

Requisition

Req # 00152139

PO #

Date: 03/31/09

*Consent
14830
4/7/09*

Bill To: x
x

Vendor : 355623
RAPID7 LLC
545 BOYLSTON STREET, STE 400
BOSTON MA 02116-3606
FAX (310)640-6885

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Reference# Q59301 04/01/2009 THRU 04/01/2010 DO NOT DUPLICATE ORDER		
1.00	EACH	NEXPOSE TECHNICAL SUPPORT & UPGRADES UNLIMITED ACCESS TO TECHNICAL SUPPORT & AUTOMATIC PRODUCT UPGRADES, INCLUDING ANY AND ALL MAJOR RELEASES	4,882.50	4,882.50
1.00	EACH	NEXPOSE SUBSCRIPTION LICENSE NEXPOSE VULNERABILITY DEFINITIONS BY ELECTRONIC SUBSCRIPTION	6,510.00	6,510.00
1.00	EACH	ANNUAL APPLIANCE WARRANTY	450.00	450.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-336	11,842.50	
			Freight	.00
			Total	11,842.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 <i>4/1/09 - 4/1/2010</i>		

Authorized By: _____



RENEWAL INVOICE

Rapid7 LLC
 545 Boylston St
 Suite 400
 Boston MA 02115-3806
 United States

Date: 2.4.2009
 Reference #: Q59301
 Due Date: 3.31.2009
 Sales Rep: Fagore, Emma
 Customer #:
 Service Start: 1.1.2009
 Service End: 1.31.2010

Bill To

Martha Salazar
 County of Hidalgo
 100 N. Clossner Blvd
 1st Floor
 Edinburg TX 78539
 United States

Item #	Description	Unit Price	Quantity	Total Price
RENTECH	1 NEXPOSE TECHNICAL SUPPORT & UPGRADES * Unlimited access to technical support & automatic product upgrades, including any and all major releases. -- 15% of product list price	4,382.50	1	4,382.50
RENSUB	1 NEXPOSE SUBSCRIPTION LICENSE * NeXpose vulnerability definitions by electronic subscription -- 20% of product list price	6,511.70	1	6,511.70
RENAPP	1 ANNUAL APPLIANCE WARRANTY * 15% of appliance cost for first 3 years of contract	450.00	1	450.00

Notwithstanding anything to the contrary, Rapid7 is expressly authorized by Licensee to ship and invoice for the Products listed above upon execution of this Product Order Form. Any terms and conditions in Licensee's purchase order, which may or may not become available, shall be of no force or effect.

Check One

Customer has issued purchase order number _____ attached hereto

Customer's internal business practice does not require a purchase order in support of the products and/or services included on this Product Order Form. The invoice for such products and/or services should be mailed to the address below and will be paid within terms included on this Product Order Form

Attn: _____

This Product Order Form is governed by the terms and conditions of the end user license agreement which can be found at www.rapid7.com/eula. By signing below, Customer accepts and agrees to be bound by such terms and conditions.

Signature _____



Total \$11,344.50



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

“SOLE SOURCE DECLARATION”

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent *mls*

Date: March 28, 2008

Re: “Sole Source Declaration” – Rapid7 LLC

Due to changing technology, it is most advantageous for the Information Technology Department to enhance this department’s productivity.

Hidalgo County (IT) Information Technology Department requires the use of Rapid7 Nexpose Internet Vulnerability Management System Software. This software would enable the department to scan and discover more vulnerabilities and eliminates false positives, detects and remediates vulnerabilities in more databases than traditional scanners. Rapid 7 LLC is the “sole source manufacturer, distributor, supplier and provider of technical support and subscription services for this software”.

The Purchasing Department attempted to contact a least four (4) known software providers and to solicit quotes with no success or response.

Therefore, the Information Technology Department requires the purchase of this software from Rapid7 LLC.

AI-8539

23.H.1.

**Vulnerability Assessment Technology Purchase
CC REGULAR**

Date: 04/01/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

A. Requesting approval of an "order" granting exemption from competitive bidding requirement under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source;"

B. Approval of a "Sole Source Declaration" with authority to purchase from Rapid7 LLC a Nexpose Internet Vulnerability Management System in the amount not to exceed \$24,500.00 (req. #128498)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 Amount available in req #128498 is \$24,500.00 for Rapid 7 LLC Sole Source Vendor.

Attachments

Link: [Nexpose Vulnerability Assessment Technology](#)
 Link: [Sole Source Memorandum](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/28/2008 01:12 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 02:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/28/2008 03:00 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:21 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:32 PM	APRV
Form Started By: Matilde Faz			Started On: 03/24/2008 02:17 PM	
Final Approval Date: 03/28/2008				



Rapid7 LLC

545 Boylston Street, Suite 400
Boston, MA 02116
[Tel] 617-247-1717
[Fax] 617-507-6488

To Whom It May Concern:

This letter confirms that Rapid7 LLC is the sole source and sole supplier of NeXpose, as well as the sole provider of technical support and subscription services for the product. The NeXpose source code is owned exclusively by Rapid7; therefore, Rapid7 is the only supplier of product updates and new vulnerability definitions.

Second and subsequent years' technical support and subscription services are available exclusively through direct procurement from Rapid7. No resellers are permitted to resell Rapid7's annual support and subscription services; Rapid7 is the sole authorized source.

NeXpose is unique in that we employ an artificial intelligence engine called JESS (Java Expert System Shell). This patented technology is not replicated in any vulnerability assessment system other than NeXpose.

If I can be of further assistance, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Fasano".

Nick Fasano
National Sales Director
617 247 1717
nick_fasano@rapid7.com



Rapid7 LLC
 898 N. Sepulveda Blvd
 Suite 500
 El Segundo CA 90245
 United States
 (310) 760-4640 Phone / (310) 640-6885 Fax
 www.rapid7.com
 Tax ID # 74-3111935

Bill To

Renan Ramirez
 County of Hidalgo
 100 N. Closner Blvd.
 Edinburg TX 78539
 United States

Req. 128498

PRODUCT ORDER FORM

Date 3/7/2008
 Reference # Q58155
 Expires 3/31/2008
 Sales Rep Brodhag, Andrew J
 PO #
 Terms Net 30

Product Code	Quantity	Description	Unit Price	Total Price
NXNSC	1	NEXPOSE INTERNET VULNERABILITY MANAGEMENT SYSTEM * Includes software license for 1 NeXpose Security Console & Scan Engine	10,000.00	10,000.00
NXIPLIC	300	NEXPOSE IP LICENSE FOR SPECIFIED IP RANGE * Permits scanning up to licensed number of IPs	58.50	17,550.00
NXDISLIC	1	NEXPOSE DISCOVERY LICENSE FOR SPECIFIED NUMBER OF IPs * Permits discovery scanning for a Class B IP range	5,000.00	5,000.00
NXAPPLIANC E	1	NEXPOSE APPLIANCE * Plug and Play * 1U rack mount * LCD Display for easy configuration to the network Warranty: Hardware will be replaced while under maintenance for three years from date of delivery. Maintenance is included for the first year. Customer is responsible for backup of data.	3,000.00	3,000.00
NXTECH	1	ONE YEAR NEXPOSE TECHNICAL SUPPORT & UPGRADES * Unlimited access to 24 hour technical support and automatic product upgrades, included any and all major releases — 15% of NeXpose product cost	0.00	0.00
NXSUBS	1	ONE YEAR NEXPOSE SUBSCRIPTION LICENSE * NeXpose vulnerability definitions by electronic subscription — 20% of NeXpose product cost	0.00	0.00

MARKETING PARTNER DISCOUNTS:

All discounts predicated on client serving as a "Marketing Partner". Client agrees to provide the following marketing support after NeXpose has been implemented in consideration for the marketing concession discounts:
 * Serving as a reference for Rapid7 LLC (Rapid7 will schedule appropriately)
 * Speaking to analysts as warranted
 * Supporting the development of a case study
 * Press release announcing the partnership upon contract execution
 * Participation in joint press releases and/or articles for media publication as warranted

Subtotal 35,550.00
 Discount (DISCPROMO) -11,075.00
 Shipping Cost (UPS Ground - Flat Rate) 25.00
 Total \$24,500.00



What Rapid7's Customers are Saying

"With its remote access capabilities, NeXpose allows me to delegate to our other IT administrators and ensure every campus department is covered in our network audits. I can locate the systems that have the most problems in only a few clicks...The reporting capabilities are better than anything we used previously... The vulnerabilities discovered by NeXpose are thoroughly explained and remediation steps are outlined for addressing them. We can also generate an executive summary for upper management." - *Joe Ferris, Florida State University*

"NeXpose is extremely thorough in its compliance checking against devices; [it] also demonstrated it enables integration with other technologies. We can easily integrate it with the Peregrine Service Center, the software we use for call-ticketing and incident-handling...The product is easy to use; the interface makes it simple to set up and perform the scanning. We were also pleased to learn that it is an affordable solution and fit within our budget." - *David Fournier, Hannaford Bros. Co.*

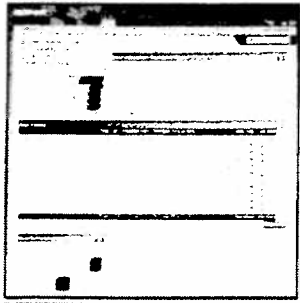
"The functionality is unsurpassed. I almost jumped up and down with joy when I saw it could work against all of those different hardware platforms, databases, and OSs. I was also impressed with the license flexibility. So many other products cannot be used for a rotating audit schedule, while your license plan seems tailored to my circumstance. I was very impressed with the multiplatform, multiOS, and multiapplication approach; and especially, I like the credentials. I am so happy I can do OS patch level scans and do a web crawl that catches cross-site scripting and other application type vulnerability IN ONE PRODUCT." - *Edward Melchior, University of Wisconsin Milwaukee*

"We wanted to minimize risks in our environment and prevent potentially destructive events from occurring. We're using NeXpose for protecting both our network backbone and devices at our Boston headquarters...Other products found the security problems but didn't provide a way to solve them. My focus is on finding solutions; therefore it was a huge difference for me that NeXpose explains what I need to do to fix a problem." - *Tom Scott, Newbury Comics.*

"We've found NeXpose to be very intuitive and easy to use. Most of our staff has picked it up with minimal training. The risk scanning process has become very flexible now because NeXpose affords usability throughout our organization that we did not have before." - *Pamela Sutton, Miami Dade County*

mission critical data and protect their customers from hackers and exploits.

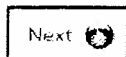
NeXpose combines the following into a Unified Vulnerability Management solution, enabling non-stop, flexible protection from network security threats:



[Click to enlarge](#)

- Vulnerability management - scan your environment from both inside and outside the firewall to find exposures that can compromise your network
- Risk assessment - identify risk based upon how the vulnerability in one system affects another
- Policy and compliance reporting - determine if your systems comply with corporate or regulatory policies
- Remediation guidance - fix vulnerabilities quickly and easily with the information provided in remediation reports
- Accurate scanning - delivers accurate scanning results in less time with an expert system that follows an assessment process similar to that used by ethical hackers
- Automated ticketing - manages the remediation workflow process with an internal ticketing system to delegate remediation tasks to the analysts and administrators responsible for individual systems.

NeXpose audits Web applications, databases, operating systems, servers, and network devices from a single product. NeXpose, available as a software product, hardware appliance or a managed service, runs on Linux and Window platforms and self manages internal database, program and vulnerability library updates.



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What is NeXpose?

In 2000, Rapid7 recognized the need for a powerful and intelligent all-in-one vulnerability management solution. After working with security experts and security professionals to define and develop this unique solution, the Rapid7 team emerged with NeXpose. Today, NeXpose is the number one choice of security experts and thousands of security professionals to protect their global assets, secure



PRODUCT ORDER FORM

Terms and Conditions

PURCHASE ORDER NOTES:

Your signature on this Purchase Order Form shall be a binding, non-cancelable agreement between Licensee and Rapid7. Delivery and use of the product(s) listed shall be governed in accordance with the terms listed here and those terms accompanying the software.

PAYMENT TERMS:

- * Customer responsible for any costs incurred in the collection of this debt, including attorney's fees and court costs.
- * Rapid7 LLC reserves the right to correct and/or collect state or government taxes assessed, as required by law, without notice.

SERVICE RENEWAL:

This service will be automatically renewed at the list price in effect at the end of the Initial Term, and each Term extension thereafter, unless either party delivers to the other party a written termination notice at least thirty (30) days prior to the end of the then current Term or Term Extension. Failure to provide termination notification shall not be considered grounds for non-payment.

MARKETING PARTNER DISCOUNTS:

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- * Serving as a reference for Rapid7 LLC (Rapid7 will schedule appropriately)
- * Speaking to analysts as warranted
- * Supporting the development of a case study
- * Press release announcing the partnership upon contract execution
- * Participation in joint press releases and/or articles for media publication as warranted

ACCEPTED BY:

NAME:

TITLE: _____ DATE: _____

BILL TO ADDRESS:

SHIP TO ADDRESS:
