period: 9/1/22 - 8/31/23	$ 6,666.66	$ 79,999.92
TOTAL AMOUNT			$	79,999.92

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15. SERVER HARDWARE MAINTENANCE AND SUPPORT AGREEMENT

NAME	Dell Marketing, LP.
ADDRESS	P O Box 676021
CITY/STATE/ZIP	Dallas, TX 75267
PHONE	800-456-3355
CONTACT	Jose Ramirez

#	Qty	Description	Unit Price	Extension
1	1	Server Hardware Maintenance and Support Agreement Period: 9/1/22 - 8/31/23	$ 147,724.67	$ 147,724.67
TOTAL AMOUNT			$	147,724.67

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SOUTH TEXAS COLLEGE
16. SUPPORT SERVICES AGREEMENT

NAME	Ellucian Company, LP.
ADDRESS	4375 Fair Lakes Ct
CITY/STATE/ZIP	Fairfax, VA 22033
PHONE	610-578-5218
CONTACT	Diane Dougherty

#	Qty	Description	Unit Price	Extension
1	1	Support Services Agreement - Advantage Plus Support Upgrade Period: 9/1/22 - 8/31/23	$ 31,186.00	$ 31,186.00
TOTAL AMOUNT			$ 31,186.00	

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17. SYSTEM APPLIANCES MAINTENANCE AGREEMENT

NAME	Netsync Network Solutions, Inc.
ADDRESS	2500 W Loop S Ste 410
CITY/STATE/ZIP	Houston, TX 77027
PHONE	713-218-5000
CONTACT	Michelle Bailey

#	Qty	Description	Unit Price	Extension
Period: 9/1/22 - 8/31/23				
1	1	BIG-IP Service: Premium (Level 1-3) SN: F5-SVC-BIG-PRE-L1-3-2-HW Duration: 1.0 Years	$ 11,203.30	$ 11,203.30
2	1	BIG-IP Service: Premium (Level 1-3) SN: F5-SVC-BIG-PRE-L1-3-2-HW Duration: 1.0 Years	$ 11,203.30	$ 11,203.30
3	1	BIG-IP Service: Premium Virtual Edition Level 1-3 SN: F5-SVC-BIG-VE+PREL13-2-SW Duration: 1.0 Years	$ 15.30	$ 15.30
4	1	BIG-IP Service: Premium Virtual Edition Level 1-3 SN: F5-SVC-BIG-VE+PREL13-2-SW Duration: 1.0 Years	$ 15.30	$ 15.30
TOTAL AMOUNT			$	22,437.20

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INTERLOCAL COOPERATION AGREEMENT BETWEEN SOUTH TEXAS COLLEGE AND THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY WIC PROGRAM

This Interlocal Cooperation Agreement ("Agreement") is made on this the ____day of August, 2022 between SOUTH TEXAS COLLEGE, hereinafter referred to as "STC", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the "County," by and through the HIDALGO COUNTY WIC PROGRAM, hereinafter referred to as "HCWP," each a "Party" and collectively referred to as the "Parties," pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq. ("Act"), as follows:

WITNESSETH:

WHEREAS, STC is a political subdivision as defined by the Act, is an institution of higher education as defined by Texas Education Code Section 61.003(8), has its principal place of business in Hidalgo County, Texas, and operates various campuses in the Texas Counties of Hidalgo and Starr; and,

WHEREAS, the County of Hidalgo is a local government as defined by the Act and a political subdivision of the State of Texas; and,

WHEREAS, HCWP is a nutrition education program which provides supplemental foods and promotes good health for pregnant, breastfeeding, and postpartum women as well as for infants and children up to the age of five; and,

WHEREAS, STC's students, faculty and staff would benefit from receiving the services provided by HCWP including, without limitation, breastfeeding support, referrals to obtain medical, dental and various services offered by other agencies and organizations, supplemental foods for qualifying participants, and counseling for individuals at high risk for health-related problems; and,

WHEREAS, HCWP operates a whole mobile unit that can provide on-site services to qualifying STC students, faculty and staff located on the various STC campuses, and HCWP desires to provide such services under the terms of this Agreement; and,

WHEREAS, this Agreement will allow a close working relationship between STC and HCWP to provide the services and benefits to qualifying STC students, faculty and staff and allow HCWP to more effectively carryout its missions; and

WHEREAS, STC and the County are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments and political subdivisions to perform governmental functions and services under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, in order for HCWP to provide and for STC to receive the services and benefits described herein, STC and HCWP agree to collaborate and cooperate, as follows:

I. Role and Responsibilities of South Texas College

1. Designate a qualified staff member to serve as the coordinator and liaison between STC and HCWP in connection with all aspects of the services to be provided under this Agreement.

2. Coordinate and work with HCWP to establish mutually acceptable dates and times on which HCWP shall provide services through the use of its mobile unit on the various STC campus locations.

3. Provide adequate parking space within the various STC campuses for the HCWP mobile unit on the dates and times agreed.

4. Provide effective communication and promotion of the HCWP services, including the dates, times and locations of the services, among STC students, faculty and staff.

5. Provide such other services and support as may be necessary to achieve the goals and objectives of this Agreement.

II. Role and Responsibilities of the Hidalgo County WIC Program

1. Designate a representative to serve as the liaison and coordinator between HCWP and STC in connection with all aspects of the services to be provided under this Agreement.

2. Coordinate and work with STC to establish mutually acceptable dates and times on which HCWP shall provide services through the use of its mobile unit on the various STC campus locations.

3. On at least a monthly basis while an STC academic semester is in session, provide the services as described herein, at no charge to STC or STC students, faculty or Staff, on one or more of the following STC campuses depending on the demand for the services: Pecan, Nursing and Allied Health, Technology and Mid-Valley. In addition to STC students, faculty and staff, HCWP may provide services to the general public through the mobile unit while located on an STC campus.

III. Termination and Modification

1. This Agreement is effective upon signature and shall continue in effect until August 31, 2023 unless earlier terminated pursuant to its terms at which time the Agreement will be reviewed for renewal consideration. To be effective and binding, any request for modifications, amendments and/or extensions of this Agreement must be mutually agreed upon, submitted in writing, and signed by the Parties hereto.

2. If a Party materially fails to perform its duties and obligations in accordance with the terms of this Agreement, the other Party may terminate this Agreement upon ten (10) days' advance written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured before the end of the 10-day period.

3. Either Party may terminate this Agreement for convenience by giving thirty (30) days' written notice to the other Party.

IV. Acknowledgements

1. Nothing in this Agreement will create or imply an agency relationship between the Parties hereto nor will this Agreement be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the activities, efforts or services arising under the terms of this Agreement.

2. This Agreement is intended solely for the benefit of each of the Parties hereto and does not confer third-party beneficiary rights upon any other person.

3. A waiver by any Party of any breach of any of the terms or conditions of this Agreement shall not be construed as a waiver of any succeeding breach. All rights, remedies and obligations contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy or obligation of any party. If any provision of this Agreement, as applied to any party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

4. This Agreement constitutes the complete Agreement between Parties relating to the subject matter herein and describes all prior and contemporaneous proposals, Agreements, understandings, representations, and communications, whether oral or written, relating to the subject matter herein.

5. Each term or provision of this Agreement shall be valid and enforced as written to the full extent permitted by law. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

6. Parties may not use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

V. Miscellaneous Provisions

1. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the County to act contrary to law, and whenever there is any conflict between and provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or

provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exits.

2. **Notice.** Except as my be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to South Texas College:
South Texas College
Attention: Dr. Maria E. Rosas
3201 W. Pecan Blvd.
McAllen, TX 78501

If to County:
Hidalgo County
Attention: Richard Cortez, County Judge
100 East Cano St., 2nd Floor
Edinburg, TX 78539

If to Hidalgo County WIC Program:
Hidalgo County Sheriff's Office
Attention: Clarissa Ramirez
3105 W. University Drive
Edinburg, TX 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

3. **Texas Law to Apply.** To the extent authorized by the Constitution and the laws of the State of Texas, STC shall indemnify and hold harmless the County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against the County arising out of, resulting from, or connected with acts or omissions by STC, its agents or employees, under this Agreement.

4. **Immunities.** Neither the County nor STC, via this Agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that the County and STC have entered into this Agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

5. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

6. **Assignment.** This Agreement shall not be assignable.

7. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

8. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

9. **Authority to Execute.** i) STC warrants that (a) the services contemplated by this Agreement are necessary and authorized for activities that are properly within its statutory functions and programs; (b) it has the authority to contract for the services under authority granted in § 130.022, 130.010, and 130.084, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary legal authority and has received all necessary approvals to execute and deliver this Agreement; and (4) the officer signing this Agreement on its behalf is authorized by its governing body to sign this Agreement. ii) the County warrants that (1) it has, through the HCWP authority to perform the services under authority granted in Chapter 791, *Texas Government Code*; (2) it has all necessary legal authority and has received all necessary approvals to execute and deliver this Agreement; and (3) the officer signing this Agreement on its behalf is authorized by its governing body to sign this Agreement. The Parties agree that this Agreement constitutes the valid and enforceable obligations of STC and the County in accordance with its terms.

10. **Performance of Governmental Functions.** Each Party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

11. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither STC nor the County waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

12. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13. **Non-Discrimination.** The services to be provided under this Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, STC policy, or County policy including, without limitation, race, color, national origin, religion, sex, age, veteran status, or disability.

14. **Commitment of Current Revenues.** In the event that during any term hereof, the governing body of any Party does not appropriate sufficient funds to meet the obligations of such Party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the Parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

SOUTH TEXAS COLLEGE
By:

_____
Ricardo J. Solis, President

HIDALGO COUNTY, TEXAS
By:

_____
Richard Cortez, County Judge

HIDALGO COUNTY WIC PROGRAM
By:

_____
Clarissa Ramirez, Director

ATTEST:
By:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodríguez, Jr.

By:

_____