
WILLIAMSON COUNTY CONTRACT FOR GOODS and SERVICES

Election Systems & Software, LLC

Quote Date: 7/10/2025

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 CONTRACT FOR GOODS (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Election Systems & Software, LLC** (hereinafter “ES&S”), both of which are referred to herein as the parties. ES&S agrees to provide the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: The goods include internal backup batteries, paper rolls, 8GB memory devices, ballot boxes with power supplies and AC cords and #2 ballot box lock as described in the attached **Quote Date: 7/10/2025** being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the Customer’s solicitation, if applicable.

Should the Customer 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 Customer for the additional goods. ES&S shall not provide any additional goods, and the Customer shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

Services: ES&S shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. ES&S expressly acknowledges that he, she, or it is not an employee of the Customer. The service includes the work described in the attached **Quote Date: 7/10/2025** being marked as Exhibit “A,” which is incorporated herein.

Should the Customer choose to add services in addition to those described in Exhibit “A,” 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 Customer for the additional services. ES&S shall not begin any additional services

and the Customer shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

ES&S represents that ES&S (including ES&S'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 ES&S shall, upon written (including electronic) request, provide proof of valid licensure.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") 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 Customer. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the Customer. 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: ES&S will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with Texas BuyBoard Contract #710-23. The not-to-exceed amount for the life of this Contract is **One Hundred Sixteen Two Hundred Fifteen Dollars (\$116,215.00)**.

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 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 the 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 the 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.

The Customer is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The Customer agrees to provide exemption certificates to ES&S upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against ES&S for the supplies or products provided or any Services rendered.

IV.

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 Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless ES&S for any reason are hereby deleted.

V.

Compliance With All Laws: ES&S agrees and will comply with 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.

VI.

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.

VII.

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.

VIII.

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.

IX.

Right to Audit: ES&S agrees that the Customer 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 ES&S which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. ES&S agrees that the Customer shall have access during normal working hours to all necessary ES&S facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give ES&S reasonable advance notice of intended audits.

X.

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

XI.

No Assignment: ES&S may not assign this Contract.

XII.

Confidentiality: ES&S 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.

XIII.

Foreign Terrorist Organizations: ES&S 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.

XIV.

Public Information: ES&S understands that Customer 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.

XV.

Media Releases: ES&S shall not use Customer's name, logo, or other likeness in any press release, marketing materials, or other announcement without the Customer's prior written approval.

XVI.

Authorized Expenses: In the event Customer authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, Customer 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: [WilliamsonCountyVendorReimbursementPolicyMarch2023.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.

XVII.

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 Date: 7/10/2025, marked Exhibit "A" and
- B. The Texas BuyBoard Contract #710-23, incorporated by reference and
- C. Any Amendments agreed to by both parties.

The Customer 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.

XVIII.

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 Customer.

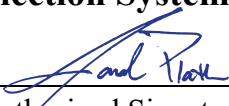
Williamson County:

Authorized Signature

Printed Name

Date: _____, 20____

Election Systems & Software, LLC:



Authorized Signature

Jared Plath
Printed Name

Date: August 1, 2025

Exhibit “A”
Quote Date: 7/10/2025

Williamson County, Texas

Purchase Proposal Quote - Texas BuyBoard Contract # 710-23

Submitted by Election Systems & Software

Quote Date: 7/10/2025

Quote Valid Through: 8/9/2025

Purchase Solution Includes:

Quantity	Item Description	Unit Price	Extended Price
Tabulation Hardware			
DS300 Poll Place Scanner and Tabulator:			
15	DS300 (Includes Internal Backup Battery, Paper Roll and One (1) Standard 8GB Memory Device)	\$5,995.00	\$89,925.00
15	DS300 Ballot Box with Power Supply and AC Cord	\$995.00	\$14,925.00
15	#2 Ballot Box Lock	\$11.00	\$165.00
15	Standard 8GB Memory Device (Additional)	\$230.00	\$3,450.00
Services			
X	Tabulation Equipment Installation		\$2,050.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		\$5,700.00
Total Purchase Solution			\$116,215.00

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
3. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
4. Annual Post-Warranty License and Maintenance and Support Fees are not listed on Texas BuyBoard Contract # 710-23.