
**WILLIAMSON COUNTY
ADDENDUM FOR
SHI INTERNATIONAL CORPORATION**

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 WILLIAMSON COUNTY ADDENDUM FOR SHI INTERNATIONAL CORPORATION (“Addendum”) 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 International Corporation** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Addendum 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 Addendum include the following:

- A. SHI Quotation #: 25142688
- B. Omnia Partners – IT Solutions Contract #: 2018011-02; and
- C. This Williamson County Addendum.

II.

Texas Prompt Payment Act Compliance: 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 agreement; (2) the date the performance of the service under the agreement 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.

III.

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 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.

Protection of Personal Identifiable Information: For the purposes of this section, “Personal Identifiable Information” or “PII” refers to any information what can be used to identify, contact, or locate a single person, including but not limited to names, addresses, phone numbers, email addresses, social security numbers, and any other information that is linked or linkable to an individual. The Service Provider shall implement and maintain appropriate technical and organizational measures to protect PII against unauthorized access, disclosure, alteration, or destruction. These measures shall include, but not limited to, encryption, access controls, and regular security assessments. Service Provider shall limit access to PII to those employees, agents, and subcontractors who need access to such information (“authorized personnel”) to fulfill the Service Provider’s obligations under this Addendum. All authorized personnel shall be bound by confidentiality obligations and have received appropriate training on handling and protection of PII. Service Provider shall promptly notify the County of any unauthorized access to or disclosure of PII and take steps to mitigate any harm.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Addendum are completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: 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 itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Addendum 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.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum 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: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered, including but not limited to all applicable laws, regulations, and standards pertaining to data protection and privacy. Any alterations, additions, or deletions to the terms of the Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Addendum 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 good received.

X.

Venue and Applicable Law: Venue of this Addendum 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 Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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 Addendum, 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 Addendum 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.

XIII.

Confidentiality: 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.

XIV.

Public Information: 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 Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

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

WILLIAMSON COUNTY:


Bill Gravell (Aug 22, 2024 11:25 CDT)

Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: Aug 22, 2024, 20

SERVICE PROVIDER:

SHI International Corp.

Name of Service Provider

DocuSigned by:

EC6926B62F5D48A
Authorized Signature

Michael Drecolias

Printed Name

Date: August 7, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 08 2024 Time: 2:18 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 08 2024 Time: 9:58 am



Pricing Proposal

Created On: 7/31/2024

Valid Until: 8/31/2024

TX-County of Williamson

Tammy McCulley

301 SE Inner Loop
Suite 105
ATTN: ACCOUNTS PAYABLE
Georgetown, TX 78626-8207
United States
Phone: 5129431620
Fax:
Email: tmcculley@wilco.org

IAM

Gregory Gonedes

SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO's to: Texas@shi.com
8008706079
5127320232
Phone: 800-870-6079
Fax: 512-732-0232
Email: gregory_gonedes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 DMS3 Server Level License (Up to 10 users) vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$500.00	\$500.00
2 AutoSync Module vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$3,837.00	\$3,837.00
3 Application Ballot By Mail Tool vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$4,532.00	\$4,532.00
4 IDentiHIDE (Zonal/Quadrant vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$6,175.00	\$6,175.00
5 Project Management vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	4	\$170.00	\$680.00
6 Enviornment Set Ups/File Transfers/Install Libraries vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	4	\$340.00	\$1,360.00
7 Project Set Ups, Indexing & Configurations (+ Users) vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	4	\$510.00	\$2,040.00

8	Quality Assurance Testing(QAT) vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	4	\$680.00	\$2,720.00
9	User & Admin Guides (Documentation) vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	4	\$227.00	\$908.00
10	DMS3 (up to 10 Users) vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$3,116.00	\$3,116.00
11	AutoSync Module vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$2,550.00	\$2,550.00
12	Application Ballot By Mail Tool vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$2,266.00	\$2,266.00
13	IDentiHIDE (Zonal/Quadrant) vistasg - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$3,116.00	\$3,116.00
			Total	\$33,800.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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.