
WILLIAMSON COUNTY PURCHASE CONTRACT

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 PURCHASE 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 **SHI Government Solutions, Inc.** (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to purchase and the Vendor agrees to sell the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to purchase goods in addition to those described in **Exhibit "A,"** such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Vendor shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods 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; or (2) the date the Williamson County Auditor

receives an invoice for the goods. 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.

IV.

Confidentiality: Vendor 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.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor 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 Vendor or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 VENDOR, 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. VENDOR 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, VENDOR 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 THIRD PARTY CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE 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 VENDOR 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.

Limitation of Liability: NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY COUNTY TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE COUNTY ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT VENDOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

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: Vendor 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: Vendor 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 Vendor which are directly pertinent to the good to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all reasonable Vendor 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 Vendor reasonable advance notice of intended audits; however, such audits shall not be conducted more than once per twelve (12) month period and shall not be conducted on a contingency fee basis.

XIII.

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

XIV.

No Assignment: Vendor may not assign this Contract.

XV.

Foreign Terrorist Organizations: Vendor 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.

XVI.

Public Information: Vendor 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.

XVII.

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

such damage within one (1) calendar day.

XVIII.

Media Releases: Vendor 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.

XIX.

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.

XX.

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 Quote, and being marked **Exhibit "A"**; and
- B. The cooperative purchasing contract (**Sourcewell Contract 081419-SHI**)

The County reserves the right and reasonable 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.

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

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20____

VENDOR:

SHI International Corp.

Name of Vendor

DocuSigned by:

Michael Drecolias

EC8926B82F5D48A...

Authorized Signature

Michael Drecolias

Printed Name

Date: 9/19/2024, 20____

Approved as to Legal Form

JACQUELINE LENTZ

General Counsel, Commissioners Court

Date: Sep 19 2024 Time: 4:43 pm

Reviewed by Contract Audit

SARA GREER, CGAP

Contract Auditor

Williamson County Auditor's Office

Date: Sep 20 2024 Time: 6:44 am

[REDACTED]

**Exhibit “A”
Quote**



Pricing Proposal

Reference #: 184832

Created On: 9/5/2024

Valid Until: 10/21/2024

TX-County of Williamson

Tammy McCulley

301 SE Inner Loop
Suite 105
Georgetown, TX 78626
UNITED STATES
Phone:
Fax:
Email: tmcculley@wilco.org

Inside Account Manager

Jonathan Gaudet

3828 Pecana Trail
Austin, TX 78749
Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Adobe Sign for enterprise Subscription Adobe - Part#: 65315738 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2024 – 10/21/2025 Note: 10,000 trans (18,000 MSRP)	1	\$16,945.00	\$16,945.00
2	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2024 – 10/21/2025 Note: (101 MSRP)	850	\$81.00	\$68,850.00
3	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months Adobe - Part#: 65274430 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2024 – 10/21/2025 Note: CC All Apps (855 MSRP)	12	\$783.75	\$9,405.00

4	Adobe Creative Cloud Single App Enterprise Term License - Per User - 12 Months	30	\$378.25	\$11,347.50
	Adobe - Part#: 65300291			
	Contract Name: Sourcewell- Technology Catalog Solutions			
	Contract #: 081419-SHI			
	Coverage Term: 10/22/2024 – 10/21/2025			
	Note: CC Single App (450 MSRP)			

5	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months	18	\$783.75	\$14,107.50
	Adobe - Part#: 65274430			
	Contract Name: Sourcewell- Technology Catalog Solutions			
	Contract #: 081419-SHI			
	Coverage Term: 10/22/2024 – 10/21/2025			
	Note: CC All Apps - (855 MSRP)			

Total	\$120,655.00
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Additional Comments

Please Note: Adobe has a zero returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.