



Complete this form and submit it to the Office of the President by 5:00 pm on the eleventh day before the following Tuesday meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below.*

Date of Board Meeting: May 16, 2017

Date of This Proposal: May 3, 2017

SUBJECT (item as it will appear on agenda): Approve the transfer from the MIS Plant Fund of \$23,000 for the purchase of SONICWALL Supermassive 9600 Firewall.

RECOMMENDATION: Approve the transfer from the MIS Plant Fund of \$23,000.00 for the purchase of SONICWALL Supermassive 9600 Firewall including shipping, installation and configuration.

BACKGROUND/RATIONALE: The SONICWALL Supermassive 9600 Firewall will replace the Cisco ASA5520 firewall located at the Wharton campus. The Cisco ASA5520 is older than 7 years and has reached end of life.

Estimated Cost and Budgetary Support (how will this be paid for?): \$ 23,000.00
Transfer from the MIS Plant fund for 2017-2018.

RESOURCE PERSON(S) [name(s) and title(s)]:

John Miller, Manager of Technology Services

Pamela J. Youngblood, Vice President of Technology and Institutional Research

Bryce Kocian, Vice President of Administrative Services

SIGNATURES:

Originator

05/04/2017

Date

Cabinet-Level Supervisor

5/4/2017

Date

PRESIDENT'S APPROVAL:

5-11-17

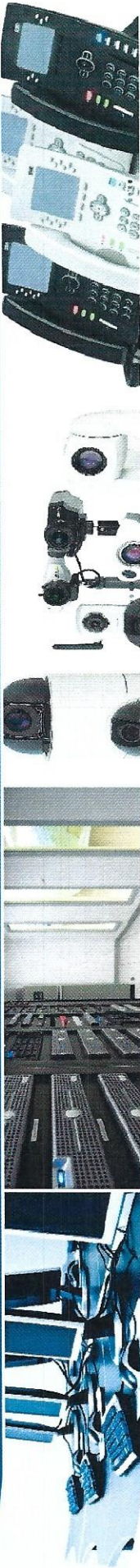


All-Tex Networking Solutions, Inc.

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Richmond, TX 77469

www.all-tex.net

Toll Free: (877) 255-8396
Phone: (281) 232-9118
Fax: (832) 595-1061
Email: info@all-tex.net



Proposal for



*Wharton County
Junior College*

911 Boling Highway
Wharton, TX 77488

New SonicWall firewall (EDU)

Trans# 3150

Revision 0
April 11, 2017

ALL-TEX NETWORKING SOLUTIONS, INC., PROPRIETARY NOTICE

The information contained in this Agreement is proprietary and shall not be disclosed by the CUSTOMER ("CUSTOMER") unless written permission is requested of and granted by ALL-TEX NETWORKING SOLUTIONS, INC. ("ALL-TEX"). The information in this Agreement may not be altered, reproduced, or transmitted in any form or by any means without written permission from ("ALL-TEX"). No copies shall be given to anyone outside of the CUSTOMER'S organization without expressed written consent of ("ALL-TEX"). The information contained in this Agreement represents a significant creative effort containing techniques, ideas, trade secrets, confidential information, and other proprietary concepts.

Trans# 3150

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Wharton County Junior College
New SonicWall firewall (EDU)

ABIDANCE BY LAWS

This agreement shall be governed under the laws of the State of Texas, including the Gramm-Leach-Bliley Act. Any legal action to enforce any agreement between the parties shall be brought in a district court in Ft. Bend County, Texas and if once brought there, shall not be removed to another jurisdiction.

ADHERENCE TO WORK RULES

("ALL-TEX") shall comply with all applicable work requirements within the building. The obligations contained herein assumes reasonably unobstructed work by our employees and does not include delays caused by (CUSTOMER) or other contractors.

ASSUMPTIONS

The pricing provided assumes:

- All tools and materials can be stored in a secured location on ("CUSTOMER")'s premise for the duration of the project.

Pricing is considered firm for the period specifically stated in the quotation section of this Agreement. It is assumed that this base bid does **NOT** include the following:

- Cabling in an asbestos or otherwise hazardous environment
- Custom painting to match any decor in equipment room
- Moving heavy furniture, file cabinets, desks, supplies, etc.
- Responsibility for damaged or broken ceiling tiles
- Raceway or conduit unless specified below.
- Physical move of the existing systems (voice or data)

COMPLETE AGREEMENT

This Agreement comprises the entire agreement between ("CUSTOMER") and ("ALL-TEX"). There are no oral or other written agreements modifying the terms to this Agreement. Any modification must be in writing, signed by all parties and attached to this Agreement.

CONFIDENTIALITY AND PRODUCT OWNERSHIP

All records, customer files, reports, databases and any other information contained on the network of ("CUSTOMER") are the property of ("CUSTOMER"). ("ALL-TEX") is not authorized to use this information for any purposes other than those purposes necessary to complete the services for which ("ALL-TEX") is engaged. Without express prior written approval, ("ALL-TEX") is prohibited from conveying any information, property or systems knowledge obtained, including but not limited to business operations and work flow, to any third party, or using such information to solicit customers, market ("ALL-TEX") or related businesses, or use such information for gain.

CUSTOMER RESPONSIBILITY

- ("CUSTOMER") is responsible for all costs associated with "dry runs" - meaning that no work can be accomplished due to lack of access or miscommunication of the ("CUSTOMER").
- Required access to buildings 12 hours per day

DATA INTEGRITY

Data integrity is the responsibility of the ("CUSTOMER"). ("ALL-TEX") will make every effort to prevent data loss; however, we assume no liability for the loss, damage, or unintentional destruction of any data. Backups should be performed daily by ("CUSTOMER") to ensure recovery should data loss occur.

HOLD HARMLESS AGREEMENT

("CUSTOMER") agrees to protect, defend, indemnify and hold ("ALL-TEX") and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. (CUSTOMER) further agrees to investigate, handle, respond to, provide defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. Agreement is in effect during the term of this contract and the term of the work actually performed by ("ALL-TEX") for ("CUSTOMER"). Agreed by signatories below.

INSURANCE

("ALL-TEX") maintains commercial liability and workers compensation insurance through Hannover Lloyds Insurance Company. ("ALL-TEX") carries an aggregate of \$5,000,000 on our commercial policy and \$1,000,000 on workers compensation. Insurance certificates will be mailed directly from the carrier if copies are required.

MAINTENANCE AND SERVICE

All-Tex Networking Solutions, Inc. maintenance and service agreements are available upon request.

PARTS

All hardware is billed separately. Unless otherwise specified, Maintenance and Service contracts include labor cost only.

PAYMENTS AND TAXES

("CUSTOMER") agrees to pay ("ALL-TEX") all fees and charges by the date(s) required under the Agreement. If no date is specified, then each fee or charge shall be due and payable within thirty (30) days after the date of ("ALL-TEX")'s invoice. Interest at the rate of eighteen percent (18%) per year, not to exceed the maximum interest rate permitted under applicable law, will be charged on delinquent accounts. In the event ("ALL-TEX") is required to seek the aid of an attorney for collection under this Agreement, ("CUSTOMER") agrees to also pay reasonable attorney's fees and court costs. Payment is due in the Richmond office of ("ALL-TEX"), which shall be deemed the place of performance.

SOFTWARE

Software shall only be purchased according to federal licensing laws. ("ALL-TEX") assumes no liability for illegally purchased or installed software by ("CUSTOMER"). ("ALL-TEX") shall not install client software that ("ALL-TEX") believes is not legally owned by ("CUSTOMER").

SOLICITATIONS

During the term of this Agreement or any paragraph hereof, and continuing for one (1) year thereafter, each party agrees that it and its affiliates shall not hire, contract for, or solicit the employment of any person who has performed work (whether in the capacity of employee, or as independent contractor, or as an employee of such an independent contractor, or otherwise) on behalf of the other party (referred to as the "Employer") in respect of the services provided herein, unless a period of twelve months has elapsed from the last date that such person was employed by the Employer, without the prior consent of the Employer.

UNFORESEEN CIRCUMSTANCES OR CAUSES

("ALL-TEX") shall not be liable for any damages arising from unforeseen circumstances or causes outside of ("ALL-TEX"). ("CUSTOMER") acknowledges that the ability of ("ALL-TEX") to provide the services contemplated under this Agreement requires that ("CUSTOMER") provide all required information, cooperation and access to ("CUSTOMER")'s network and that ("CUSTOMER") is responsible for purchasing any additional software, hardware and/or equipment contemplated by this Agreement or otherwise required to permit ("ALL-TEX") to provide the services. ("ALL-TEX") shall not be liable for any failure to provide the services if ("CUSTOMER") fails to honor such obligations or if undertaken by ("ALL-TEX") in reliance upon information provided by ("CUSTOMER").

WARRANTIES

("ALL-TEX") provides a fifteen-year cabling warranty on all parts and a two-year warranty on labor provided and installed by ("ALL-TEX"), cabling personnel. Equipment manufacturers generally provide warranties of one year. Except as expressly provided in this Agreement, ("ALL-TEX") specifically disclaims all warranties expressed or implied including implied warranties of merchantability, fitness for its intended purpose or otherwise.

SCOPE OF PROJECT

Provide a new SonicWall firewall at the main campus for Wharton County Junior College.

QUOTATION

Ln#	Qty	Description	Total
1	1	SONICWALL Intrusion Prevention, Anti-Malware and Application Control for supermassive 9600 (3 Years)	
2		Core security services bundle that provides real time network threat prevention through low latency Intrusion Prevention	
3		Service, Gateway Anti-Virus and Anti-Spyware with a CloudAV cloud-assist capability, along with botnet filtering and GeolP	
4		filtering and reporting. Also includes Application Intelligence, Control & Visualization for application blocking, reporting or	
5		bandwidth shaping. This price includes shipping, installation and configuration.	
6			

Total: **\$22,745.00**

THIS QUOTE IS VALID FOR 30 Days

TERMS

- 50% deposit , Purchase Order and a signed copy of this Agreement is required prior to ordering parts or scheduling work. Full payment is due upon completion of work.
- All trade-ins, product swaps and allowances become the property of ("ALL-TEX")
- Remote access (128 bit encryption minimum) will be the primary method of performing requested work. If a problem can not be resolved remotely, a technician will be dispatched to the site.
- The Online Help Desk is the preferred method to submit work order requests in writing. If ("CUSTOMER") can not access the Online Help Desk, or is experiencing an emergency situation, please contact us via phone at our Richmond location.
- No equipment, parts, cabling, or software not specifically included in this Agreement will be provided.
- All training beyond that specified in this Agreement will be billed at ("ALL-TEX") standard hourly rate. Full payment is due upon completion of work.

All-Tex Networking Solutions, Inc. (SPIN No. 143016695)



President

04/11/17

Date

Wharton County Junior College

Authorized signature

Date