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**WILLIAMSON COUNTY  
PURCHASE CONTRACT**  
(Alliance Laundry Systems Distribution LLC)

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**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 **Alliance Laundry Systems Distribution LLC** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to purchase goods described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Goods:** Vendor shall provide County the goods described in the attached Proposal 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. 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.

- A. **Delivery of Goods:** The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The Vendor shall maintain any and all necessary insurance in order to insure the Goods against loss at the Vendor’s own expense.
  
- B. **Inspection of Goods & Rejection:** County is entitled to inspect the Goods upon delivery. If the good are unacceptable for any reason, the County must reject them at the time of delivery or within five (5) business days from the date of delivery. In the event the County rejects the Goods, the County shall allow the Vendor a reasonable time to cure the deficiency. A reasonable time shall be determined by industry standards for the Goods, as well as the Vendor and the County.

C. Warranty Products: Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit "A" and County's solicitation, if applicable. Additionally, Vendor warrants that all goods are free from defects in material and workmanship.

## 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**: Vendor will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Vendor for the goods shall be capped and paid in the amount set out in **Exhibit "A"**. 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.

## IV.

**Tax Exemption**: 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 Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

## 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 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 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.

## 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 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.

**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.

XIII.

**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 services to be performed 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 necessary 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.

XIV.

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

XV.

**No Assignment:** Vendor may not assign this Contract.

XVI.

**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.

**XVII.**

**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.

**XVIII.**

**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.

**XIX.**

**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.

**XX.**

**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.

**XXI.**

**Authorized Expenses:** 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: [Williamson County Vendor Reimbursement Policy.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.

**XXII.**

**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 Proposal, and being marked **Exhibit "A,"** which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable;

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.

**XXIII.**

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

**WILLIAMSON COUNTY:**

Bill Gravell Jr.  
Bill Gravell Jr. (Jun 27, 2023 15:13 CDT)  
Authorized Signature

Judge Bill Gravell, Jr.,  
Printed Name

Date: Jun 27, 2023 , 20    

**SERVICE PROVIDER:**

Alliance Laundry Systems Distribution LLC  
Name of Service Provider

Nick Polcyn  
Authorized Signature

Nick Polcyn  
Printed Name

Date: June 8 , 2023

**EXHIBIT A**



Nick Polcyn

# Proposal for Williamson County Regional Animal Shelter

## WELCOME

Dear Misty,

Thank you for your interest in Alliance Laundry Systems Distribution and for allowing us to submit the attached proposal.

Our equipment leverages high-performance features and technology to ensure superior efficiency, greater throughput and premium finished quality results. All those advantages combine to deliver an industry-leading lowest cost of ownership. Best of all, when you choose Alliance for your laundry solutions, you'll also receive peace of mind that comes with exceptional warranties and a professional distributor network.

We've been making world-class laundry equipment since 1908. The reason behind our success and longevity is simple—we build better machines, develop smarter technologies and provide unmatched customer support.

Sincerely,  
Nick Polcyn  
346-274-4438  
nick.polcyn@alliancels.com

## PROPOSAL INFORMATION

Contact Name	<b>Misty Valenta</b>
Contact Email	<b>mvalenta@wilco.org</b>
Prepared by	<b>Nick Polcyn</b>
Data Prepared	<b>Jun 6, 2023</b>
Proposal expiration	<b>Jun 18, 2023</b>
Quote ID	<b>29119_Rev_1</b>
Payment Terms	<b>COD</b>

## ABOUT US

UniMac is the undisputed leader in on-premises laundry equipment (<https://unimac.com/products>). And there's not even a close second. Our machines are expertly manufactured using the toughest, most premium materials in the industry. They feature ground-breaking technologies (<https://unimac.com/technology>) unmatched by any competitor. And each industrial laundry machine is pushed to its limit in our state-of-the-art test lab to ensure long-lasting, reliable performance.

Industry-leading 400 G-Force extraction. UniLinc™ (<https://unimac.com/technology/>) controls. OPTidry™ (<https://unimac.com/technology/optidry>) Over-dry Prevention Technology and OPTispray™ (<https://unimac.com/technology/optispray>) Rinsing Technology. These are some of the most cost-reducing, performance-lifting innovations

that have ever been developed for commercial laundry machines (<https://unimac.com/Products>). And they've all been introduced by UniMac. We've been serious about laundry for more than 60 years, so they're not the first examples of how we've changed the way you do laundry. And with our drive for continuous improvement, they definitely won't be the last.

We're dedicated to making life easier for everyone involved in the commercial laundry industry, including facility architects. We offer a full catalog of convenient tools to help architects spec equipment (<https://unimac.com/architects>) and design on-premises laundries (<https://unimac.com/architects/laundry-design>) for ultimate efficiency and throughput.

## UW45 - UW130 POCKET HARDMOUNT WASHER-EXTRACTORS



## Pricing

Quantity	SKU	Name	Net price/Unit	Net Price
1	MISC2020	BuyBoard # 682-22 Alliance Laundry Systems Distribution, LLC	\$0.00	\$0.00
2	UWT105N20MQ050BA00	UniMac - Pocket Hardmount Washer-Extractor - 105-lb - M30 Control - 200 G-Force - 200-240V/50-60Hz/3Ph	\$23,417.80	\$46,835.60
1	FI2020	Factory Freight	\$1,600.00	\$1,600.00
1	IN2020	Installation and Delivery	\$2,670.00	\$2,670.00
Total Net Price:				\$51,105.60

## Installation Details

Installation To Include: Deliver, uncrate, set in place, hook up to existing working utilities, and materials. If Buyer's utilities are not complete or in a suitable location at the time of installation, then Buyer is responsible for Final Connections (includes, but is not limited to - drain line, dryer vent, electricity, water, gas, etc.).

Removal and recycling of old unit(s) included.

### Terms & Conditions

- Payment by credit card will incur a 3% total invoice surcharge.
- This order is subject to written acceptance by an officer of the seller, Alliance Laundry Systems
- Seller is hereby unconditionally authorized to make any inquiries it deems necessary for proper credit evaluation, including, without limitation, credit agency reports. Title to the machinery and equipment is retained by the seller until paid for in full.
- Any installation of equipment included as a part of this order shall NOT include Electrical work of any type or nature unless specified to the contrary in writing above. Seller shall not be liable for any delays caused by strikes, or any unforeseen conditions beyond its control. Seller shall not be responsible for any prior violations posted against the premises in which the machinery and equipment are to be installed nor for the performance of any work specified in any approved Building Department plans that is not specifically contracted for above as part of this order.
- Fees for licensed professional engineers or architects, Building Department Plans, DEP-B.A.R., N.Y.S.D.E.C., EPA or any other required local, state, or federal applications, registrations, plans, and permits associated thereto are NOT included as part of this order and are the sole responsibility of the purchaser unless otherwise provided for above.
- In the event Buyer does not accept the equipment contracted for herein, Buyer is responsible to pay Seller 20% of the contract amount. Buyer and Seller agree that 20% of the contract amount is the industry standard for breach of contract, which results in cancellation of the agreement to purchase. If Buyer paid in-full or in-part before cancellation, then this fee will be withheld from the amount prepaid. Furthermore, if Buyer has not made payment before cancellation, in the amount equal to at least 20% of the contract value, then Seller will Invoice Buyer within 5 business days for the amount due.

### Confirm Details

Before signing, please review the details below and submit any changes (if applicable).

Financing with us? (yes/no)	<input type="text" value="Enter text"/>	Payment type	<input type="text" value="Enter text"/>
Billing Address	<input type="text" value="1855 Southeast Inner Loop"/>	Shipping Address	<input type="text" value="1855 Southeast Inner Loop"/>
Billing City	<input type="text" value="Georgetown"/>	Shipping City	<input type="text" value="Georgetown"/>
Billing State	<input type="text" value="TX"/>	Shipping State	<input type="text" value="TX"/>
Billing Zip Code	<input type="text" value="78626"/>	Shipping Zip Code	<input type="text" value="78626"/>

Clear Submit

### Signature

Williamson County Regio...

**Williamson County Regional Animal Shelter**

**alliancelaundry\_prod**

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Review Document & Sign

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Hi, **Guest** ✓

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