
**WILLIAMSON COUNTY
SERVICES CONTRACT
SEMPER FEYE SOLUTIONS, INC.**
(Cooperative Contract: DIR-CPO-5032)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Semper Feye Solutions, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Statement of Work dated October 09, 2025**, being marked as **Exhibit “A”** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County’s solicitation, if applicable.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before March 31, 2026, however this date may be amended at the sole discretion of the County. Upon successful

completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”** upon final completion of the services as determined by County. The not-to-exceed amount for the life of this Contract is Twenty-Two Thousand, Five Hundred, Dollars (\$22,500.00), unless amended by a change order and approved by Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract to the Risk Management Department: coi.submission@wilco.org.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY,

OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached **Statement of Work dated October 09, 2025;**
- B. Cooperative Contract: DIR-CPO-5032 and;
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

[SIGNATURE PAGE TO FOLLOW]

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

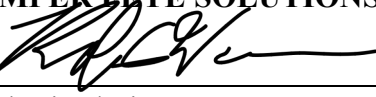
WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SEMPER EYE SOLUTIONS, INC.:

By 

Authorized Signature

Robert Wagner

Printed Name

Date: October 28, 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 29 2025 Time: 11:46 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 30 2025 Time: 11:09 am

EXHIBIT A
Statement of Work dated October 09, 2025

PCI Assessment - Taxation

vCISO Managed Service

Williamson County Texas
[REDACTED]

Date: October 9, 2025

Revision: 2

DIR Cooperative Contract: DIR-CPO-5032

Prime Contractor

Semper Feye Solutions, Inc.
[REDACTED]

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1 INTRODUCTION

Semper Feye Solutions, Inc (SFS) is an IT and Engineering solutions provider specializing in federal, state, and municipal engineering services. Designated a Service-Disabled Veteran Owned Small Business (SD-VOSB) and a Historically Underutilized Business (HUB) by the Federal government and the State of Texas, we employ a core management staff of highly skilled professionals comprising decades of experience in both public and private sectors.

Semper Feye Solutions' name is inspired by Semper Fidelis, the United States Marine Corps motto which means 'Always Faithful.' Semper Fi is a common greeting among Marines as it, with two words, profoundly connotes the bond of brotherhood formed among the few and the proud. The founding Marines of Semper Feye follow Ductus Exemplo, which is to 'Lead by example' with zeal, fidelity, and obedience. Guided by the Marine Corps values of honor, courage and commitment, Semper Feye Solutions raises the red, white, and blue high and boldly proceeds forward embodying the 'Esprit de Corps.'

We apply a disciplined requirements-based approach to systems engineering by analyzing the problem, developing requirements, deriving specifications, and testing according to those specifications. Combined with our project management skills and strong configuration management, Semper Feye Solutions delivers products that exceed expectations and match the expectations set and communicated throughout the project.

In this overview of services, Semper Feye proposes to perform vCISO Managed Services with our partner SFS/VISTRADA through DIR Cooperative Contract (DIR-CPO-5032).

2 TASK

2.1 ON DEMAND SERVICES

SFS/VISTRADA for the Taxation Department including but not limited to:

Consultants: [REDACTED] – Cybersecurity Team (or equivalent)

Services:

1. Scoping
 - Review SAQ C
 - Gain access to Security Metrics
 - Perform Gap Assessment
2. Apptega Sub-Control Review
 - Populate Apptega with Applicable Controls
3. Policy Generation & Review:
 - Generate ~13 Policies to fit SAQ C requirements
 - Revise, Review and Attest to 13 Policies
4. Procedure Generation & Review
 - Generate ~13 Procedures to fit SAQ C requirements
 - Revise, Review and Attest to 13 Procedure
5. Evidence Gathering
 - Gather vendor attestations for non-responsible systems that handle CHD
 - Gather technical screenshots of systems managed by Wilco that handle CHD
6. Vulnerability Scanning
 - Scope vulnerability scans, ingest targets into ASV scanner
 - Run, review, apply remediations (where necessary)
 - Run remedial scan until can results in PASS
7. SAQ Creation
8. AOC Creation

CLIENT agrees to purchase up to 80 hours at a discounted blended hourly rate of \$280 per hour (standard rate is \$300 per hour).

Additional hours can be purchased under this agreement upon email approval by the CLIENT.

Future SOWs – The four other departments requiring PCI are excluded from this SOW and will be handled in the future upon CLIENT signing separate SOWs for that work.

3 ASSUMPTIONS

SFS/VISTRADA

1. All meetings/calls under contracted services will be scheduled within 2 business days of SFS/VISTRADA's request.
2. All questions/issues under contracted services will be resolved within 2 business days of SFS/VISTRADA's request.
3. Any information identified that could potentially impact the planned hours will be brought to CLIENT's attention for analysis and change control/management in a timely manner.
4. Invoices to be submitted via the specified CLIENT submission process.
5. Review and signoff will be completed within 5 days of delivery of any final reports.
6. SFS/VISTRADA will be providing all documentation and reports electronically.
7. Services will be provided offsite/remote.
8. Due to the constantly evolving nature of cybersecurity and potential changes in a client's environment, SFS/VISTRADA cannot guarantee the discovery of all vulnerabilities or ensure a specific level of security through its services.
9. The CLIENT acknowledges that SFS/VISTRADA provides services based on the information and specifications provided by the CLIENT, and that SFS/VISTRADA does not guarantee the accuracy, completeness, or suitability of such information and specifications. The CLIENT is solely responsible for the final decision making regarding the deliverables and the implementation of the services. SFS/VISTRADA is not liable for any damages, losses, or liabilities arising from the CLIENT's decisions or actions related to the services.
10. SFS/VISTRADA reserves the right to change the stated deliverables under this Agreement and any subsequent renewals due to standards being superseded or eliminated. Any deliverable adjustment causing a change to the fee will require written authorization by the CLIENT.
11. If there is any discrepancy between the terms of this SOW and the MSA, the provisions of this SOW will prevail.

4 PERIOD OF PERFORMANCE

EFFECTIVE DATE: On issuance of Purchase Order by CLIENT

INITIAL CONTRACT TERM: 12 months from effective date

5 BILLING RATE

\$22,500 for 80 hours to be billed.

1. Invoice to be issued at contract signature.
2. Pre-paid hours not used by the end of the 12-month term will be forfeited.
3. Expenses shall be charged by VISTRADA in accordance with written CLIENT guidelines.
4. Fees and expenses will be paid within 30 days of receipt of the invoice.
5. Standard services approved and performed at the client request outside the scope of this project will be billed as follows:
 - Associate Consultant: \$175/hour
 - Consultant: \$200/hour
 - Senior Consultant: \$250/hour
 - Manager: \$300/hour
 - Director: \$350/hour
 - Executive: \$400/hour
6. Incident response coordination services approved and performed at the client request will be discounted from industry standard rates and billed as follows:
 - Associate Consultant: \$250/hour (*industry standard rate: \$350/hour*)
 - Consultant: \$300/hour (*industry standard rate: \$400/hour*)
 - Senior Consultant: \$400/hour (*industry standard rate: \$500/hour*)
 - Manager: \$500/hour (*industry standard rate: \$600/hour*)
 - Director: \$600/hour (*industry standard rate: \$700/hour*)
 - Executive: \$700/hour (*industry standard rate: \$800/hour*)

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

County's Right to Audit. Semper Feye Solutions agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Semper Feye Solutions which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Semper Feye Solutions agrees that County shall have access during normal working hours to all necessary Semper Feye Solutions facilities and shall be provided adequate and appropriate

workspace in order to conduct audits in compliance with the provisions of this section. County shall give Semper Feye Solutions reasonable advance notice of intended audits.

6 THIRD-PARTY TERMS

Use of SFS/VISTRADA products and services constitutes agreement to be bound by these third-party terms which are incorporated into your agreement by this reference.

1. The terms applicable to **Apptega** products and services can be found at <https://www.apptega.com/terms>
2. The terms applicable to **Microsoft 365** products and services can be found at <https://www.microsoft.com/licensing/terms/productoffering/Microsoft365/MOSA>
3. The terms applicable to **Azure** products and services can be found at <https://azure.microsoft.com/en-us/support/legal/>
4. The terms applicable to **Knowbe4** products and services can be found at <https://www.knowbe4.com/terms>
5. The terms applicable to **Clone Systems** products and services can be found at <http://www.clone-systems.com/legal>