WILLIAMSON COUNTY CONTRACT FOR GOODS

GTS Technology Solutions, Inc. Quote No.

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 ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and GTS Technology Solutions, Inc. (hereinafter "Service Provider"), both of which are referred to herein as the parties. Service Provider agrees to provide the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: The goods include camera equipment for Law Enforcement vehicles as described in the attached Quote No. being marked as Exhibit "A," which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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. Service Provider shall of 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 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 County. The parties acknowledge and agree that the Project Completion Date shall be September 30, 2025, 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.

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount for the life of this Contract is **Two Hundred Fifteen Thousand Five Hundred Sixty-Five Dollars and Ninety-Seven** <u>Cents</u> (\$215,565.97).

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 under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

<u>No Waiver of Sovereign Immunity or Powers</u>: 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.

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

V.

<u>Compliance With All Laws</u>: Service Provider 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.

<u>Termination</u>: 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.

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

VIII.

<u>Severability</u>: 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: 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.

X.

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

XI.

No Assignment: Service Provider may not assign this Contract.

XII.

<u>Confidentiality</u>: 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.

XIII.

<u>Foreign Terrorist Organizations:</u> 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.

XIV.

<u>Public Information:</u> 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.

XV.

<u>Media Releases:</u> 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.

XVI.

<u>Authorized Expenses:</u> 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: 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.

<u>Entire Contract & Incorporated Documents:</u> 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 No. , marked Exhibit "A" and
- B. The following cooperative purchasing contracts:
 - DIR-CPO-4697, incorporated by reference;
 - DIR-CPO-5225, incorporated by reference;
 - Tips 230105, incorporated by reference;

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.

XVIII.

<u>County Judge or Presiding Officer Authorized to Sign Contract:</u> 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.

Williamson County:		GTS Technology Solutions, Inc.: Clene Welvin			
Authorized Signature		Authorized Signature			
		Eilene Melvin			
Printed Name		Printed Name			
Date:	. 20	Date: 8/12	. 2025		

Date: Aug 12 2025 Time: 11:51 am

Exhibit "A" Quote No.



GTS Technology Solutions, Inc. 9211 Waterford Centre Blvd Suite 275 Austin, Texas 78758 Phone: 512.452.0651

QUOTE

Quote Number:

08/07/2025 Quoted Date: 09/06/2025 **Expiration Date:** Account Exec: Ashley Ambroso Inside Sales Rep: **Austin Whitlow**

austin.whitlow@gts-ts.com

(512) 681-6214

NET 30 Terms:

QUOTE FOR:

Williamson County

Group1							
LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	WJ-VPU4000	Panasonic I-Pro Sensing Solutions Corporation Of America: Vpu4000 Recording Unit Only		DIR-CPO-4697	40	\$ 3,723.16	\$ 148,926.40
2	IPS-ICV4-ACC	Panasonic I-Pro Sensing Solutions Corporation Of America: I-Pro Acc Kit For Vpu4000, 256Gb Ssd, Power Dist Box, Battery Bkup, 25 Ethernet X3		DIR-CPO-4697	25	\$ 716.84	\$ 17,921.00
3	ARB-BAT900- MIC	Panasonic Rechargeable Battery For 900Mhz Trinus Mic		DIR-CPO-5225	21	\$ 35.62	\$ 748.02
4	IPS-ICV-UDE- OP1	i-Pro Icv Ude On-Premise Device License For 1 Year, Incl. Device Management, Live Streaming And Redaction. Service Entitlements: 24X7 Help Desk, Software Maintenance And Support.		DIR-CPO-4697	40	\$ 140.00	\$ 5,600.00
5	IPS-ICV4-WTY-	i-PRO ICV4000 3-YEAR		DIR-CPO-4697	40	\$ 257.89	\$ 10,315.60



QUOTE

Quote Number:

	3Y	ACCIDENTAL DAMAGE COVERAGE WITH ADVANCED REPLACEMENT FOR VPU, VC3X FRONT AND VC31 BACK SEAT				
6	IPS-ICV-ETH- DOCK	CAMERA. I-Pro Icv 25Ft Orange Stp Network Cable For Bwc Dock In The Vehicle	DIR-CPO-4697	25	\$ 39.16	\$ 979.00
7	WV-BWC40D1A	I-Pro Bwc4000 Single Docking Charger Station Only W/O Ac Adapter Ips-Bwc-Ac65W Or 12V Vehicle Harness Ips-Bwc4-12V- Wire	DIR-CPO-4697	50	\$ 242.11	\$ 12,105.50
8	IPS-ICV4-ANT-BL	Panasonic I-Pro Sensing Solutions Corporation Of America: Panorama Shark Fin For Icv4000, 4 Wlan, 1 Bt, 1 Gps Black	DIR-CPO-4697	35	\$ 361.11	\$ 12,638.85
9	IPS-BWC4-12V- WIRE	I-Pro Bwc4000 12V Vehicle Harness For Wv-Bwc40D1A Or Wv-Bwc40C1A	DIR-CPO-4697	40	\$ 36.84	\$ 1,473.60
10	102-EA00	Panasonic External Antenna 10 Ft.	Tips 230105	50	\$ 59.37	\$ 2,968.50
11	102-RJ00	Panasonic Rx Power Cable	Tips 230105	50	\$ 37.79	\$ 1,889.50
specifica custome to chang incorrect have rev	ally listed above. If a cust r will be responsible for the without notice. Supp the quantity, specifications riewed your quote thoro	surance, shipping, delivery, setup fees, or any cables or cabling services or material unless stomer requests expedited or special delivery, causes carrier delays or requests redelivery, any additional charges for these services directly billed by the carrier. All prices are subject by subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of s, items, or configurations are non-refundable and non-returnable. Please ensure that you sughly. e applicable sales tax for our commercial customers**	Sales Total: Freight & Misc: Tax Total: Total (USD):			\$ 215,565.97 \$ 0.00 \$ 0.00 \$ 215,565.97