

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
PURVIS FIRE STATION
ALERTING SYSTEM
(EMS Stations – Information Systems)**

**(PURVIS Systems Incorporated)
(H-GAC Contract #EC07-20)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is 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, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **PURVIS Systems Incorporated** (hereinafter "PURVIS" or "Service Provider") with headquarters located at 88 Silva Ln, Middletown, RI 02842 (Phone: (401)-619-2466). Customer agrees to engage PURVIS as an independent contractor, to assist in providing certain good or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. PURVIS Proposal for Fire Station Alerting System, dated November 29, 2022;
- B. H-GAC Contract #EC07-20, including addenda and mandatory terms for Customer;
and
- C. This Williamson County Addendum.

Where there is any conflict between this Addendum and any of the above- referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

No Agency Relationship: 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.

III.

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

IV.

Compliance with All Laws: PURVIS agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Payment: PURVIS will be compensated as set forth in PURVIS Proposal for Fire Station Alerting System, dated November 29, 2022 up to the stated grand total not-to-exceed amount of \$1,040,955.85 for goods and services actually rendered and invoiced with satisfactory itemization and verification by the Williamson County Auditor. Any changes to the not-to-exceed amount must be in writing and signed by both parties and subject to approval 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.

Termination for Convenience: 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. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: PURVIS agrees that 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 PURVIS which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. PURVIS agrees that Customer shall have access during normal working hours to all necessary PURVIS facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give PURVIS reasonable advance notice of intended audits. In no circumstances will PURVIS be required to create or maintain documents not kept in the ordinary course of PURVIS' business operations, nor will PURVIS be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

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.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

X.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

XII.

Good Faith: PURVIS agrees to act in good faith in the performance of the contract relevant to this addendum.

XIII.

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

XIV.

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 VI above.

XV.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:


Bill Gravel (Dec 14, 2022 10:59 CST)

Authorized Signature

Date: Dec 14, 2022, 2022

PURVIS SYSTEMS INCORPORATED:

Danielle
Flynn:A0109B3
00000183CCF2
17C900000337
Digitally signed by
Danielle
Flynn:A0109B3000001
83CCF217C900000337
Date: 2022.12.02
09:10:35 -05'00'

Authorized Signature

Date: December 2nd, 2022

PURVIS PRICE QUOTATION

Tax ID #: 11-2299301

Date: November 29, 2022

88 Silva Ln
Middletown, RI 02842

Sales: J. Mascola 401-862-1184

jmascola@purvis.com

Contracts: D Flynn 401-845-8432

DFlynn@purvis.com

Quote #:

Agency: Williamson County

Address: 911 Tracy Chambers Lane

Georgetown, TX 78626

Michael Moody, Technology

Agency POC: Division Manager

E-mail: michael.moody@wilco.org

Phone #: 512-864-8234

TASK:

Williamson County (WILCO) has requested that PURVIS procure, implement, and install the PURVIS FSAS IP-based alerting in each of the EMS Stations in Williamson County. Please refer to the attached "PURVIS Fire Station Alerting System SOW WILCO EMS Stations RevB" for additional details associated with our quote. Installation Services are included for the eighteen (18) EMS stations identified.

This project is to be purchased under the HGACBuy Contract No. EC07-20

HARDWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Station Control Unit (SCU)	315-030005-131-NN	18	\$17,500.00	\$16,975.00	\$305,550.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	18	\$605.00	\$586.85	\$10,563.30
Remote Touch Screen Video Distribution - VGA TX/RX	315-250300-131	18	\$410.00	\$397.70	\$7,158.60
Vesa Mount for VGA Receiver	315-250100-131	18	\$50.00	\$48.50	\$873.00
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	18	\$30.00	\$29.10	\$523.80
USB Extender, 1-Port	315-250202-131	18	\$105.00	\$101.85	\$1,833.30
24 Port Unmanaged Network Switch	315-290005-131-LAN	18	\$225.00	\$218.25	\$3,928.50
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	18	\$1,085.00	\$1,052.45	\$18,944.10
Audio/Relay Expansion Module (ARXM) 25/70v, 4 Zone/8 Relay	315-442000-131-4/8	3	\$3,625.00	\$3,516.25	\$10,548.75
Recessed Speaker, 8" with Red/White LED Ring (25/70v)	315-141001-131-RW	91	\$300.00	\$291.00	\$26,481.00
Recessed Speaker Mount	315-130360-131	91	\$20.00	\$19.40	\$1,765.40
Amplifier 1 Ch (25/70v) 100w	315-070308-131	18	\$905.00	\$877.85	\$15,801.30
Message Board - 32" Monitor	315-190000-131-32	18	\$595.00	\$577.15	\$10,388.70
Message Board HDMI Video Receiver	315-190400-131	18	\$100.00	\$97.00	\$1,746.00
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	18	\$60.00	\$58.20	\$1,047.60
Power Strip - Rack Mount	315-010500-131	18	\$65.00	\$63.05	\$1,134.90
19" Rack 12U - Wall Mount	315-380004-131	18	\$850.00	\$824.50	\$14,841.00
TOTAL					\$433,129.25
Sales and Use Tax					\$0.00
TOTAL HARDWARE					\$433,129.25

Hardware Prices do not include installation or any system configuration, if applicable. Any applicable manufacturer warranties will be extended to the customer.

Hardware lead time is at least 12 weeks after receipt of order (ARO)

SOFTWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Text-to-Speech (TTS) Voice Module					
Software License (Perpetual)	315-990400-120	18	\$1,410.00	\$1,367.70	\$24,618.60
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	18	\$300.00	\$291.00	\$5,238.00
TOTAL					\$29,856.60
Sales and Use Tax					\$0.00
TOTAL SOFTWARE					\$29,856.60

FIXED PRICE SERVICES:

Description	Unit Price	Adjusted Unit Price	Price
Implementation Services (Project Management, Configuration, Integration, Test, Installation Support, & Training)	\$40,500.00	\$39,285.00	\$39,285.00
Installation Services	\$385,000.00	\$373,450.00	\$373,450.00
Electrical Services	\$123,500.00	\$119,795.00	\$119,795.00
Project Contingency	\$42,000.00	\$40,740.00	\$40,740.00
Freight/Shipping & Handling		\$4,700.00	\$4,700.00
1 Year Warranty & Maintenance		Included	\$0.00
TOTAL SERVICES			\$577,970.00

GRAND TOTAL	\$1,040,955.85
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PAYMENT MILESTONES:

Key Milestone	Deliverable	Payment Amount
Milestone # 1	Delivery of Overall Project Plan	\$ 150,000.00
	Delivery of Network Configuration Spreadsheet Template for Customer Input	
	Delivery of System Configuration Spreadsheet Template for Customer Input	
Milestone # 2	Delivery and installation of Stations 1 -3	\$ 145,000.00
Milestone # 3	Delivery and installation of Stations 4 -6	\$ 145,000.00
Milestone # 4	Delivery and installation of Stations 7 -9	\$ 145,000.00
Milestone # 5	Delivery and installation of Stations 10 -12	\$ 145,000.00
Milestone # 6	Delivery and installation of Stations 13 -15	\$ 145,000.00
Milestone # 7	Delivery and installation of Stations 16 -18	\$ 145,000.00
Milestone # 8	Final Testing and Cutover	\$ 20,955.85
Total		\$ 1,040,955.85

POST WARRANTY, MAINTENANCE & SUPPORT:

Description	Qty	Unit Price	Adjusted Unit Price	Extended Price
Annual Post Warranty, Maintenance and Support (Remote Only - 24/7/365) (Coverage begins 1 year after final system acceptance from Williamson County EMS)	1	\$27,450.00	\$26,626.50	\$26,626.50
Text-to-Speech (TTS) Voice Module Software Maintenance (Annual)	18	\$195.00	\$189.15	\$3,404.70
TOTAL POST WARRANTY, MAINTENANCE & SUPPORT and SOFTWARE FEES				\$30,031.20

BONDS: Quote does not include any bid, payment, or performance bonds.

Prevailing Wage Rates: Installation costs are not based on prevailing wage rates.

SALES AND USE TAX: Any required sales and use tax not identified in this quote is responsibility of the quote recipient or Fire Station Alerting System end-user. PURVIS is not responsible for the collection of any required taxes and payments to any tax collection agencies.

PAYMENT TERMS: Net 30

VALIDITY: This FFP Quote is valid for 90 days

WARRANTY: First Year Remote Warranty & Maintenance begins upon final system acceptance by Williamson County EMS.

PURVIS AGREEMENTS: The PURVIS FSAS Standard License Agreement and the PURVIS FSAS Maintenance Agreement must be signed and returned to PURVIS Systems with any initial orders placed for the PURVIS Fire Station Alerting System.

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

**CONTRACT PRICING WORKSHEET**
For Catalog & Price Sheet Type PurchasesContract
No.:

EC07-20

Date
Prepared:

11/29/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Williamson County	Contractor:	PURVIS Systems Incorporated
Contact Person:	Michael Moody, Technology Division Manager	Prepared By:	Jeff Mascola
Phone:	512-864-8234	Phone:	401-619-2466
Fax:		Fax:	401-849-0121
Email:	michael.moody@wilco.org	Email:	jmascola@purvis.com

Catalog / Price Sheet Name:	PURVIS Systems Incorporated, Fire Station Alerting System (FSAS)
General Description of Product/ Product Code	Fire Station Alerting System Components

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
18	315-030005-131-NN - Station Control Unit (SCU) - No Screen	\$17,500.00	\$315,000.00
18	315-250005-131 -SCU Remote Touch Screen (RTS) - 22"	\$605.00	\$10,890.00
18	315-250300-131 - Remote Touch Screen Video Distribution - VGA TX/RX	\$410.00	\$7,380.00
18	315-250100-131 - Vesa Mount for VGA Receiver	\$50.00	\$900.00
18	315-190302-131-RTS - Wall Mounting Bracket, Tilt, RTS Monitor	\$25.00	\$450.00
18	315-250202-131 - USB Extender, 1-Port	\$105.00	\$1,890.00
18	315-290005-131-LAN - 24 Port Unmanaged Network Switch	\$225.00	\$4,050.00
18	315-040308-131 - Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	\$935.00	\$16,830.00
3	315-442000-131-4/8 - Audio/Relay Expansion Module (ARXM) 25/70v, 4 Zone/8 Relay	\$3,535.00	\$10,605.00
91	315-141001-131-RW -Recessed Speaker, 8" with Red/White LED Ring (25/70v)	\$300.00	\$27,300.00
91	315-130360-131 - Recessed Speaker Mount	\$20.00	\$1,820.00
18	315-190000-131-32 - Message Board - 32" Monitor	\$595.00	\$10,710.00
18	315-190400-131-RX - Message Board HDMI Video Receiver	\$100.00	\$1,800.00
18	315-190300-131 - Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	\$60.00	\$1,080.00
18	315-010500-131 - Power Strip - Rack Mount	\$115.00	\$2,070.00
18	315-380004-131 - 19" Rack 12U - Wall Mount	\$850.00	\$15,300.00
18	315-990400-120 - Text-to-Speech (TTS) Voice Module Software License (Perpetual)	\$1,410.00	\$25,380.00
18	315-990300-120 - Station Control Unit (SCU) FSAS Software License (Perpetual)	\$300.00	\$5,400.00

Total From Other Sheets, If Any:**Subtotal A:**

\$458,855.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid)

Quan	Description	Unit Pr	Total
1	Manufacturing Surcharge	\$2,160.00	\$2,160.00
18	315-070308-131 - Amplifier 1 Ch (25/70v) 100w	\$905.00	\$16,290.00
			\$0.00
			\$0.00
			\$0.00

Total From Other Sheets, If Any:**Subtotal B:**

\$18,450.00

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options**For this transaction the percentage is:**

4%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

FSAS Implementation/Installation Services for Published Equipment at Williamson County (Ref PC2022-163R4)	\$549,000.00
Project Contingency	\$42,000.00
Freight/Shipping & Handling	\$4,700.00
Sales & Use Tax	\$0.00
3% Discount (applied to all items except Freight and Tax)	(\$32,049.15)
Subtotal C:	\$563,650.85
Delivery Date: 200 days ARO	D. Total Purchase Price (A+B+C): \$1,040,955.85