



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 South Austin Ave
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

ROADWAY ASSET MANAGEMENT SYSTEM (RAMS) PHASE 1 SOFTWARE FOR WILLIAMSON COUNTY PROPOSAL NUMBER: 14RFP00225

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Tuesday September 23, 2014 at 3:00 PM

PROPOSALS WILL BE PUBLICLY OPENED:
Tuesday September 23, 2014 at 3:00 PM

Williamson County, Texas is soliciting proposals for a web-based, configurable, commercial off-the-shelf (COTS) product that would be accessible through the County's intranet with no direct public access to provide our customers with current asset data in a usable format for budgeting, resource determination, and project scheduling and risk analysis.

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 14RFP00225. Specifications and Bid Form for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals are to be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Respondents should forward one (1) original, three (3) paper copies and one **(1) CD copy** of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

PROPOSAL NAME: RAMS PHASE 1 SOFTWARE
PROPOSAL NO: 14RFP00225
DUE DATE/TIME: Tuesday September 23, 2014 ON OR BEFORE 3:00 PM
MAIL OR DELIVER TO: Williamson County Purchasing Department
Attn: 14RFP00225 RAMS Software
901 S Austin Ave.
Georgetown, TX 78626

Any questions, clarifications or requests for general information should be directed in writing to the contact listed below:

Assistant Purchasing Agent
Attn: RAMS 14RFP00225
901 S. Austin Ave
Georgetown, TX 78626
purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on September 16, 2014. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,

<http://wilco-online.org/ebids/bids.aspx>

It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting your Proposal to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any **addenda and/or other information** relevant to the RFP will be posted on the Williamson County vendor portal at the following link:

<http://wilco-online.org/ebids/bids.aspx>

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Response Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this Request for Proposal. No negotiations or modifications to the Proposals received will be allowed.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE RFP.**

ROADWAY-ASSET MANAGEMENT SYSTEM SOFTWARE PHASE I FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 14RFP00225

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for these expenses.

All Proposals must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on Page 1. Proposals received after the submittal deadline will be considered void and unacceptable and returned to the Respondent unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE AND ELECTRONIC TRANSMITTALS WILL NOT BE ACCEPTED.

The **Respondent's Proposal and all RFP requirements and Submittal Checklist** should be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this RFP may, at Williamson County's sole discretion, render your Proposal null and void. Proposals will be opened and the names of Respondents read aloud in the Williamson County Purchasing Department, 901 S. Austin Ave, Georgetown, Texas 78626.

HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS

Tentative Schedule of Events

Issuance of RFP	August 26, 2014
Deadline to Submit Questions	September 16, 2014 5:00PM CST
Proposal Submission Deadline (Late Proposals will not be considered)	September 23, 2014 at 3:00 PM
Proposals Distributed to Evaluation Committee	September 24, 2014
Evaluation Committee to Tabulate Scoring and Determines Short List	September 24-26, 2014
Conduct Interview/Best and Final Offer/Short List (optional)	September 30 – Oct 3, 2014
Recommendation for Contract Award	October 21, 2014

PRE-PROPOSAL INSPECTION

To the extent necessary and prior to the submittal, Respondents are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Proposal. If in the Pre-Proposal inspection the Respondent determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO RESPONDENTS

This RFP is to receive Proposals from qualified Respondents regarding the goods and/or services which Williamson County seeks to procure under this RFP.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for

the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

2.23 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

2.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

2.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

2.2.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

2.2.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further

liability, upon thirty (30) calendar days written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

2.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

2.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

2.2.14 INDEMNIFICATION

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS

WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement.

2.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

2.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S Austin Ave.
Georgetown, Texas 78626

Respondent:

Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

Williamson County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

2.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

2.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

2.2.28 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.29 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.30 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

2.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

2.2.33 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.34 Payment

The following provision shall control the County's method of payment:

County's 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 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 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 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.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, (512) 943-1500.

2.2.35 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

2.2.36 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of 12 Months. The start date will be established within three weeks after the award.

2.2.37 Insurance Requirements

By signing its Proposal, the Successful Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Successful Respondent's cost, insurance in accordance with this provision.

Successful Respondent will be required to submit Certificates of Insurance **prior to contract award.**

All certificates of insurance coverage as specified below must be provided to the following individual:

- Williamson County Purchasing Department
- 901 S Austin Ave
- Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

- | | |
|--------------------------|-----------------------|
| A. Worker's Compensation | Statutory – Texas Law |
| 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:		\$1,000,000

- 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

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

2.2.38 Workers' Compensation Coverage Requirements

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Williamson County. The rule requires Williamson County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the RFP specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061.

The information provided below is a result of this rule. By submitting your Proposal to the County, you are acknowledging that this rule is a part of these RFP specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Proposal be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

- (1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
- (2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
- (3) Contractor--A person bidding or making a proposal for or awarded a building or construction project by Williamson County.
- (4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.
- (7) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:

- (1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

2.2.43 Legal Liability Information

The Respondent shall be prepared to disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP**. Be sure your Proposal package is complete.

3.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

3.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

3.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

3.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

3.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

3.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

3.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

3.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a

new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. A Respondent should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

3.12 Firm Pricing

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

3.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number should appear on all itemized invoices and/or requests for payment.

3.14 Silence of Specifications

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 References

Williamson County requires Respondent to supply a list of at least three (3) references **within the last 36 months** where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years. The name of firm, address, phone number and name of a representative to contact should be provided.

4. RESPONSE FORMAT AND SUBMISSION

4.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. Please limit additional, non-requested information.

Please provide your Proposal response using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

4.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- a. Transmittal Letter
- b. Table of Contents
- c. Executive Summary
- d. Proposal Response to Criteria
- e. Price Sheet form (Appendix A)
- f. References: Identification of three (3) references *within the last 36 months* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B of RFP)
- g. Conflict of Interest Questionnaire (Appendix C of RFP)
- h. Proposal Affidavit and Addenda Acknowledgement (Appendix D of RFP)
- i. Signature Page (Appendix E of RFP)
- j. **Attach Sample Contract**

4.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

1. Name and address of individual or business entity submitting the Proposal;
2. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
3. Place of incorporation or organization, if applicable;
4. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
5. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
6. The Respondent's Federal Employer Identification Number;
7. A commitment by the Respondent to provide the services required by Williamson County;
8. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than

ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

9. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

4.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

4.5 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such

relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an appendix to this RFP and must be completed, signed, and submitted prior to contract award.

4.6 Ethics

The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

4.7 Proposal Submittal

The Proposal is due no later than the submittal date and time set forth on Page 1 of this RFP, and should include each item identified on the Proposal Submittal Checklist page of this RFP.

4.8 Delivery of Proposals

All Proposals are to be delivered on or before the submittal deadline, as noted on Page 1 of this RFP, to:

Williamson County Purchasing Department
Attn: RAM Software Phase I 14RFP00225
901 S Austin Ave
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit **one (1) original, three (3) paper copies** and **one (1) CD** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number on the outside of the box or envelope and note "Sealed Proposal Enclosed."

FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

5. PROPOSAL SPECIFICATIONS

5.1 STATEMENT OF WORK

Phase I - Williamson County, Texas is soliciting proposals for a web-based, configurable, commercial off-the-shelf (COTS) product that would be accessible through the County's intranet with no direct public access. The system shall not require the installation of any proprietary or custom software on the workstation. The product will enable the Department of Infrastructure to provide our customers with current asset data in a usable format for budgeting, resource determination, and project scheduling and risk analysis. The application will reside on a dedicated application server and the data will reside on an existing SQL database server located within the Information Technology Department. The database(s) must adhere to open database connectivity (ODBC) standards. Data communication protocols must make use of industry standards such as TCP/IP.

The product will improve data storage, provide standard and user modified reporting tools and provide project tracking, performance prediction, and optimization capabilities. Features should include mobile app capability, pavement management, work order control, permit and inspection features, a public portal for constituent concerns and a customizable dashboard tool to enable the user to see only what's important to them. If the solution is modular, the modules should be able to integrate with each other and be GIS aware. The general requirements of the proposed system refers to the asset management system inclusive of software, interfaces, and any third-party products needed to meet the requirements described in the Technical Requirements of the RFP.

This RFP is for Phase I of our RAMS, which includes software installation, configuration & training. Phase II is anticipated to occur at a later date and will include Right-of-Way asset data collection and extraction of asset attributes as well as pavement rating. Consideration will be given to vendors that have the ability to integrate all phases seamlessly. Please address whether your company or a subsidiary has the capability to provide and/or integrate both phases.

5.2. TECHNICAL SPECS

GENERAL

The County desires a modular/component based solution that will allow the purchase/implementation of only those features it deems necessary at this time.

There are multiple computer systems in place in the County that, depending on the organization and its mission, manage certain types of data that may or may not have relevance to roadway asset management. These systems support a range of organizations including, but not limited to, Williamson County proper, Department of Infrastructure (Road & Bridge and Engineering Divisions), GIS, and Auditor.

Web Server:

- Windows Server 2008R2 Standard
- 64-bit OS
- RAM 32Gb
- IIS 7
- .NET Framework 4.5
- Kaspersky Antivirus

SQL Database Server:

- Windows Server 2008R2
- 64-bit OS
- RAM 16Gb
- SQL Server 2012
- Kaspersky Antivirus

Mark all check boxes. Answer all questions; provide explanations, etc. as additional documentation making reference to the section number.

5.2.1. APPLICATION

5.2.1.1. Required Capabilities

- a. Hyperlink documents and other data sources to defined assets (PDF, MS Office documents, pictures, legacy system MS SQL databases, video, etc.). Provide the ability to open those files in their native format.
- b. Create multi-level searches, queries using buffers, measure distances
- c. Web-based using standard internet browsers (at a minimum: Internet Explorer 9.x or greater, Mozilla Firefox 26.x or greater; Google Chrome 32.x or greater)

- d. Allow management of read/write/edit permissions by role, department, group, user
- e. Data hosted on County servers
- f. Microsoft SQL Database format that will allow management to easily obtain accurate and timely information pertinent to our business process.
- g. Modular based components/features that will allow the County to purchase only those modules it deems necessary to implement at this time.
- h. The system shall integrate with the County's existing GIS data using ESRI ArcGIS 10.2. (Network Diagram shown in Section 4). Note any incompatibilities, specific changes, or other requirements.
- i. Create work orders/reports for identified assets

5.2.2. APPLICATION FEATURES - QUESTIONNAIRE

The following is a list of features required for the application. Provide additional explanations to each item referencing the item number as necessary. Include all associated costs in the Cost Summary.

5.2.2.1. Security

- a. Describe security in the system. Explain how granular the proposed application security model can be set to allow permissions for access to fields, modules or the system in general.
- b. Interface with Active Directory so users can use network login names and passwords? ☐ Yes ☐ No

5.2.2.2. General Administration

- a. Provide your licensing model information.
- b. Please provide the minimum hardware/software/network requirements, for your product. Details may include database/server(s) needs, storage needs, CPU/memory needs and network resources required, etc.
- c. User can create
 - 1. Custom data entry screens ☐ Yes ☐ No
 - 2. Custom application add-ons ☐ Yes ☐ No
 - 3. Custom system menus ☐ Yes ☐ No
 - 4. User defined dashboards ☐ Yes ☐ No
 - 5. Toolbars ☐ Yes ☐ No

- d. Answer the following relative to narrative fields:
1. Word processing features available ☐ Yes ☐ No
 2. Narrative fields are searchable ☐ Yes ☐ No
 3. Size limitation of narrative fields? ☐ Yes ☐ No
 4. If so, what is the limitation? _____

5.2.2.3. User Administration

- a. Provide the hierarchy structure of user groups/roles and how access to features and editing privileges are defined and secured.
- b. User system messages advise users when an incorrect entry has been made or the entry doesn't enforce data integrity ☐ Yes ☐ No
- c. User activity logs ☐ Yes ☐ No
1. User's adds, changes, deletes & system logins ☐ Yes ☐ No
 2. Briefly explain the security of the system logs.

5.2.2.4. Reporting

- a. List all the report export formats available.
- b. Provide a listing of reports that are packaged with the system.
- c. Ability to create User defined reports ☐ Yes ☐ No
- d. Describe any features within the base system that assist users in developing custom reports.
- e. User defined reports saved to a personalized dashboard ☐ Yes ☐ No
- f. Electronically distribute reports outside the department and/or network ☐ Yes ☐ No
- g. If a report writer is needed for custom reports, make recommendations with regard to the report writers that the County could purchase and provide information on who maintains the data dictionary.
- h. Burn rates (the use of material) and production rates (how many miles of roadway in a given time/project) provide very important budgeting information. Does the application offer the ability to report on these rates? ☐ Yes ☐ No

5.2.2.5. Asset Classes

- a. Allow users (by role) to define asset classes ☐ Yes ☐ No
- b. Briefly describe the proposed application's Asset Database Structure design - Asset Details, Asset relationships, Asset Classifications and Categories, Asset Financial Information (budgets, initial value, depreciation, salvage value, etc.)
- c. Discuss how assets are added to the system and the corresponding GIS data layer, how they are referenced (id or naming protocol), how naming will correspond with assets already entered into GIS, and the attributes in the system.
- d. Limitations to the number of fields available ☐ Yes ☐ No

5.2.2.6. Additional Capabilities

(Briefly explain other additional capabilities not listed)

- a. Inactivity time-out feature of login. Note whether this is configurable by System Administrator or the manufacturer. A 60 minute timeout is ideal.
- b. Online help files (HTML based) through internet connection. This provides updating of the help files by the manufacturer that are immediately available to the users.
- c. Phase II integration as described in the Statement of Work

5.2.3. APPLICATION MODULES/COMPONENTS

The County desires a modular/component based format that will allow the purchase/implementation of only those features it deems necessary at this time.

5.2.3.1. Public Portal

This feature will be locally hosted and must support our architecture shown in the Section 4 GIS diagram.

- a. Public portal (public facing web page) ☐ Yes ☐ No
- b. Customizable ☐ Yes ☐ No
Briefly explain by whom and how.
- c. Allows public to be able to see GIS locations on a map ☐ Yes ☐ No
- d. Briefly explain the security of the portal, ports used, etc.

- e. Pan and zoom features available ☐ Yes ☐ No
- f. Data entry web interface allows public to create service a request ☐ Yes ☐ No
- g. Public user can create a login to view status of service request ☐ Yes ☐ No

5.2.3.2. Service Requests

- a. Our Road & Bridge and Engineering Divisions receive calls from constituents during each day. Does the system support a Call Center to log calls and start the workflow process of servicing our residents? ☐ Yes ☐ No
- b. Explain how calls are input, how service requests transition into work orders, how an employee will follow up or get notified when calls are incomplete or open.
- c. Can users retrieve information showing other service requests in that area from the map? ☐ Yes ☐ No

5.2.3.3. Work Orders

- a. Users are notified of assigned work orders ☐ Yes ☐ No
- b. Work orders associated to GIS feature ☐ Yes ☐ No
- c. The application processes multiple tasks on single work order using multiple assets ☐ Yes ☐ No

For example: When flooding occurs, we need to capture labor, vehicles, equipment & materials used, generate reports for submittal to other gov't agencies to enable the County to receive reimbursement for those costs.

- d. The modules integrate with stockpiles for materials used, costs for labor/materials/equipment used for a work order ☐ Yes ☐ No
(tree cutting, road building, hauling can all be related to a work order but are performed by different field crews)
- e. Completed work orders can be reopened ☐ Yes ☐ No
- f. Rules to trigger or schedule preventative maintenance (PM) or other types of seasonal work orders ☐ Yes ☐ No

- g. Currently ALL the work performed by our field personnel is logged as a work order. Does the system provide a means to distinguish between a work report (non-constituent generated daily work) and a work order (constituent generated) task? ☐ Yes ☐ No

Briefly explain how this can be accomplished.

- h. The system can create an image from GIS and attach it to the work order ☐ Yes ☐ No
- i. Ability to reference multiple roadways (intersection) ☐ Yes ☐ No

5.2.3.4. Resource Management

- a. The application will manage & track labor resources ☐ Yes ☐ No
- b. Those are then related to the Work Order feature ☐ Yes ☐ No
- c. This information can be passed to external systems ☐ Yes ☐ No
- d. Multiple billing rates implemented ☐ Yes ☐ No
- e. Inventory system ☐ Yes ☐ No
- f. Briefly explain internal controls: Use of multiple location stockpiles; check-in or checkout procedures; moving items between stockpiles; replenishment processes and notifications; reserving materials, supplies and/or staff for projects.
- g. Discuss purchasing aspects such as previous orders, any bid automation, physical inventory counts, whether inventory can be capitalized, and any other workflow or automation used to assist our operations.
- h. Calendar interface to track availability of employees & equipment ☐ Yes ☐ No

5.2.3.5. Financial Information

- a. Produces information in accordance with GASB 34 ☐ Yes ☐ No
- b. Assets can be capitalized and depreciated ☐ Yes ☐ No
List all the export formats for this information.
- c. Support for the following features:
1. Filtering based on a specific Roadway or project ☐ Yes ☐ No
 2. Use of construction work-in-progress for open capital work orders ☐ Yes ☐ No

3. Ability to separate operating and maintenance (O&M) from Capital work orders ☐ Yes ☐ No
4. Full and partial asset retirements ☐ Yes ☐ No
5. Capitalization of labor ☐ Yes ☐ No
6. Capitalization of contract items ☐ Yes ☐ No
7. Explain how the system assists in job cost calculations for both in-house and contracted projects.

5.2.3.6. Condition Rating/Scoring

- a. Multiple deterioration curves per asset class supported ☐ Yes ☐ No
- b. Deterioration curves used in the budgeting process ☐ Yes ☐ No
- c. Discuss the ability of the application to use an overall CIP (Capital Improvement Replacement) process with the ability to formulate multi-year projections in the system.
- d. The condition rating/scoring system is customizable ☐ Yes ☐ No
- e. List the condition rating/scoring systems that come with the software.

5.2.3.7. Risk Assessment

- a. The system integrates with GIS data and uses buffer tools ☐ Yes ☐ No
- b. Discuss how assigning consequence of failure values affects risk.

- c. Limits to the number of consequence/failure modes that can be assigned to each asset type ☐ Yes ☐ No
If yes, explain.

- d. Risk data used in budget analysis features ☐ Yes ☐ No

- e. Describe how/if the number of work orders affects the risk model.

5.2.3.8. Budget Forecasting

- a. What features are used to determine short range and long range budget projections?
- b. Ability to create “what-if” scenarios ☐ Yes ☐ No
- c. The budget feature must take into consideration life-cycle costs of projects, as well as social and environmental costs. Briefly explain how these elements are considered.

5.2.3.9. Project Management

- a. We are looking for workflow and project management features such as scheduling tasks, resource allocations, project status and graphic representations of work progress and schedule of events. The solution should have the ability to track bonding for projects, set milestones, change task schedules, approval process, record submittals, and record inspections. Are all these items included? ☐ Yes ☐ No
If not, which are lacking?
- b. Projects mapped within GIS via the proposed system ☐ Yes ☐ No
- c. Completed projects used for future project costing and estimates ☐ Yes ☐ No
- d. Support for construction inspections ☐ Yes ☐ No
- e. System keeps track of the appropriate ORDER of project inspections so that inspections can be coordinated among staff when the sequence is important ☐ Yes ☐ No

5.2.3.10. Inspections & Permits

- a. The County has a process for application/permitting driveway culverts, special signs, floodplain certifications and various other items that are not directly associated with a roadway asset. Discuss any inspection/permitting features the application provides.

- b. Collection of fees supported? ☐ Yes ☐ No
Explain how they are processed.
- c. Explain how several inspections (or none) may be handled for a permit.
- d. Scheduling features integrated with the permit? ☐ Yes ☐ No

5.2.4. GIS/MAPPING

The system shall integrate with the County's existing GIS data using ESRI ArcGIS 10.2.3 (Network Diagram shown below). Note any incompatibilities, specific changes, or other requirements.

5.2.4.1. Integration with Current GIS Infrastructure

- a. Please provide details of how your product will integrate with the County's GIS System(s) –

For example:
Will there be any 3rd party tools needed for integration?
Is there a need for custom development?
What kind of web-service, if any, is needed?
All other relevant detail(s)
- b. Utilize a direct connection to the County's ESRI ArcSDE-format geodatabase stored in a SQL server 2012 database. ☐ Yes ☐ No
- c. Connect to a County-defined geo-database with a specific transactional version (as defined by ESRI) for linking to assets and work orders, location/address lookups, and map display. ☐ Yes ☐ No
- d. Support at least 50 independent GIS layers as overlays/underlays to the map. These include points, lines and polygons (i.e. cemeteries, contours, floodplain areas). The source can be either GIS database layers or ArcGIS services (please note supported formats). ☐ Yes ☐ No
- e. Support display of aerial photos stored in MrSID format from file system on the map ☐ Yes ☐ No
- f. Support display of aerial photos stored in JPG format from file system on the map ☐ Yes ☐ No
- g. Display ArcGIS Server web Feature Services as under/overlays on the map ☐ Yes ☐ No
- h. Display ArcGIS Server web Map Services as under/overlays on the map ☐ Yes ☐ No

5.2.4.2. Specific Uses

- a. Support the currently released version ESRI/GIS desktop and server software within 6 months of general release ☐ Yes ☐ No
- b. Select and view specific data on projects, work orders, assets with specific attributes by defining specific geographic areas on the map both by clicking a specific location or using an area to search ☐ Yes ☐ No
- c. Create reports by selecting data from the system map ☐ Yes ☐ No
- d. Print map search results with search result graphic(s) included ☐ Yes ☐ No
- e. Export map search results to these electronic formats at minimum. Please list all others. ☐ Yes ☐ No
 - 1. Adobe PDF (.pdf)
 - 2. Microsoft Excel (.xls, .xlsx)
 - 3. Microsoft Word (.doc, .docx)
 - 4. Comma Separated Values (.csv)
 - 5. eXtensible Markup Language (.xml)
 - 6. ESRI Shapefile (.shp)
 - 7. ESRI Personal Geodatabase (.gdb)
 - 8. AutoCAD Drawing (.dwg)
- f. Map window containing the following tools ☐ Yes ☐ No
 - 1. Zoom in
 - 2. Zoom out
 - 3. Pan
 - 4. Change visible map layers
 - 5. Measure distance (US units)
 - 6. Measure area (US units)
- g. Buffer selected feature(s) to user-defined distances as a map graphic. ☐ Yes ☐ No
- h. Buffer selected feature(s) and query for features inside the buffered area to return a result set. ☐ Yes ☐ No

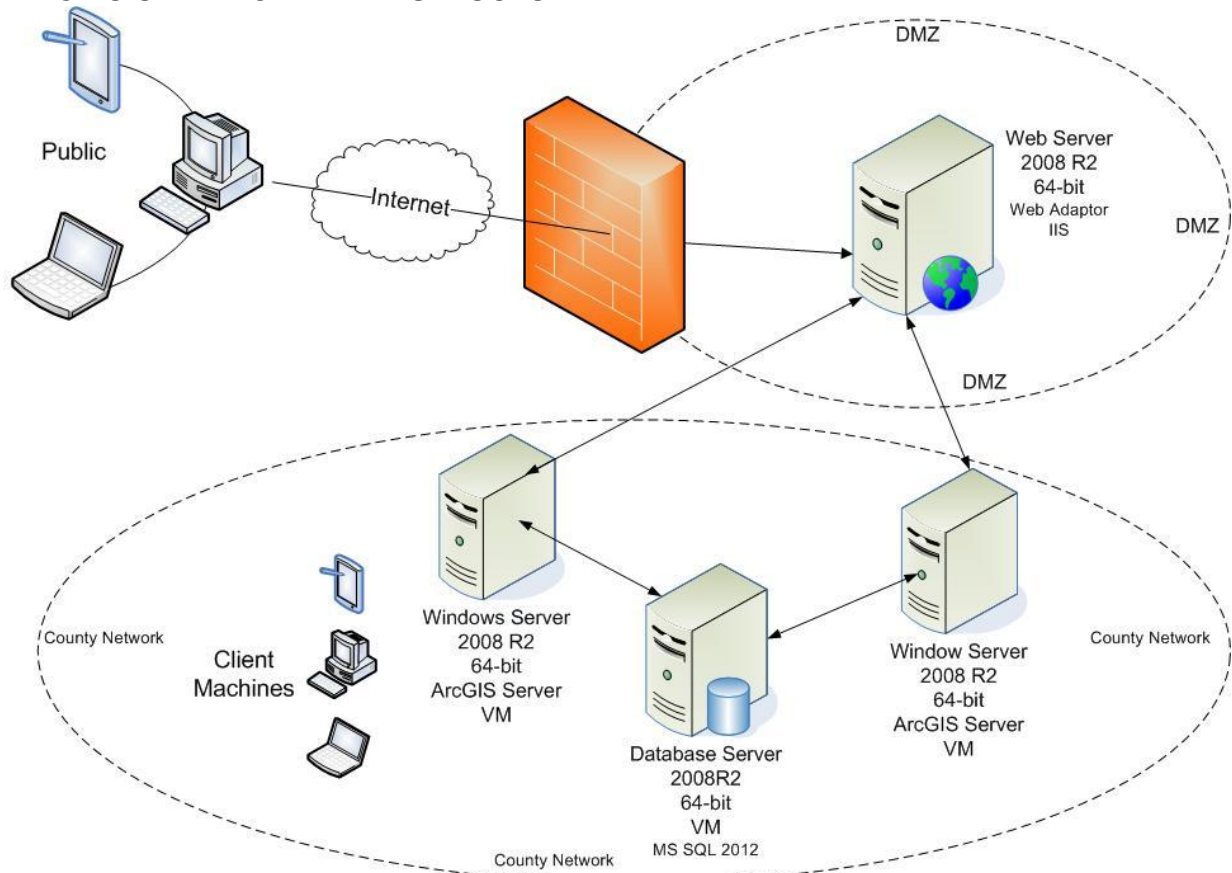
5.2.4.3. Data Validation

- a. All fields and dialogs that take user input of road names and addresses validate the entry at the time of user input to prevent inaccurate data entry. ☐ Yes ☐ No
- b. Invalid road names must be allowed, but the user must be warned or otherwise receive some notification that the entry may be incorrect and did not validate. ☐ Yes ☐ No
- c. Road name validation originates from GIS road layer and is updated without user, system administrator, or vendor intervention on at least a daily basis. ☐ Yes ☐ No
- d. Invalid entries in road names are be searchable or otherwise reportable for further validation or correction. ☐ Yes ☐ No

5.2.4.4. Additional Features

- a. Installed on a separate server from the County's existing ArcGIS Server. ☐ Yes ☐ No
- b. User-customized map symbolization and labeling stored as part of the user's profile and applied at login. ☐ Yes ☐ No
- c. Support an unlimited number of results returned when query is performed via the map. ☐ Yes ☐ No

MAP OF GIS NETWORK INFRASTRUCTURE



GIS Network Diagram

Williamson County GIS & Addressing

Version 1.2
G. Strebel
08/12/2014

5.2.5. OTHER DESIRABLE FEATURES

5.2.5.1. Bonds

The County requires Performance/Maintenance Bonds for various projects. Explain how these might be tracked in the system, what information is available for capture. These bonds have dollar amounts and expiration dates associated.

- Are periodic reports available? (List of Bonds about to expire?)
☐ Yes ☐ No
- Does the system support the ability to search existing bonds by data fields?
☐ Yes ☐ No
- Does the system have an approval process to release bonds upon completion of the project by notifying appropriate staff?
☐ Yes ☐ No
- Can multiple bonds be applied to a single work order, project, or roadway?
☐ Yes ☐ No
- Calendar/notification feature?
☐ Yes ☐ No

5.2.6. APPLICATION ARCHITECTURE

The County uses Microsoft's Exchange 2007 and Outlook 2007, 2010 & 2013 and Office 365.

5.2.6.1. Software Integration

- a. Does the proposed solution support email using MS Outlook?
☐ Yes ☐ No
- b. Does the system have a calendar feature and will it interface seamlessly to our users' Outlook calendars to prevent duplication of appointments? (inspection appointments)
☐ Yes ☐ No
- c. List any integration with other software packages, AutoCAD, Google Earth. Include exporting of data, reports, or forms.
- d. Are Virtual environments supported? List the types of virtual environments.
☐ Yes ☐ No
- e. Compatible with Microsoft Windows 7 and 8
☐ Yes ☐ No
- f. Compatible or independent of Java 1.7.0_55
☐ Compatible ☐ Independent
- g. Compatible with both 32 and 64 bit operating systems
☐ Yes ☐ No
- h. Supports use of virtual machine for application software
☐ Yes ☐ No
- i. Supports operation on a network that supports 30mb bandwidth or greater
☐ Yes ☐ No
- j. Compatible with currently supported version of Kaspersky Anti-virus software
☐ Yes ☐ No

5.2.6.2. Mobile Solution

- a. Support Windows tablet (on Windows 7 and 8) interfaces
☐ Yes ☐ No
- b. Support NetMotion VPN and SonicWall VPN (if independent of VPN, so note)
☐ Yes ☐ No
- b. Does the solution have an off-line capability?
☐ Yes ☐ No

If so, describe how the solution is updated once connectivity to the network is restored.

- c. Are mobile apps updated at the same time as the related solution? ☐ Yes ☐ No
If not, describe how the updates occur.
- d. Does your software have a GPS tracking module? ☐ Yes ☐ No
1. If not, could it be integrated into the system to view on the map? ☐ Yes ☐ No
- e. Can it be managed by permissions? ☐ Yes ☐ No

5.2.7. UPCOMING RELEASES & SUPPORT

5.2.7.1. Backup & Disaster Recovery

- a. Briefly describe the Backup & Recovery Plan
- b. Is there a provision for a failover system? ☐ Yes ☐ No
Explain

5.2.7.2. Updates

- a. Describe how minor and major updates and revisions to your software are distributed and installed.
- b. What happens if bugs are identified that impact our site?
- c. Who is responsible for installing the updates?
- d. Is a vendor installed update considered a billable charge? ☐ Yes ☐ No
- e. Are instructions or procedures supplied for the client to install updates? ☐ Yes ☐ No
- f. If the County signs an ongoing maintenance agreement with your company, will the County be charged an additional fee for minor/major updates to the program? ☐ Yes ☐ No
- g. Briefly describe planned development efforts; include estimated availability dates, if possible.

5.2.7.3. Support

***Note – The County will not consider respondents that outsource for Development, Implementation, Maintenance and Support of the application.**

- a. What are the hours for user phone support?
- b. Where is the support Call Center located?
- c. Briefly describe the protocol for support calls.
- d. What is the typical wait time for a caller and how soon are problems resolved?
- e. Briefly describe how support calls get escalated.
- f. Can the user request that a call be escalated to a higher level technician or programmer? ☐ Yes ☐ No
- g. Will the vendor provide a Service Level Agreement (SLA)? ☐ Yes ☐ No
If so, include a sample of a current agreement.
- h. Does your solution development closely follow ESRI's development path? ☐ Yes ☐ No
Briefly explain.
- i. Is the software updated within 6 months of ESRI upgrade to maintain software integrity? ☐ Yes ☐ No
- j. What is the software warranty period? _____
State when the warranty period starts.
- k. Where are the staff members that will be used for the implementation & training located?
- l. Provide the names and resumes of individuals that will be involved in Williamson County's implementation, as well as their role. (limited to 1 page per each member).

5.2.8. HOSTED SOLUTIONS

5.2.8.1. Additional Options

- a. Do you provide a Hosted solution? ☐ Yes ☐ No
If so, is it ☐ Cloud Based (SaaS), or ☐ Rack Space?
- b. Is your Cloud solution hosted by a third party? ☐ Yes ☐ No
- c. Explain your hosted solution pricing model.
- d. Provide a copy of your Service Level Agreement (SLA) if SaaS.
- e. Describe your security model if SaaS.

5.2.9. PRIOR IMPLEMENTATIONS

- 5.2.9.1.** Provide a list of government agencies for whom you have provided similar services within the past three years including contact information for each. Describe the scope of the implementation. We reserve the right to check references.

5.2.10. IMPLEMENTATION STRATEGY

The County anticipates using an industry standard focused Tier 2 implementation strategy. The scope should include (but not be limited to) the following:

- Project Kickoff – Establish key employees, dates and overall project timeline.
- Workflow Definition
- Workflow Design – Finalize activities and familiarize primary users with the system. Begin design of work order forms, service requests, reports and dashboards. Establish data entry requirements for staff, pay rates, rate types, etc. and similar information for equipment and materials.
- Work Order Process Review – Acceptance of forms and other items defined in prior session. Use live forms in the system and begin interacting with draft reports.
- Final Acceptance – Final changes to the work order specifications and forms. Acceptance of work order and service request modules.
- End user training – provide on-site training for all level of users in a computer classroom training environment.

- 5.1.10.1.** Describe your proposed implementation strategy, projected timelines for each step and indicate if the steps are to be accomplished on-site or remotely. Provide a flow chart indicating project milestones. Provide a spreadsheet, Gantt chart (or similar) showing implementation timeline. Include the costs as requested in Exhibit II.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

6. CONTRACT ADMINISTRATION

Terron Evertson, Director of Road & Bridge; 512/943-3849; tevertson@wilco.org shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

Price Proposal

The Respondent will utilize the form provided in the Appendix below in its submission of a Price Proposal in response to this RFP. The Price Proposal should be included in each copy of the Proposal. Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.

7.3 Proposal Evaluation and Selection

7.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

7.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

EVALUATION CRITERIA

Evaluation of the Proposals received will be based on the following criteria. Criteria must be met to be considered.

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1. Response to Questions (called out in Technical Specs) | 25 points |
| 2. IMPLEMENTATION STRATEGY – Staffing and Plan | 25 points |
| 3. COST of System Acquisition – Ongoing maintenance- Upgrades and other cost components – (assuming 10 users projected over 20 years) | 50 points |

Williamson County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

YOU MUST PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES

ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS RFP TO ENSURE CONSIDERATION OF YOUR PROPOSAL.

USE PROPOSAL SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

Proposal Submittal Checklist

**RESPONDENT SHOULD COMPLETE AND RETURN THIS
“PROPOSAL SUBMITTAL CHECKLIST” WITH YOUR PROPOSAL.**

The Respondent’s attention is especially called to the items listed below, which should be submitted in full as part of Respondent’s Proposal. Failure to submit any of the documents listed below as a part of your Proposal, or failure to acknowledge any Addendum in writing with your Proposal, or submitting a Proposal on any condition, limitation, or provision not officially invited in this RFP may serve, at Williamson County’s sole discretion, as cause for rejection of the Proposal. The County reserves the right to request that any Respondent clarify its Proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal.

Respondent should check each box below indicating compliance.

- ☐ Transmittal Letter
- ☐ Table of Contents of the Proposal
- ☐ Executive Summary of Respondent’s Proposal
- ☐ Proposal and Response to Criteria
- ☐ Price Sheet form (Appendix A)
- ☐ References: Identification of three (3) references ***within the last 36 months*** for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B)
- ☐ Conflict of Interest Questionnaire (Appendix C)
- ☐ Proposal Affidavit and Addenda Acknowledgement (Appendix D)
- ☐ Signature Page (Appendix E)
- ☐ Attach Sample Contract
- ☐ File copy of **Assumed Name Certificate** - *If Proposer is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk.*
<https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>
- ☐ **One (1) original, three (3) paper copies and one (1) CD copy** of the Proposal should be mailed to or delivered on or before the Proposal submittal deadline, to the Williamson County Purchasing Department, 901 S Austin Ave, Georgetown, TX 78626.

RESPONDENT SHOULD SIGN AND RETURN THIS PAGE WITH ITS PROPOSAL

Company

Address

Authorized Representative (Please print)

Authorized Signature

APPENDIX A PRICE SHEET
ROADWAY/ASSET MANAGEMENT SYSTEM (RAMS)

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Does respondent have contracts with Texas Cooperative organizations (HGAC, TXMAS, TxSmartBuy, TCPN,

BuyBoard or DIR? _____

Roadway Asset Management System Phase 1
Cost Summary and Projections
Instructions

1. Use **one** of the two scenario tabs provided.

Scenario 1: Annual license cost per user is fixed. Complete annual license cost adjustment value as necessary.

OR

Scenario 2: Annual support cost is a % of software cost. Complete percentage value as necessary. Complete annual support cost adjustment value as necessary.

2. **Provide additional spreadsheet(s) showing software module/component costs individually. The county would like the option to purchase those modules/components it deems necessary at this time.**

3. **Provide additional spreadsheet(s) showing implementation and training breakdown.**

APPENDIX A PRICE SHEET – CONTINUED
SCENARIO 1

Roadway Asset Management System Phase 1
Cost Summary and Projections
Fixed Annual License Cost/User

Concurrent Users 10

Cost Of Software \$ _____

Cost Of Implementation \$ _____

Annual Fixed License Fee Per User \$ _____

Annual License Cost Adjustment % _____%

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

APPENDIX A PRICE SHEET – CONTINUED

SCENARIO 2

Roadway Asset Management System Phase 1 Cost Summary and Projections Support Costs as % of Software Cost

Concurrent Users 10

Cost Of Software \$ _____

Cost Of Implementation \$ _____

Annual Cost at % _____%

Annual Support Costs Adjustment % _____%

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

APPENDIX B
RESPONDENT REFERENCES
ROADWAY/ASSET MANAGEMENT SYSTEM SOFTWARE

Please list at least three (3) governmental agencies where the same or similar products and/or services as contained in this specification package were provided **in the last 36 months.**

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Reference Two

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE

For Respondent or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

Date: _____, 20____

APPENDIX D
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA
ROADWAY/ASSET MANAGEMENT SYSTEM SOFTWARE

ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price negotiated, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Proposer*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Proposer*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a proposal or not to submit a Proposal thereon."

Name and Address of Proposer:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20_____.

Notary Public in and for

APPENDIX E
SIGNATURE PAGE
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This Proposal shall remain in effect for ninety (90) calendar days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Respondent agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, in accordance with the Specifications, Terms and Conditions contained in the RFP, and all other items made a part of this RFP.

The undersigned affirms that he or she is duly authorized to execute this Proposal and that by executing this Proposal, Respondent understands, acknowledges and agrees that the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County upon selection. Respondent represents to Williamson County that Respondent has not prepared this Proposal in collusion with any other Respondent, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not to submit a Proposal thereon.

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Williamson County Purchasing

Address:

**901 S Austin Ave
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

