

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR MOVING STORAGE BOXES & ORGANIZING
OF TAB PRODUCTS
RECORDS SHELVING & STORAGE SYSTEM
(DIR-TSO-2606)**

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 Tex. Const. art. XI, § 7, 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 CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **TAB Products Co. LLC, 2301 W. Anderson Lane, Suite S, Austin, TX 78757** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational 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 following items in order to complete the project:

- A. Fee proposal dated June 1, 2017, which is marked as Exhibit "A" and incorporated herein as if copied in full; and
- B. Required insurance certificates.

Should The County choose to add services in addition to those described in above, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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 himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

IV.

No Assignment: Service Provider may not assign this contract.

V.

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.

VI.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposals:

- A. Fee proposal dated June 1, 2017, which is marked as Exhibit "A" and incorporated herein as if copied in full; and
- B. Required insurance certificates.

The not-to-exceed amount under this agreement is \$11,753.75, unless amended by a change order and approved by the 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.

VI.

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 (including premises, completed operations and contractual)	\$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.

VIII.

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.

IX.

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

X.

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.

XI.

Termination: This agreement 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.

XII.

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.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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 Agreement, 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 Agreement 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 work space 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.

XVI.

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 the signatures of all parties in duplicate originals this the 6th day of June, 2017.

WILLIAMSON COUNTY:

Authorized Signature

SERVICE PROVIDER: TAB Products Co, LLC


Authorized Signature

Exhibit "A"

(TAB fee proposal dated 6/1/17 and incorporated herein as if copied in full)



TAB

Space Planning Consultations, File Conversions and Relocations
Bar-Code Tracking Systems and Color Label Systems
Records and Document Management Software
Color-Coded Filing and Custom Folders
High Density Mobile Storage Systems

Williamson County Georgetown
Record Storage Warehouse

DATE: 6-1-17

QUOTATION #:

EMAIL: rdrouin@tab.com

Attn: Tammy McCulley, 512-943-1455

CELL: 512.633.2446

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION:

QUANTITY	DESCRIPTION	EACH	PRICE
1 Lot	Labor to move 6500 storage file boxes off the wide span shelving onto the new mobile shelving. We will put in straight box order as labeled on the outside of the box.		
	The total dollar amount includes the rental of a light weight mechanical scissor lift		
	NET INVESTMENT TO CLIENT AFTER DISCOUNT		\$11,753.75
	Tammy, thank you for this opportunity – we really appreciate your business.		
TERMS: Net 30		F.O.B.: Destination	EST. SHIP DATE: 5-10 days
PREPARED BY: <i>Rene' Drouin</i>		ACCEPTED BY:	

PRICE HONORED FOR 60 DAYS

CONFIDENTIALITY NOTICE: This page and the accompanying documents contain information for a specific individual and purpose. This information is private and protected by law. Any disclosure, copying or distribution is strictly prohibited.

2301 W. Anderson Lane, Suite S, Austin, TX 78757



Randy Barker, CPPO, CPPB
Purchasing Director/Agent

Certificate of Interested Parties (Form 1295)

(Revised 02/21/2017)

IFB#, RFP#, RFQ# or Contract/Agreement#: _____

Service Description/Contract Name: _____

Vendor Name: _____

Your contract is being recommended to the Williamson County Commissioners Court for approval as a future agenda item.

The Texas Legislature passed HB1295 in their last legislative session which added Section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a **Certificate of Interested Parties Texas Ethics Commission (Form 1295)** before entering into a contract (new, amended, extended or renewed) that

- (1) Requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed. **A new filing must be completed for each awarded contract (new, amended, extended or renewed) requiring Commissioners' Court approval.**
- (2) Has a value of at least \$1 million.

Accordingly, we are needing your assistance in complying with the new Form 1295 requirements.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required in order to approve and execute your contract.

Our goal is to serve the public, the county organization, and our suppliers efficiently, professionally, and ethically.

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
Phone: 512-943-3553
www.wilco.org/purchasing



Randy Barker, CPPO, CPPB
Purchasing Director/Agent

As of January 1, 2016, Respondents are responsible for complying with this law.

Per the direction of the Texas Legislature, the Texas Ethics Commission made available on its website a new filing process that must be used to file Form 1295. Information regarding how to use the filing process is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- (1) Use the online application to process the required information on Form 1295;
- (2) Print a copy of the form which will contain a unique certification number;
- (3) An authorized agent of the Respondent must sign the printed copy of the form;
- (4) Have the form **notarized**; and
- (5) The completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

If you haven't already done so, your first step in completing Form 1295 will be to create an account. For assistance on how to register and how to complete Form 1295, we would highly encourage you to watch the short "Logging In the First Time- Business User" and "How to Create a Certificate" videos that are posted on the website noted above. In addition there are several other links on the website posted above that may be helpful to you in understanding and completing Form 1295.

Williamson County's guidance in completing Form 1295 is as follows (Please note this is not legal advice):

- (1) Who is the contract with – click "Other Governmental Entity"
- (2) Agency/Entity Name – Williamson County, Texas
- (3) Contract ID Number - enter the Contract# specified at the top of this email. If no number was specified, please put 'N/A'.
- (4) Who is the Signature of officer administering oath (the entire bottom line of the form) – the Notary.

With regards to listing your entity's Interested Parties, the Ethics Commission defines the terms controlling interest and intermediary interest is as follows:

"Controlling interest"– means:

- (1) An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- (2) Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or

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- (3) Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary interest" means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) Receives compensation from the business entity for the person's participation;
- (2) Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) Is not an employee of the business entity.

Your help is appreciated in completing and returning Form 1295 at your earliest convenience. Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Williamson County will not proceed with the approval and/or award of the contract.

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Purchasing Director/Agent

EXAMPLE ONLY CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. [fill in the requested business entity information]				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Williamson County				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. [fill in with contract number listed at the top of this email]				
4 Name of Interested Party		City, State, Country (place of business)	Nature of Interest (check applicable) Controlling Intermediary	
See Section 2252.908 of the Texas Government Code, Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code, and the Texas Ethics Commission website				
5 Check only if there is NO Interested Party. ☐				
6 AFFIDAVIT I swear or affirm, under penalty of perjury, that the above disclosure is true and correct. Sign and notarize the form before submitting to Purchasing Agent's Office. AFFIX NOTARY STAMP / SEAL ABOVE: Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. [Signature of Notary] [Name of Notary] Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath				
ADD ADDITIONAL PAGES AS NECESSARY				

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/3/2015

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Georgetown, Texas 78626
Phone: 512-943-3553
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-219525

Date Filed:
06/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TAB Products Co, LLC
Mayville, WI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

06-01-17
Move Storage file boxes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Streblow, Betsy	Mayville, WI United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

CHERI A FALK
Notary Public
State of Wisconsin


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Betsy Streblow ^{UP of Client} _{SACS}, this the 6th day of June, 20 17, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Cheri A. Falk
Printed name of officer administering oath

Customer Support
Title of officer administering oath