



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 21

DATE: 11/19/2024

SUBJECT: RFP NO. F2024178 - INTEGRATION OF VMWARE NSX STRETCHED NETWORK WITH AZURE COMMERCIAL AND GOVERNMENT CLOUD TENANTS - INFORMATION TECHNOLOGY - THOMAS GALLAWAY CORPORATION D/B/A TECHNOLOGENT - PER CONTRACT TERMS

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024178, Integration of VMWare NSX Stretched Network with Azure Commercial and Government Cloud Tenants, for Information Technology, to Thomas Gallaway Corporation d/b/a Technologent at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Six hundred six (606) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on August 12, 2024, was attended by three (3) vendors as well as representatives from Information Technology and Purchasing. Four (4) proposals and four (4) no-bids were received.

Proposals were evaluated by Information Technology and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

The top two (2) scoring vendors were invited to provide presentations. The Evaluation Committee then rescored the vendors based on the criteria and processes set forth in the RFP specifications.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in no reduction in the total price.

The proposal received from Thomas Gallaway Corporation d/b/a Technologent meets all specifications and is acceptable to Information Technology.

The term of the contract is twelve (12) months, effective November 19, 2024.

SUBMITTED BY	Purchasing	PREPARED BY:	Caleb Rojo
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 11/19/2024 PAGE 2 OF 21

This contract is to ensure the seamless integration of on-premise and cloud resources, enabling disaster recovery capabilities for specific applications. The professional services will ensure the disaster recovery solution is properly architected and aligned with the County's specific needs which will enhance resiliency and operational reliability. The solution will minimize downtime and maintain business continuity during unforeseen service disruptions.

Therefore, it is the joint recommendation of Information Technology and Purchasing that RFP No. F2024178, Integration of VMWare NSX Stretched Network with Azure Commercial and Government Cloud Tenants, be awarded to Thomas Gallaway Corporation d/b/a Technologist at the per contract terms.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$146,250.00 is available in account 10000-2025 General Fund/1810500000 Disaster Mgmt/Business Cont./569011 Professional Services.

RFP No. F2024178 Integration of VMWare NSX Stretched Network with Azure Commercial and Government Cloud Tenants
 Post-Demonstration Scores

		Award	
		BuzzClan, LLC Dallas TX HUB -No	Thomas Galloway Corporation d/b/a Technologist Irvine, CA HUB - No
Evaluation Criteria	Max Points	Score	Score
Qualifications and Experience	250	89	200
Project Management and Implementation Approach	350	130	266
References	50	31	9
Price	350	350	197
Total Score	1000	600	672

Notes: No-bids were received from Plywood Company of Fort Worth, Inc, 3-C Technology LLC, Design Werks, Olivares Electric of El Paso, LLC

RFP No. F2024178 Integration of VMWare NSX Stretched Network with Azure Commercial and Government Cloud Tenants
Initial Scores

Evaluation Criteria	Max Points	BuzzClan, LLC	E-ZEN I-Marketing and	Presidio Holdings	Thomas Galloway
		Dallas TX HUB -No	Research LLC Suwanee, GA HUB - No	Irving, TX HUB - No	Corporation d/b/a Technologist Irvine, CA HUB - No
Qualifications and Experience	250	Score 177	Score 67	Score 59	Score 181
Project Management and Implementation Approach	350	261	123	105	228
Total Score	600	438	190	164	409

Notes: No-bids were received from Plywood Company of Fort Worth, Inc, 3-C Technology LLC, Design Werks, Olivares Electric of El Paso, LLC



STATEMENT OF WORK

Between

Tarrant County

And

Thomas Gallaway Corp dba Technologent

100 Spectrum Center Drive | Suite 700 | Irvine | CA | 92618

For

Azure Migration

Contract Number: F2024178

Revision 5

October 15, 2024

Prepared by: Greg Parks

Email: greg.parks@technologent.com

This document constitutes a "Statement of Work" ("SOW") consulting services Agreement by and between Tarrant County and Thomas Gallaway Corp dba Technologent. This document and pricing will remain valid for 30 days unless mutually agreed upon by both Tarrant County and Thomas Gallaway Corp dba Technologent.

Table of Contents

1	INTRODUCTION	3
2	PROJECT OVERVIEW	3
3	PROJECT OBJECTIVES	3
4	SCOPE OF WORK	4
4.1	Project Management & Scheduling	4
4.2	Planning and Designing	4
4.2	Deployment Activities	6
4.3	SRM Migration Planning.....	7
4.4	Issue Resolution During and Post-Deployment	8
4.5	Knowledge Transfer and Documentation	8
5	PROJECT TIMELINE AND MILESTONES	8
6	ROLES AND RESPONSIBILITIES	9
7	ACCEPTENCE CRITERIA	9
8	ASSUMPTIONS	10
9	CUSTOMER RESPONSIBILITIES	10
10	PROJECT MANAGER AND CONTACTS	12
11	ADDITIONAL PROVISIONS	12
12	PRICING	13
12.1	Invoicing	13
12.2	Travel & Expenses	13
13	Compliance with Laws	14
14	EXHIBIT “A” – CONTACT INFORMATION	15

Overview

This Statement of Work ("SOW") is entered into as of the date of the last signature below ("Effective Date") and sets forth the terms under which Tarrant County ("**Customer**" or "**Client**") has engaged Thomas Gallaway Corp dba Technologent ("**Technologent**" or "**Vendor**") to provide the professional services described hereunder (the "Services").

This SOW, RFP F2024178 – Integration of VMWare NSX Stretched Network with Azure Commercial and Government Cloud Tenants, and the Technologent response to RFP F2024178 shall be governed by the terms and conditions of the RFP F2024178 & RFP Response to RFP F2024178. Capitalized terms not defined herein shall have the meaning given to them in the RFP F2024178 & RFP Response to RFP F2024178.

1 INTRODUCTION

Tarrant County has engage Technologent Professional Services to assist with the Integration of a VMWare NSX Stretched Network with Azure Commercial and Government Cloud Tenants.

2 PROJECT OVERVIEW

Tarrant County currently operates a single Dell VxRail 16-host cluster stretched between a primary and secondary data center, running VMware vSphere V8.0.1.00300, vSAN V8.0.0-0.25.22088125, and NSX V4.1.2.0.0.22589037. All active virtual machines (VMs) reside on eight hosts in the primary data center.

The project aims to integrate this existing infrastructure with Tarrant County's Azure Government Cloud tenant using Microsoft's AVS services and VMware SRM. This integration will facilitate a hybrid cloud environment, enabling Tarrant County to begin their journey of evacuating their current recovery (or secondary) data center. The overall objective is to design and advise on the deployment and configuration of AVS with NSX, HCX and SRM. SRM will be the new solution to provide disaster recovery protection in AVS and will eliminate, or break, the stretched cluster to the recovery data center for the identified and selected workloads. Additionally, HCX will be deployed to facilitate native workload migrations as well as to provide layer 2 network support (i.e., to be able to use same IP addresses in a non-stretched cluster).

Technologent will provide guidance and implementation services throughout the project lifecycle, ensuring adherence to best practices and alignment with Tarrant County's strategic objectives.

3 PROJECT OBJECTIVES

The primary objectives of this project are:

1. **Seamless Integration:** Design and provide implementation guidance for a seamless integration between Tarrant County's existing VMware environment running in their primary data center and Azure Government Cloud tenant using AVS services.
2. **Enhanced Disaster Recovery:** Leverage VMware SRM to establish disaster recovery processes for five (5) predetermined VMs, ensuring minimal downtime and operational continuity.
3. **Optimized Performance and Cost Efficiency:** Optimize performance across on-premises and cloud environments while balancing cost and recovery time objectives for the selected workloads.

4. **Security and Governance:** Advise and provide oversight for security measures and governance policies to ensure data integrity, compliance, and secure connectivity across environments.
5. **Knowledge Transfer and Documentation:** Provide documentation and knowledge transfer to empower Tarrant County's IT staff with the skills and understanding necessary for ongoing operations and future scalability.
6. **Post-Implementation Support:** Offer dedicated support for 30 days post-implementation to address any arising issues and ensure the stability and efficiency of the deployed solution.

4 SCOPE OF WORK

The scope of work encompasses detailed planning, design, guided implementation, and support activities necessary to achieve the outlined objectives. The project will be executed over six (6) weeks, although these weeks may not be consecutive, combining initial onsite engagement and subsequent remote support.

4.1 Project Management & Scheduling

During the Project Management and Scheduling Phase, Technologent will assign a Project Manager for the engagement who will perform the following tasks:

1. Work with Tarrant County's assigned project manager to identify the subject matter experts who will assist and advise Technologent's technical experts on matters unique or specific to the desired infrastructure
2. Conduct review of Tarrant County's and Technologent's engagement responsibilities, timelines, and tasks, and coordinate the assignment(s) of appropriate personnel to ensure a successful engagement
3. Act as the single point of contact to Tarrant County in all matters related to the performance of this SOW
4. Review Statement of Work and Schedule

4.2 Planning and Designing

4.1.1. Azure AVS Landing Zone Readiness

Activities:

1. Assess Tarrant County's current Azure environment for readiness to deploy AVS.
2. Identify and document prerequisites and dependencies required for AVS deployment.
3. Develop an AVS Landing Zone design.
4. Define network topology, connectivity, security, and governance structures within the Landing Zone.
5. Ensure compliance with Azure Government Cloud requirements and standards.

Deliverables:

1. AVS Landing Zone Readiness Assessment Report.
2. AVS Landing Zone Design Document.
3. Prerequisites Checklist and Remediation Plan.

4.1.2. Identity and Access Management (IAM)

Activities:

1. Evaluate current IAM policies and structures within Tarrant County's on-premises and Azure environments.
2. Design an integrated IAM solution ensuring seamless and secure access across hybrid environments.
3. Establish multi-factor authentication (MFA) and conditional access policies for enhanced security.

Deliverables:

1. IAM Design and Implementation Plan.

4.1.3. Operations

Activities:

1. Define operational processes and procedures for managing and monitoring the hybrid cloud environment.
2. Advise and provide standard operating procedures (SOPs) assistance for routine tasks, incident response, and change management.
3. Provide oversight and recommendations on appropriate monitoring and logging tools for proactive infrastructure management.
4. Plan for capacity management and scalability to accommodate future growth.
5. Provide design for BC/DR in AVS (i.e., how VM's will be protected when running production at the DR (AVS) cluster(s)).

Deliverables:

1. High Level Operations Management Plan.
2. Provide up to 3 Standard Operating Procedure Documents.
3. High Level Monitoring and Logging Configuration Overview.
4. Capacity Management Plan.
5. BC/DR Design Doc.

4.1.4. Network

Activities:

1. Conduct a review of Tarrant County's current network architecture.
2. Design a network topology connecting on-premises infrastructure with AVS in Azure Government Cloud.
3. Design network segments, subnets, and routing policies ensuring basic connectivity and adequate performance.
4. Design VNet peerings and Global Reach connectivity.
5. Design HCX deployment.

Deliverables:

1. High Level and Low Level Network Architecture Design Document.
2. Network Configuration and Implementation Plan.
3. HCX Design.

4.1.5. Security

Activities:

1. Develop a high-level security strategy encompassing network security, data protection, and compliance requirements.
2. Design and incorporate Network Security Groups (NSGs), firewalls, and other security controls (where applicable).
3. Provide assistance on establishing security monitoring and incident response.
4. Provide assistance to ensure compliance with relevant regulatory standards and frameworks (e.g., CJIS, FedRAMP).

Deliverables:

1. High-Level Security Strategy and Implementation Plan.

4.1.6. Governance

Activities:

1. Advise and assist with governance policies and frameworks to manage resources, costs, and compliance across hybrid environments.
2. Provide implementation guidance for Azure Policy to enforce governance standards.
3. Provide tagging strategy oversight for resource management and cost tracking.

Deliverables:

1. List of Recommended Azure Policies to be Implemented.
2. Resource Tagging Strategy Document.

4.1.7 AVS Nodes and SKUs and Clusters

Activities:

1. Analyze workload requirements and performance metrics to determine appropriate AVS node types and quantities.
2. Select suitable AVS SKUs that align with Tarrant County's performance and budgetary considerations.
3. Document and validate AVS resource allocations and configurations.
4. Design the logical and physical layout of AVS clusters to support high availability and fault tolerance.
5. Plan and provide implement guidance for vSAN storage policy configurations for optimal storage performance and resilience.

Deliverables:

1. High Level and Low Level AVS Node, SKU and Cluster Design Document.

4.2 Deployment Activities

4.2.1. AVS Deployment

Activities:

1. Provide provisioning oversight for AVS nodes and clusters according to the specified designs.
2. Provide oversight assistance of vSphere, vSAN, and NSX components within AVS.
3. Provide oversight configuration assistance for cluster settings, including Distributed Resource Scheduler (DRS) and High Availability (HA) policies.

4.2.2. Network Deployment

Activities:

1. Provide oversight assistance for network configurations as per the approved design documents.
2. Provide implementation assistance for Global Reach connections, VNets, and NSGs.
3. Provide oversight and configuration assistance for deploying network segments, subnets, and next hop routing policies ensuring basic connectivity and adequate performance.

4.2.3. SRM Deployment

Activities:

1. Provide implementation oversight for configure VMware Site Recovery Manager (SRM) within the AVS environment.

4.2.4. HCX Deployment

Activities:

1. Provide implementation assistance for VMware Hybrid Cloud Extension (HCX) to facilitate efficient VM migrations and to support Tarrant County's Layer 2 objectives of maintaining same IP addresses in AVS.

Rationale for HCX Inclusion: HCX will be required for "extending" layer 2 network. HCX Network Extension (NE) enables the extension of a broadcast domain from a customer site to an Azure VMware Solution private cloud using a Layer 2 VPN (L2VPN). This functionality is facilitated by deploying a dedicated virtual appliance at both the on-premises site and the Azure VMware Solution environment. Additionally, HCX is integral for simplifying and accelerating the migration of workloads to AVS by providing efficient, secure, and seamless migration capabilities. It supports large-scale migrations with minimal downtime and offers advanced features such as network extension and replication optimization, ensuring that Tarrant County can migrate any desired workloads to AVS effectively and with reduced risk.

4.3 SRM Migration Planning

4.3.1 Detailed Migration Steps

Activities:

1. Identify and review 5 VM's for transitioning workloads from the on-premises environment to AVS using SRM.
2. Create migration plan for moving the disaster recovery protection from the on-premises stretched cluster to SRM protection.
3. Provide SRM policy creation and runbook assistance for 5 VMs.
4. Provide configuration oversight for SRM protection groups.

Deliverables:

1. SRM Migration Plan for up to 5 VMs.

4.3.2. Issue Resolution During and Post-Deployment

Activities:

1. Establish a dedicated support channel for real-time issue reporting and resolution during deployment phases.
2. Provide experienced engineer(s) to troubleshoot and resolve any technical challenges encountered.
3. Document all issues encountered along with resolution steps for future reference.
4. Provide 30 days of post-deployment support, including a 4-hour response time for any inquiries or issues from 8AM to 5PM.
5. Monitor the environment to ensure stability and optimal performance.
6. Advise on recommended adjustments as necessary.

Deliverables:

1. Issue Tracking and Resolution Logs.
2. Support Contact Information and Escalation Procedures.
3. Post-Deployment Support Reports.

4.3.3 Knowledge Transfer and Documentation

Activities:

1. Conduct workshop sessions throughout project for Tarrant County's IT staff covering all aspects of the deployed solution.
2. Review documentation including design documents, configuration guides, and SOPs.
3. Provide final workshop session at the end of the project for hand-off.

Deliverables:

1. Documentation Repository.

4.4 Issue Resolution During and Post-Deployment

Activities:

1. Establish a dedicated support channel for real-time issue reporting and resolution during deployment phases.
2. Provide experienced engineer(s) to troubleshoot and resolve any technical challenges encountered.
3. Document all issues encountered along with resolution steps for future reference.
4. Provide 30 days of post-deployment support, including a 4-hour response time for any inquiries or issues from 8AM to 5PM.
5. Monitor the environment to ensure stability and optimal performance.
6. Advise on recommended adjustments as necessary.

Deliverables:

1. Issue Tracking and Resolution Logs.
2. Support Contact Information and Escalation Procedures.
3. Post-Deployment Support Reports.

4.5 Knowledge Transfer and Documentation

Activities:

1. Conduct workshop sessions throughout project for Tarrant County's IT staff covering all aspects of the deployed solution.
2. Review documentation including design documents, configuration guides, and SOPs.
3. Provide final workshop session at the end of the project for hand-off.

Deliverables:

1. Documentation Repository.

5 PROJECT TIMELINE AND MILESTONES

In order to achieve this aggressive timeline, the following weekly activities are documented. This is not a binding schedule; rather, an estimate and visual of all the activities that need to be addressed within 6 weeks.

Project Duration: 6 Weeks + 30 Day Post Support

Week	Milestones
Week 1	<ul style="list-style-type: none"> - Onsite Kick-off Meeting and Environment Walkthrough - Project Planning and Management Framework Establishment - Initial Assessments (AVS Readiness, IAM, Network, Security)

Week	Milestones
Week 2	<ul style="list-style-type: none"> - Completion of Design Documents (HLD/LLD) - Review and Approval of Designs by Tarrant County - Preparation of Environment, Including Migration Plans
Week 3	<ul style="list-style-type: none"> - Deployment of Network Components - AVS Provisioning and Configuration - Initial SRM and HCX Setup
Week 4	<ul style="list-style-type: none"> - Configuration of Security and Governance Policies - Migration Testing and Validation for Selected VMs - Issue Resolution and Optimization
Week 5	<ul style="list-style-type: none"> - Completion of Full Deployment and Configurations - Migration of VM's to SRM
Week 6	<ul style="list-style-type: none"> - Monitoring and Performance Tuning - Post-Implementation Review and Final Documentation Delivery - Final Knowledge Transfer Workshop
30 Day Support	<ul style="list-style-type: none"> - Post-Implementation Support Commences

6 ROLES AND RESPONSIBILITIES

Technologent will provide the following team members:

- **Solution Architect:**
 - Leads the design of the overall solution architecture and ensures alignment with best practices.
 - Provide oversight on implementation.
 - Provide escalation support.
- **Cloud Engineer:**
 - Provides additional oversight for AVS, SRM, and HCX.
 - Provide and drive operations such as monitoring, SOPs, and knowledge transfers.
 - Provides migration assistance.
 - Provides post deployment support.

7 ACCEPTENCE CRITERIA

The project will be considered successfully completed upon meeting the following criteria:

1. **Successful Deployment:** All components (AVS, SRM, HCX, Network, Security) are deployed and configured as per design specifications.
2. **Validation Testing:** All test cases, including migration of five (5) predetermined VMs, failover and failback procedures, have been successfully executed and passed.
3. **Comprehensive Documentation:** All required documentation has been delivered, reviewed, and approved by Tarrant County.
4. **Knowledge Transfer Completed:** Tarrant County staff have received adequate training and demonstrate proficiency in managing the new environment.

5. **Post-Implementation Stability:** The environment remains stable and operational without critical issues during the 30-day post-implementation support period.
6. **Formal Sign-off:** Tarrant County provides formal acceptance and sign-off on all deliverables and project outcomes.

8 ASSUMPTIONS

Should any of these assumptions change, the activities listed above as well as the level of effort and fees required to complete the work identified in this Statement of Work may require alteration and the issuance of a Project Change Request.

1. Technogent shall not be responsible for material delays caused by Tarrant County due to the lack of access, facilities, cooperation or information requested by Technogent from Tarrant County or material changes to the approach or Services described in this SOW that are made by Tarrant County (see Delays section of this SOW under 'Additional Provisions').
2. All work will be performed during normal business hours defined as Monday through Friday, 9:00AM – 6:00PM (based on the Tarrant County's primary office time zone) and excluding "Technogent" company holidays. Any work requested outside of normal business hours must be previously arranged and mutually agreed upon.

9 CUSTOMER RESPONSIBILITIES

1. Staffing of official Project Manager or similar central point-of-contact. Technogent will provide overall Project Management, however customer-side resource management & prioritization will be crucial to achieving timely success.
2. Respond to all requests for information and/or documentation and/or furnish requested data relevant to the Project within three to five (3-5) business days.
3. Provide access to necessary Tarrant County resources, including designated decision makers, to participate in the Project.
4. Provide necessary workspace for Technogent resources when on-site. This includes desk, chair, phone, and internet connectivity.
5. Assist with project management activities associated with this project where appropriate.
6. Provide administrator or superuser logons to host systems, or (alternatively) assign system administrator(s) to perform logon activities on behalf of Consultant technical personnel.
7. Verify that all servers and/or workstations included in the scope of this activity are fully functional before Technogent personnel begin assessment activities. Fully functional includes operating system(s), database(s), application(s) and network(s) provided or supplied by Tarrant County in connection with this project.
8. Tarrant County will provide timely access to necessary resources, personnel, and environments. Without this support, the timeline may be pushed and change orders may be required.
9. All prerequisite upgrades and preparations outlined during planning will be completed by Tarrant County as per the agreed schedule. Without this, the timeline may be pushed and change orders may be required.
10. Necessary approvals and change requests will be processed promptly to avoid project delays. Without this, the timeline may be pushed and change orders may be required.

11. Any third-party dependencies (e.g., OEM support) will be adequately managed and available when required. Without this, the timeline may be pushed and change orders may be required.
12. Tarrant County staff will actively participate in training and knowledge transfer activities.
13. Any scope changes will be addressed through the formal change management process and may impact timelines and costs.
14. No advanced network (Azure, AVS, or NSX) features will be implemented including load balancers, traffic managers, micro segmentation, firewall configuration or routing beyond first hop for basic connectivity.
15. Tarrant County is responsible for obtaining SRM licenses. Without this, the timeline may be pushed and change orders may be required.
16. Due to time limitations, failover recovery plans will not be fully automated.
17. Tarrant County will be performing the implementation of AVS, NSX, and HCX with oversight from Lone Star resources.
18. Azure AD/Entra ID is implemented. Without this, the timeline may be pushed and change orders may be required.
19. Full network connectivity to Azure via Express Route is implemented and will be used for Global Reach and SRM replication. Without existing connectivity that is ready for AVS/Global Reach, the timeline may be pushed and change orders may be required.
20. A /22 IP address block dedicated to AVS must be assigned prior to or during the kick off. Without this, the timeline may be pushed and change orders may be required.
21. Additional IP address (minimum of /24 must be allocated for AVS landing zone) that is fully routable must be provided prior to or during the kick off. Without this, the timeline may be pushed and change orders may be required.
22. Tarrant County will provide a dedicated team for the 6 week engagement including representation from the infrastructure, network, security, identity, operations and management (or decision making team members) teams. Without this, the timeline may be pushed and change orders may be required.
23. Tarrant County must provide Azure network connectivity design and on-premise network connectivity design including egress and egress topologies prior to kick-off.
24. Tarrant County must provide general Azure design with specific details around identity and Active Directory, domain controller placement, DNS resolution, and AD Connect prior to kick-off.
25. All user access must be ready prior to kick off. Without this, the timeline may be pushed and change orders may be required.
26. All Tarrant County team members must support effort and be available throughout entirety of project. Without this support, the timeline may be pushed and change orders may be required.
27. Avs quotas have been submitted to Microsoft resources are available. Without this, the timeline may be pushed and change orders may be required.

10 PROJECT MANAGER AND CONTACTS

Tarrant County and Technologent will assign Project Managers for this SOW who will be responsible for managing all activities for the successful completion of the Project. Tarrant County and Technologent's contact information are attached hereto as EXHIBIT "A".

11 ADDITIONAL PROVISIONS

Change Procedure

Any changes and/or modification to this SOW must be done in writing and approved by both Technologent and Tarrant County. Some changes may result in a change to the service fees associated with this SOW. Should the changes result in additional time or material, Technologent will provide to Tarrant County in writing an estimated cost for approval before such costs are incurred.

Resource Scheduling

Technologent will require a minimum of two (2) weeks of lead-time for scheduling any project resources from the Effective Date of this SOW.

Delays

If Tarrant County places a temporary freeze, hold, or pause on this SOW for two (2) weeks or more, Tarrant County understands Technologent resources assigned to such SOW may not be available to complete the services at such time when the freeze hold or pause is lifted ("Delay"). In the event of a Delay, Technologent will promptly notify Tarrant County and replace such personnel with person(s) with equal qualifications and skills and training to continue such work or to complete the remainder of the applicable SOW in accordance with any project schedule or timelines in or referenced in the SOW at no increase in cost or additional charge to Tarrant County.

Existing Equipment

Technologent is not responsible for any existing equipment defects or interoperability. It is the Tarrant County's responsibility to have the data backed up and available on premise, if needed.

Warranty

Technologent is not responsible for any alterations or changes to the Warranty or Maintenance contract due to the relocation. Tarrant County must contact the manufacturer to verify.

Project Completion Acknowledgement

Upon the completion of the Services, Tarrant County will provide written acceptance of the Project Completion acknowledging satisfactory completion of the services described herein within five (5) business days upon request by Technologent. If Tarrant County does not respond within five (5) business days, the consulting services for the milestone or project will be considered accepted.

12 PRICING

Technologent will provide Professional Services which include the deliverables described in this document for a fixed price exclusive of Taxes as indicated in the Project Fee Schedule below but with Net 30 days, pending proper credit approval. Tarrant County payment terms will be in accordance with Texas Govt. Code Chapter 2251, The Texas Prompt Payment Act.

Project Fee Schedule

Event / Milestone	% of Payment	Acceptance Criteria	Total
Project Initiation • Project Kickoff & Assessment (Meetings with the County department completed, and functional requirements established in an implementation plan)	25%	Implementation plan delivered and accepted by Tarrant County.	\$36,562.50
Project Execution • Requirement Gathering/Discovery • Development • Training • User Acceptance Testing	50%	Document sign-off by Tarrant County for each stage.	\$73,125.00
Project closure • Post Go-Live & Stabilization (Conclusion of 30 Day post implementation support)	25%	Project closure sign off by Tarrant County.	\$36,562.50
TOTAL			\$146,250.00

12.1 Invoicing

Technologent will submit an invoice, only after the county has provided written acceptance of milestone completion within 30 days.

12.2 Travel & Expenses

Technologent shall receive reimbursement for certain travel expenses only as authorized in advance by County. Such expenses may include: airfare (economy or coach class only), lodging, Dallas-Fort Worth transportation expenses (economy rental car, taxi/Uber, etc.) and subsistence during specific travel periods. Mileage to/from Technologent airport is not reimbursable. Valet parking is not reimbursable without prior approval from Tarrant County IT.

Reimbursement for travel is based on actual receipts. Meals shall not exceed the meal per diem rates set forth by the Tarrant County Travel Policy provided to Technologent. Nightly hotel rates shall not exceed the current rate published by the U.S. General Services Administration. To receive reimbursement, Technologent must submit valid receipts and supporting backup. Technologent will not receive reimbursement for unauthorized or unsupported expenses. If a baggage fee is charged, the County will only reimburse for one (1) personal piece of luggage and will not pay for overweight charges.

Authorized reimbursable expenses will not exceed \$1,500 per trip without prior approval in writing from Tarrant County IT.

All travel expenses must be invoiced within 60 days of completion of travel.

13 Compliance with Laws

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits

Agreed to accepted by:

Tarrant County

Thomas Gallaway Corp dba Technologent

Signature: _____

Signature: _____

Name: _____

Name: Isabel Rivera

Title: _____

Title: General Counsel

Date: _____

Date: _____

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor

14 EXHIBIT “A” – CONTACT INFORMATION

Tarrant County Contact Information		
Tarrant County Headquarters (Billing Address)	200 Taylor St, Fort Worth, TX 76102	
In-Scope Tarrant County Location(s) (Ship To Address)	200 Taylor St, Fort Worth, TX 76102	
Tarrant County Project Team		
Tarrant County Role	Name	Email
Primary Project Contact	Rodney Crockett	Rgcrockett@tarrantcountytx.gov
Project Contact	Mark Bloodworth	Mbloodworth@tarrantcountytx.gov
Project Contact	Dustin Gerold	Djgerold@tarrantcountytx.gov

Technologent Contact		
Technologent Headquarters	100 Spectrum Center Drive Suite 700 Irvine CA 92618	
Technologent Project Team		
Technologent Team Role	Name	Email
Account Executive	Todd Hickey	todd.hickey@technologent.com
Customer Solutions Manager	Greg Parks	greg.parks@technologent.com
Sales Support	Misty Davidson	misty.davidson@technologent.com
Solutions Architect	Tom Teague	tom.teague @technologent.com



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024178 - Integration of VMWare NSX Stretched Network with Azure Commercial and Government Cloud Tenants - Information Technology - Thomas Gallaway Corporation d/b/a Technogent - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

RFP No. F2024178 - Integration of VMWare NSX Stretched Network with Azure Commercial and Government Cloud Tenants - Information Technology - Thomas Gallaway Corporation d/b/a Technogent - Per Contract Terms

SIGNED AND EXECUTED this 19 day of November, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge