WILLIAMSON
COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

11/21/16

Williamson County Commissioners Court

Re: Sole Source recommendation for AristaTek, Inc: PEAC-WMD hazmat software

Dear County Judge and Commissioners,

Recently our county Emergency Management department made a request for qualifying the **sole source purchase of PEAC-WMD hazmat software and maintenance from AristaTek, Inc. These items are supplied only by AristaTek, Inc. who is the owner, manufacturer, and the only provider of software maintenance and support.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:
- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring any additional analysis or consideration.
- A signed Sole Source Justification Request from Jarred Thomas, Director of Emergency Mgt.
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Jarred Thomas, Director of Emergency Mgt.
- A price quote of requested items / services

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max R. Bricka

Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BidSync Periscope

WILLIAMSON COUNTY

Welcome Blake.Skiles@wilco.org | Logout

Need assistance?
Contact us
or call 800-990-9119

Home   Search   Source   Tools

Schedule   Task   Note

Vendor view of bid

Chat | Description

Bid #SOS-1701 - Intent To Deem Aristatek As The Sole Source For PEAC-WMD Software ✉ RFI ⊛

Time Left	closed	**# of offers**	**0**
Bid Started	**Nov 4, 2016 8:58:33 AM CDT**	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Nov 18, 2016 3:00:00 PM CST	# of suppliers viewed	11 ❓ (View)
Agency Information	Williamson County, Texas, TX (view agency's bids)	Q & A	Questions & Answers
Department	Emergency Management (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations		
	Williamson County, Texas		
	No Location Specified		
	Qty 1		
	Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Bid Packet	📄 Packet for Bid SOS-1701 [download]		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	SOS-1701
Title	Please Attach Any Supporting Documents To This Line
Contract Duration	3 years
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with Aristatek for the following item(s):
	PEAC-WMD Software
	THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.
	Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.
	If no affirmative responses are received by November 18, 2016 at 3:00 p.m. showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice.
	Oral communications are not acceptable in response to this notice.
Description	Please Attach Any Supporting Documents To This Line

Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

☒This request form completed and signed

☒A written quote from the supplier, listing the goods, services and pricing

☒Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒Notarized Sole source affidavit completed by the supplier

☒Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Jarred Thomas / Office of Emergency Management

Requestor Title: Director   Requestor Phone Number: 512-864-8269

Requested Sole Source Supplier:

Company Name: ARISTATEK

Contact Name: Matthew Stewart

Address   710 Garfield Ste. 220

City: Laramie   State: WY   Zip Code: 82070

Phone Number: 307-721-2126   Email Address: matts@aristatek.com

Website: www.aristatek.com

Is the recommended supplier the manufacturer?   ⦿ Yes   ◯ No

Does the manufacturer sell the item(s) through distributors?   ◯ Yes   ⦿ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

AristaTek, Inc will be providing their PEAC-WMD hazmat software and will integrate the Williamson County Tier II information into the software. The software itself performs many functions in one place, not found in any other single software platform. This includes, but is not limited to, what you will find outlined on the attached document. The software is intended to allow our safety stakeholders throughout the county to respond appropriately to hazardous materials events as well as develop plans and awareness of dangers posed by the hundreds of Tier II chemical facilities storing dangerous substances throughout Williamson County. Any support issues that arise in the future are handled in house by AristaTek with their dedicated IT staff. The company also provides all customers monthly hazmat training online that cannot be found anywhere else. As the head of the Williamson County Hazmat Team, a purchase through Williamson County Emergency Management will ensure consistent use among all those who make up our response team.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

These items need to be purchased prior to Dec. 31, 2016 and preferably by the second week of December to allow for invoicing and payment. This is a grant purchase with a hard deadline of the end of December.

Estimated Cost: $17,000

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

☒ The required item or service is proprietary to the supplier

☒ The recommended supplier holds the patent on the requested item(s)

☒ The recommended supplier is the only supplier capable of performing the requested service

☒ A specific item is needed

☒ To be compatible or interchangeable with existing hardware

☐ As a spare or replacement hardware

☐ For the repair or modification of existing hardware

☒ For technical evaluation or testing

☒ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

In talking with the manufacturer, we have learned that no other entity can provide the software with our Tier II chemical information. There are no software programs available that do all of what PEAC can do from a planning and response perspective, especially with the amount of detail the company can provide on our Tier II chemical facilities.

☒ There is a substantial risk in selecting another product or service provider.

If so, please describe:

As stated, there is no other service provided for the package we need. A different general fire response software program would not provide anywhere close to the level of detail on hazmat events and risks in our specific communities. PEAC is specifically a hazmat tool. To take full advantage of what our hazmat team and members are capable of, we need this software to allow them to respond most effectively and to be as informed and aware of the chemical hazards they may face throughout any location they respond to in the county.

☒ It is not possible to obtain competitive bids for consideration.

If so, why:

AristaTek, Inc is the sole provider of the package we are requesting and no other company offers a similar product that can be tailored to Williamson County or encompass all the hazmat information we seek.

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

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☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

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☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

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ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: October 24, 2017

Signature: Jarred R. Thomas

By typing your name, this is equivalent to a legal signature

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.

AristaTek, Inc. Quote

Quote Date: 11/29/2016
Quote Number: F416-650F

Voice: 877-912-2200
Fax 307-755-5862

Customer Information
Customer Name: Williamson County Emergency Management
Address: 303 MLK Street
Address:
City, State, and Zip: Georgetown, TX 78626
Phone: 512.864.8269
Attention: Jarred Thomas

PEAC®

AristaTek, Inc.
710 Garfield St, Suite 220
Laramie, WY 82070

Product Code	Description	Unit Price	Qty	Amount
PEAC-WMD WIN V6	PEAC-WMD v6 Software Application and Database for Windows with software upgrades, and technical support. (one license per installed computer/seat required.) Package includes 12 copies of PEAC-WMD and upgrades and technical support for these and all other Wilco licenses through August 31st, 2018.	$ 1,388.75	12	$16,665.00
TECH-SUP WIN 1	Tech-Sup Win 1 - PEAC-WMD Windows one (1) additional year after initial years of technical support and software upgrades. Cost is per license. (Shown to relfect optional renewal cost per license in future years.)	$ 350.00	0	$0.00
	Subtotal			$ 16,665.00
	Other:			$ -
	Shipping and handling			
	TOTAL AMOUNT			$ 16,665.00

Quote Provided by: *Matthew Stewart*

Matthew Stewart
Total Amount Expressed in US Dollars
This quote is valid for 90 days unless otherwise stated.
Orders must be accompanied by either:
1. A check for full amount, or
2. A duly authorized company Purchase Order (PO), or
3. A valid charge card information (MasterCard, Visa, AmEx - including card number, expiration date, and name on card).

> All sales are governed by AristaTek's Licensing Agreement, and all products are subject to
> AristaTek's Limited Warranty. The License Agreement and Limited Warranty are found on
> our web site at www.aristatek.com.
>
>
> Provisions in customer's Purchase Orders contrary to these conditions are not binding upon us
> unless accepted by us in writing.

AristaTek, Inc. Certificates and Representations:
Dunn & Bradstreet No: 069288798   EIN: 83-0325339   CAGE Code: 1LBM8
AristaTek is a Certified HUBZone Small Business Concern

Appendix C - Warranties and Limits of Liability

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CALCULATIONS BASED ON SUCH CHEMICAL DATA SHOULD SUCH DATA BE INACCURATE AND, IN USING THE PROGRAM, YOU RECOGNIZE AND ACCEPT ALL RISKS THAT MAY ARISE FROM SUCH DATA BEING INACCURATE.

Support. For a period of one (1) year from the date You receive the Program, AristaTek agrees to provide reasonable software telephonic support at the phone numbers listed below for any questions related to the use of the Program. Subsequent to that time, contact AristaTek for a description of the available options for continued support.

Limitation of Liability

YOU AGREE THAT IN NO CASE SHALL ARISTATEK, ITS EMPLOYEES, AGENTS, OR SUPPLIERS (THE "PROTECTED PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES, ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY IN TORT OR WARRANTY (INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF DATA, LOSS OF LIFE, PERSONAL INJURY, DAMAGES FROM BUSINESS INTERRUPTION, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT OR PROPERTY, COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA USED IN CONJUNCTION WITH THE PRODUCTS, EVEN IF ARISTATEK, ITS EMPLOYEES, AGENTS, OR SUPPLIERS, OR ANYONE ELSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR OTHER RELIEF ARISING OUT OF OR RELATED TO, THIS AGREEMENT OR: (A) YOUR USE OR THE INABILITY TO USE THE PROGRAM OR DOCUMENTATION; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE PROGRAM; (C) UNAUTHORIZED ACCESS OF OR ALTERNATION OF YOUR TRANSMISSIONS OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE PROGRAM OR DOCUMENTATION. IN NO EVENT SHALL ARISTATEK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO ARISTATEK, IF ANY, TO LICENSE THE PROGRAM AND DOCUMENTATION.

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Because some states or jurisdictions do not allow the exclusion or the limitation of liability for damages, in such states or jurisdictions, AristaTek's liability shall be limited to the maximum extent permitted by law.

General Conditions and Covenants. Wyoming law shall govern the validity and interpretation of this License Agreement (notwithstanding such jurisdiction's conflict of law's doctrine). In the event of any violation of this License Agreement, AristaTek reserves the right to pursue any state law remedies (including contractual remedies) or remedies under federal laws or both. The User consents to exclusive jurisdiction in either state or federal courts in Wyoming or both as appropriate and agrees that the prevailing party shall be entitled to its attorney fees and costs. No decision, act, or inaction of AristaTek shall be construed to be a waiver of any right or remedy, and pursuit of any state or federal causes shall not be deemed an election of remedies.

In the event any provision of this License Agreement is deemed unenforceable, or void, or invalid, such provision shall be modified so as to make it valid and enforceable and as so modified the entire agreement shall remain in full force and effect. You agree that this License Agreement sets forth the entire understanding and agreements between the parties, and supersedes any proposed dealings, whether oral or written, and any other communications relating to the subject matter contained herein, and no written or oral representations of any kind whatsoever shall in any way modify or expand the terms of this License Agreement. This License Agreement may be amended, modified or supplemented at any time by the parties to this Agreement only by an instrument in writing signed by each party.

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Waiver. Except as otherwise expressly provided in this License Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between the parties, shall constitute a waiver of any such right, power or remedy. No waiver by a party of any default, misrepresentation, or breach of warranty or covenant under this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant under this Agreement or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be valid unless in writing and signed by the party against whom such waiver is to be enforced.

Indemnity. AristaTek shall be responsible only to User; no responsibility to any third party shall be created. To the maximum extent permitted under applicable law, User agrees to indemnify and hold harmless AristaTek, its officers, directors, employees, suppliers, and agents (the "AristaTek Group") against any and all claims, losses, damages, liability and expenses of any kind brought by or on behalf of User or any third party that arise out of or relate to User's use of the Program or Documentation or any other act or omission of the User, included, but no limited to, failure to comply with any applicable law, rule or regulation.

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Assignment. You may not assign this License Agreement to any third party without the express written consent of AristaTek and any attempted assignment shall be void.

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Should you have any questions concerning this agreement you may contact AristaTek, Inc., 710 Garfield St., Suite 220, Laramie, Wyoming 82070-3912; Telephone: 1-307-721-2126 or (toll free in North America) 1-877-912-2200; Facsimile: 1-307-755-5862.

AristaTek, Inc.
710 Garfield, Suite 220
Laramie, WY 82070-3912
Toll: 307-721-2126
Toll free: 877-912-2200
FAX: 307-755-5862
www.aristatek.com

◢◢PEAC®

A R I S T A T E K

AristaTek is a Certified HUBZone Small Business Concern

AristaTek, Inc. Certificates and Representations

Dunn & Bradstreet No: 069288798   EIN: 83-0325339   CAGE Code: 1LBM8

©2012   updated 6-27-12

Technical Specifications for the PEAC-WMD™(v6) software application:

The software application shall have the following self-contained capabilities that are not dependent on external support systems:

1. Provides a comprehensive database of TICs/TIMs (toxic industrial chemicals & toxic industrial materials), CWAs (chemical warfare agents), and CWA precursors that include chemical properties (e.g., flash point, auto ignition temperature, melting point, boiling point, vapor density, vapor pressure, molecular weight, chemical formula), NFPA 704 Hazard Classification rating indicator, synonyms, symptoms of exposure, Emergency Response Guide numbers and procedures from the US DOT, Transport Canada and Secretariat of Transport and Communications, and published toxicity values.

2. Provides an advanced search tool for finding a substance in the comprehensive database by using a partial segment of the name, UN#, or CAS#.

3. Provides recommended respirators types for different concentration levels of individual chemicals within the database.

4. Provides chemical protective clothing (CPC) manufacturer's tested breakthrough times (ASTM Method F-739) for specific products for a specific chemical.

5. Provides third party stand-alone and searchable databases including the USCG CHRIS Manual, US DOT Emergency Response Guidebook, NIOSH Pocket Guide, and the CDC Medical Management Guidelines.

6. Provides embedded browser for direct access to Internet search for chemical names or CAS# to supplement internal databases content.

7. Provides assessment of potential chemical reactions when there is a possibility of multiple chemicals coming into contact.

8. Provides access to a database of Advanced Life Support and Basic Life Support (ALS/BLS) Protocols developed for personnel exposed to hazardous chemicals.

9. Provides access to extensive database of biological agents (diseases and toxins) that includes natural hosts, symptoms of exposure, incubation period, treatment, and fatality rate for non-treatment.

10. Provides access to an integrated database of radioactive isotopes to include half-lives; alpha, beta and gamma energies; daughter isotopes; inhalation and ingestion exposure limits; symptoms of exposure based on dose; and the algorithms to compute the travel distance of beta particles in different mediums.

11. Provides access to an integrated database of pesticides with chemical properties, shipping class, typical formulations, water solubility, and brand names listing.

12. Provides access to technical consensus database of chemicals and substances typically used in clandestine Methamphetamine laboratories.

13. Provides toxic and flammable vapors plume-modeling software integrated to the internal TIC and CWA databases. Provides patented computations of a Protective Action Distance or exclusion zone when the material involved can create a vapor cloud. Input of local atmospheric conditions (to include wind speed, temperature, cloud cover) plus surface roughness, container dimensions, and description of source develops an exclusion zone after assessing atmospheric stability, evaporation rates for liquid pools, flow rates through orifices, plus dense-gas and neutrally

buoyant vapor cloud behaviors. Interface to an external portable meteorological monitoring station (also referred to as a SAM – *Station for Atmospheric Measurement*) is provided to allow automatic integration for sensor readings to populate meteorological inputs.

14. Provides later recall of previous described Protective Action Distance or exclusion zone computations for post incident report generation as an automatic integrated data collection and information gathering process requiring no operator intervention during the incident.

15. Provides ability to create, save, edit and manipulate an unlimited number of "working entries" that document hazardous materials related to a specific site or involved in an incident. Also displays a "threat matrix" of any set of working entries to provide a rapid assessment of the individual components.

16. Provides timestamp and record of all actions taken by the user for later recall to assess procedures performed and sequence of actions as part of the automatic integrated data collection and information gathering process requiring no operator intervention during the incident. Additional record collection shall also be available to be instigated by user such that all actions are redundantly collected into an identifiable folder that can be associated with a specific incident for easier retrieval and after action review.

17. Provides access to complete US DOD Military Chemical Exposure Guidelines for TICs and CWAs.

18. Provides access to extensive database of explosives and their TNT equivalence plus provides access to the Vehicle Bomb Tables as published by the US ATF. Tightly integrated with the explosives database is the Explosion Calculator that provides pre-blast prediction of appropriate standoff distances for explosives or IEDs (improvised explosive devices). Computes standoff distances for over pressurization based on user selected threshold value, plus distances for hazard fragments.

19. Provides access to an IED "cheat sheet" of different sized IEDs or VBIEDs in a tabular format that displays recommended safe standoff distances from blast effects and hazardous fragmentation with a one step direct mapping capability.

20. Provides computation of appropriate standoff distances from unconfined vapor cloud explosion based on predicted radiant heat and over pressurization Levels of Concern correlated with damage thresholds.

21. Provides computation of an estimated maximum radiological dose for personnel entering radioactive fallout contaminated zone for a specified amount of time after detonation of a fission device.

22. Provides computation of distances from "ground zero" to a user specified Level of Concern for overpressure, radiant heat injury and radiation dose after denotation of a nuclear device of a specified or estimated yield.

23. Provides computation of the estimated gamma radiation dose based on the identified isotope and source size with user providing distance from source and time of exposure to the isotope source.

24. Provides computation of safe standoff distance from a liquid pool fire for user specified Level of Concern related to different types of heat injuries to personnel with unprotected skin. Also provide an estimated duration of the pool fire if no offensive fire suppression action is taken.

25. All computational tools that generate an exclusion zone or appropriate safe standoff distance shall also generate an ESRI compatible shapefile that can be uploaded to an appropriate GIS or mapping software application allowing the display of the corresponding polygon that graphically represents the computed exclusion zone or safe standoff distance.

26. Provides interface with standard GPS devices on PCs and access their output programmatically.

27. Provides a seamless integrated street mapping tool with installed maps to display a generated ESRI compatible shapefile for locations in the USA fifty states and territories.

28. Provides a seamless interface to the Google Earth™ mapping resource that allows display of a generated ESRI compatible shapefile for any location worldwide.

29. Provides a geo-code utility based on street address as an optional method to locate the geographical location of an incident.

30. Provides an integrated Forms tool to allow access to pdf templates of NIMS (National Incident Management System) standard forms and other template forms that can be populated with required information, saved, modified, recalled, printed, or emailed to a user specified recipient. Forms auto-populate common field names found in the ICS NIMS Forms to simplify data entry.

Provides for auto-populating of certain ICS Forms: (a) the ICS 208 Form to include chemical properties from substances the user has selected for the application's Working Entries List and (b) the insertion of a Results Report map into either the ICS From 201 or Form 208.

31. Provides a Tear Off Topic feature that allows user to retain on the desktop different window displays of pertinent information while continuing to review other information displays.
32. Provides automatic creation of the DHS CAP 1.0 (Common Alerting Protocol) XML formatted text file that can be emailed to a user specified recipient based on the results for each integrated computational tool.
33. Provides access to National Weather Service hourly forecast information in graphical or tabular formats for the current location if Internet connectivity is available.
34. Provides access to an interactive and stand-alone glossary of HAZMAT and WMD terms.
35. Provides facilities for a user to import user-defined data that can be associated with only a specific substance or available globally.
36. Provides search capability of the descriptive or symptom fields within the database for user specified terms or words and display matching entries.
37. Provides analysis of subjective symptoms of a mass casualty incident and indicate the likely class of agent used to create the mass casualties.
38. Provides an automatic logging capability to capture all actions performed using the application plus allow user generated notes to be created such that all records are time stamped and available as a formatted report for after-action-reviews or to develop post incident reports.
39. Provides print capabilities to local printer for all data and computational results reports.
40. Provides email facilities for all data and computational results reports.
41. Compatible with any laptop, desktop or Tablet PC running Windows XP/Vista/Windows 7.
42. Application shall have been a COTS product used by both military and civilian responders for over thirteen (13) years.

Background and History of the PEAC-WMD™ application

The first version of the PEAC® system was developed in 1996 at the University of Wyoming Research Corporation (UWRC) and offered on the Apple Newton MessagePad handheld computer. UWRC conducted research under federal contracts authorized in 1986 under the Superfund and Reauthorization Act (SARA) and in 1990 under the Clean Air Act Amendments (CAAA) to develop databases and expand technology to respond to hazardous chemical spills in transportation, storage, and industrial facilities. Industry, DOE, EPA and DoD participated in the research leading to the databases that were used in development of the patented PEAC system.

DOE testing facilities were available for one-of-a-kind field-testing not available to the general public. Because of Technology Transfer funded by the federal government the Nation is benefiting from the PEAC technology. The PEAC system has a patented dispersion model and one-of-a-kind features developed from actual chemical spills field experiments. The founders of AristaTek who were former employees of UWRC own the patent (US patent # 5,724,255, filed 8/27/96 and issued 3/3/98), the PEAC technology, and are the sole source and manufacturer of the PEAC system. The PEAC product has been a commercial-off-the-shelf (COTS) product since 1996, and is currently used by both civilian and military emergency First Responders:

- All National Guard's CSTs (Civil Support Teams)
- All USAF base Fire & Emergency Services
- All 50 states by First Responders, state, local law enforcement, and industry.
- Active DoD units deployed in Iraq, Afghanistan, Kuwait, and Korea with US military.
- Many of the HAZMAT/WMD training facilities in the USA including: CSTI (California Specialized Training Institute), DOD Fire and Emergency Services' Louis F. Garland Fire Academy located at Goodfellow AFB, US Army's Incident Response Training Department (IRTD) Fort Leonard Wood MO, Michigan State Police, Midwest Training Consortium and the Center for National Response.
- Used at ground zero WTC on 9/11/01 and the 2004 summer Olympics.
- The chemical warfare data and dispersion modeling have been evaluated by SBCCOM's ECBC (Edgewood Chemical Biological Center) as part of a project funded by TSWG (Technical Support Working Group) in 1999.

PEAC-WMD™ (v6) Capabilities

The tool has 100,000+ hazardous materials including toxic industrial chemicals (TICs), chemical warfare agents and precursors, biological agents, radiological isotopes, and explosives for persons responding to hazardous materials releases or terrorist events involving weapons of mass destruction (WMD). The emergency response tool provides information from databases that include:

- Chemical/physical properties
- Synonyms
- DOT Emergency Response Guidelines
- USCG CHRIS Manual
- NIOSH Pocket Guide
- ASTDR Medical Management Guidelines
- NIMS Forms with auto-populating services
- ALS/BLS Protocols for hazmat exposure
- DoD's Military Chemical Exposure Guidelines

- PPE recommendations (Respirators & CPC)
- EPA Acute Exposure Guideline Levels
- EPA Chemical Reactivity Worksheet
- DoD's NBC Indicator Matrix (identify class of agent by mass casualties symptoms)
- ATF Vehicle Bomb Table
- DHS's CAP XML file generation
- Email capabilities for all reports
- IED Table with standoff distances and a one step direct mapping interface

Integrated computational tools include:

- Plume model
- Explosion Calculator
- Fireball Calculator for unconfined vapor cloud explosions
- Gamma Dose Calculator

- Fallout Dose Calculator
- Nuclear Detonation Calculator
- Pool Fire Calculator
- Seamless integrated street mapping tool and interface to Google Earth™

- Incident Manager, which supports after-action-reviews of an incident by recording all activities initiated within the PEAC app and user generated notes that are time stamped and available as a report

The PEAC-WMD for Windows software will run on a desktop, laptop, or Tablet PC running the following operating systems - Windows XP/Vista/Windows 7.

◢ ARISTATEK

Mr. Jarred Thomas
Williamson County
911 Tracy Chambers Lane
Georgetown, TX 78626
10/28/2016

RE: Sole Source Vendor of PEAC-WMD Software

Dear Mr. Thomas,

This letter is in reference to the PEAC-WMD Software program. The quoted configuration outlined in Quote Number 4EA9-8B13 can only be purchased directly from AristaTek, the manufacturer. Any support required on the software such as moving it to new computers, reinstalling if accidentally removed, etc, is also performed in house and not outsourced to a third party. All complimentary training offered to our customers is also performed in house.

As discussed, no other software program offers the collection of hazmat information needed by the Williamson County Hazmat Team. The collection of hazmat resources paired with incident management functions cannot be found in one other program, or even a combination of multiple programs.

No other program offers the analysis of Tier II information we provide and awareness our software creates by comparing individual chemical risks at a facility to one another, showing all chemical reactions, and perhaps just as important, the ability to compare your in house chemical protective clothing (CPC) to the inventory at each facility to determine if your CPC inventory will allow you to respond to a facility, regardless of what is taking place.
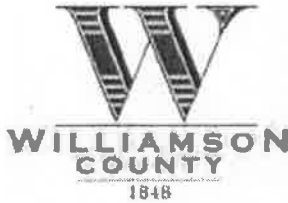
As discussed, there are multiple facets of the PEAC-WMD software that cannot be found anywhere else (let alone in one program) including but not limited to the patent we have on our plume model, proprietary chemical information developed by our in house PHD chemist, Tier II awareness tables, modeling tools beyond plumes (radiation, explosives, fireballs, pool fires, etc.), integration of your own SAM weather stations and PIDs, auto-populating ICS forms with chemical information, etc.

Should you need any additional information or additional references, please contact me by phone at 307-721-2126 ext. 813 or by e-mail at matts@aristatek.com.

Sincerely,

Matthew Stewart

Matthew Stewart
AristaTek, Inc.

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared ___S. Bruce King___, who after being duly sworn on oath stated the following:

My name is ___S. Bruce King___. My title is ___Arista Tek Inc /CEO___.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.
Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: PEAC-WMD software w/Williamson County
I am the sole-source supplier of this item because: integrated, Tier II information. No other vendor or software mfr offers this configuration and customization we can perform. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.
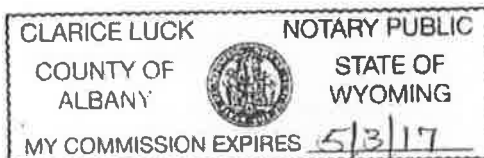
IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 28th day of
October , 2016.

___S. Bruce King___
[Signature]

___S. Bruce King /CEO___
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on October 28, 2016, by
S. Bruce King.
[Printed Name]

___Clarice Luck___
[Signature] Notary Public
State of Wyoming
My Commission expires on 5/3/17

CLARICE LUCK   NOTARY PUBLIC
COUNTY OF   STATE OF
ALBANY   WYOMING
MY COMMISSION EXPIRES 5/3/17

November 2, 2016

To: Williamson County Purchasing Department

Re: Sole Source Recommendation

To whom it may concern:

Williamson County boast about increased levels of preparedness and response to incidents involving the unplanned and/or uncontrolled release of hazardous materials. Primary components to any such incident is that of research and planning the potential impacts to the areas surrounding the incident site. The PEAC-WMD software serves a comprehensive solution for response to hazardous chemical incidents. I recommend Aristatek, as a Sole Source provider, for their PEAC-WMD Software for hazardous materials response for the reasons outlined below.

1. They have a patent on their plume and studies have been done showing how it differs from MARPLOT and how they take proper variables into account for night time modeling that other programs don't. This is all based off their own field studies with different government agencies for various legislation in the past. - US patent # 5,724,255, filed 8/27/96 and issued 3/3/98

2. They have proprietary information in PEAC for technical reference in terms of responder guidelines for fire, EMS, and law enforcement. They also create their own in house substance sheet for each entry, whether it be an isotope, chemical, bio agent, etc, making them the only company that can provide proprietary information on chemicals, regardless of their inclusion in standard reference guides.

3. They are the only software in the marketplace that builds tables for end users outlining the specific dangers at each Tier II facility. These include plume risks, fire, water reactive substances, etc.

4. They are the only software that allows you to model plumes, fireballs, explosives, pool fires, and radiation in one program. They are also the only program I know if that seamlessly allows users to model on the specific inventory of their facilities once they are within the facility submittal itself.

5. They are the only software program that integrates with each of the following: SAM weather stations, CPC breakthrough times, PID and LEL calculations, and multiple mapping systems including ESRI based and reverse 911.

6. They are the only program that can search for unknown substances in one tool based on a combination of information such as part of a CAS # along with a chemical description and symptoms.

7. Using PEAC is the only software that also entitles all users to the technical papers they do for people like the State Fire Marshal, crude oil shipments, propane use, etc.

8. They are the only software that auto-populates ICS information including physical and chemical properties. They are also the only program that can automate our local Williamson County forms as well.

9. They are the only hazmat software system that allows 100% of information generated to be shared with non PEAC users without them needing the program installed on their own device. They are also the only one that can automatically save, archive, and store everything you create and view.

10. They are the only software that allows unlimited reference guides to be viewed simultaneously to accommodate our standard protocol of multiple reference checks during a hazmat event.

Sincerely,

Jarred Thomas, Director