

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 8TH, 2017
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
 (Items 5 – 14)

5. Discuss and take appropriate action on a line item transfer for non-departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$89,000
To	0100-0409-002060	Non Dept/Unemployment Ins	\$89,000

6. Discuss, consider and take appropriate action on a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003200	Medical Supplies	\$5,000.00
To	0100.0540.003307	Pharmaceuticals	\$5,000.00

7. Discuss, consider and take appropriate action on a line item transfer for Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Constr./Maint.	\$550,000.00
To	0200-0210-000777	Transfer to Capital Projects	\$550,000.00

8. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (3) Undercounter Freezer's, (1) Shredder and (1) 2009 Dodge Charger (see attached lists) pursuant to Tx. Local Gov't code 263.152.
10. Discuss, consider and take appropriate action on authorizing the retirement of (3) Motorola portable radios from the county inventory of assets not found, (see attached lists) per the recommendation of the county Auditor's Office.
11. Discuss, consider and take appropriate action on authorizing the disposal of (3) Motorola portable radios through inter-departmental transfer, (see attached list) pursuant to Tx. Local Gov't Code 263.152.
12. Discuss, consider, and take appropriate action on accepting donation to Williamson County Juvenile Services from Hill County Bible Church in the amount of \$600 for school supplies.
13. Discuss, consider and take appropriate action on Work Authorization No 2 for On Call Geotechnical Engineering and Materials Testing under Williamson County contract for Engineering Services between PaveTex Engineering & Testing Inc and Williamson County dated January 10, 2017.
14. Discuss, consider, and take appropriate action on approval of the final plat for the Siena C Store subdivision - Pct 4.

REGULAR AGENDA

15. Hear presentation on 2017-2018 Budget Recommendations.
16. Discuss 2017-2018 Budget.
17. Discuss, consider and take appropriate action on the acceptance of the 2017-2018 recommended budget for the General Fund (0100) as presented by the Budget Office in the amount of \$172,183,228.00
18. Discuss, consider and take appropriate action on the acceptance of the 2017-2018 recommended budget for the Road and Bridge Fund (0200) as presented by the Budget Office in the amount of \$31,607,341.00
19. Discuss, consider and take appropriate action on the acceptance of the 2017-2018 recommended budget for the Debt Service Fund (0600) as presented by the Budget Office in the amount of \$
20. Discuss, consider and take appropriate action on approving FY18 Compensation Increases.
21. Discuss, consider and take appropriate action on the proposed Budget Order for FY17/18.

22. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
23. Discuss, consider and take appropriate action on Change Order No. 1, to the Agreement between Williamson County and Falkenberg Construction Co., Inc., in the amount of \$2,385.00 for temporary work counter for the Tax Office to operate during the Williamson County Cedar Park Tax Office Remodel Project.
24. Discuss, consider and take appropriate action on DSRIP projects, which may also include, but not be limited to budgeting and funding matters relating to Williamson County EMS, Williamson County MOT and Williamson County Cities Health District.
25. Discuss, consider and take appropriate action regarding extension of the Local Initiative Program contract with Texas Commission on Environmental Quality for the biennium ending August 31, 2019.
26. Discuss, consider and take appropriate action in regards to Texas Workforce Commission Contract - Request for Renewal - for Precinct 3 Constable Office.
27. Discuss, consider and take appropriate action on approving Supplemental Agreement No.1 to Agreement for Renovation Services for the Texas Avenue Facility between Williamson County and Trimbuilt Construction, Inc., and authorizing the execution of the agreement.
28. Discuss, consider and take appropriate action on approving service agreement with FarrWest Environmental Supply, Inc. to provide equipment calibration & maintenance services for the term of July 1, 2017 thru December 31, 2017, with a total cost of \$8,502.87, to support the operations of the Williamson County Hazardous Materials Response Team, and authorizing the execution of the agreement.
29. Discuss, consider and take appropriate action on approving service agreement with FarrWest Environmental Supply, Inc. to provide equipment calibration & maintenance services, beginning January 1, 2018 thru December 31, 2018, with a total cost of \$16,551.38 per year, to support the operations of the Williamson County Hazardous Materials Response Team, and authorizing the execution of the agreement.
30. Discuss, consider and take appropriate action on awarding the proposals received for RFP# 1705-167 Printing Services for Williamson County to D&L Printing as the Primary vendor and 360 Press Solutions as the Secondary vendor.
31. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive proposals for RFP # 1708-179 Electronic Payment Processing.
32. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Flexible Base Materials Services under IFB #1708-178.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and

551.087 (Deliberations regarding Economic Development Negotiations)."

33. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Discuss Pearson Road District.
 - c) Discuss North Woods Road District.
 - d) Project Columbus Balbo
 - e) Mega Site
 - f) Texas State Gold Depository
34. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
 - a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
 - b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - c) Discuss the acquisition of real property for CR 176 at RM 2243
 - d) Discuss the acquisition of real property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: CR 101
 - f) Discuss the acquisition of real property: CR 111
 - g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
 - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - i) Discuss the acquisition of real property for County Facilities.
 - j) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
 - l) Discuss the acquisition of a drainage easement for CR 108.
 - m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
 - n) Discuss the acquisition of real property for CR 258.
 - o) Discuss the acquisition of real property for Seward Junction SE Loop.
 - p) Discuss the acquisition of real property for US 183.
 - q) Discuss the acquisition of real property for Hairy Man Rd.
 - r) Discuss the acquisition of real property for SW Bypass.
 - s) Discuss the acquisition of real property for Crossroad Acres.
 - t) Discuss proposed acquisition of real property on CR 138.
 - u) Discuss proposed acquisition of real property at Highland Springs Lane.
 - v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
 - y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
 - z) Discuss the acquisition of Real Estate for Tower Site.
- B. Property or Real Estate owned by Williamson County
- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible sale of 183 A excess right of way
 - c) Discuss proposed sale of real estate of Blue Springs Blvd
 - d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
 - e) Discuss wastewater easements in Berry Springs Park
 - f) Discuss Development Agreement with Ashby Capital Investments, LLC
 - g) Discuss sale of County property on Ronald Reagan Blvd.
 - h) Discuss abandonment of County property on CR 123.
 - i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
 - j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

k) Discuss possible sale/disposition of a portion of CR 117.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

35. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
- d) Employee/personnel related matters
- e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- g) County Road 241 utility and Right-of-Way Issues and matters;
- h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
- j) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- m) Berry Springs Park and Preserve pipeline
- n) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division Commissary and the Williamson County Sheriff, In the United States District Court for the Western District of Texas – Austin Division
- o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
- p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
- q) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.

36. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

37. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

38. Discuss and take appropriate action concerning economic development.

39. Discuss and take appropriate action concerning real estate.

- 40.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - g) County Road 241 utility and Right-of-Way Issues and matters;
 - h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
 - k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - m) Berry Springs Park and Preserve pipeline
 - n) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division
 - o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
 - p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
 - q) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
- 41.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
- 42.** Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2017 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

5.

Meeting Date: 08/08/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on a line item transfer for non-departmental.

Background

Due to all the turnover in the early part of the calendar year, the unemployment bills have increased from roughly \$12K per quarter to about \$55K per quarter. This transfer will cover the shortage for Q3 as well as the Q4 payment. FY 18 budgets have been adjusted accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$89,000
To	0100-0409-002060	Non Dept/Unemployment Ins	\$89,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/27/2017

Reviewed By

Wendy Coco

Date

07/27/2017 12:41 PM

Started On: 07/27/2017 12:28 PM

Commissioners Court - Regular Session

6.

Meeting Date: 08/08/2017

WCEMS LIT for Pharmaceuticals

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for EMS.

Background

Line item transfer request to provide additional funds for the remainder of FY17 for projected pharmaceutical supply needs in EMS system

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003200	Medical Supplies	\$5,000.00
To	0100.0540.003307	Pharmaceuticals	\$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 08/02/2017

Reviewed By

Rebecca Clemons

Date

08/02/2017 11:01 AM

Started On: 07/31/2017 03:47 PM

Commissioners Court - Regular Session

7.

Meeting Date: 08/08/2017

Discuss consider and take appropriate action on a line item transfer for Road and Bridge Division

Submitted For: Terron Evertson

Submitted By: Daribel Texidor, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Road and Bridge Division.

Background

This transfer is necessary to continue projects associated with this line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Constr./Maint.	\$550,000.00
To	0200-0210-000777	Transfer to Capital Projects	\$550,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Daribel Texidor

Final Approval Date: 08/03/2017

Reviewed By

Rebecca Clemons

Date

08/03/2017 01:49 PM

Started On: 08/03/2017 09:07 AM

Commissioners Court - Regular Session

8.

Meeting Date: 08/08/2017

HR comp. item

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

Please see attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

8.8.17

Form Review

Form Started By: Rebecca Clemons

Started On: 08/03/2017 02:03 PM

Final Approval Date: 08/03/2017

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
Corrections	0574	Vacant	\$75,870.08	\$77,387.44	\$1,517.36	2.00%	Increase vacant position to accommodate internal tenure transfer	Unallocated	7/28/2017
Corrections	0484	Vacant	\$34,853.00	\$39,830.92	\$4,977.92	14.28%	Increase vacant position to accommodate internal tenure transfer	Unallocated	8/4/2017
EMS	0823	13825	\$34,791.24	\$35,139.15	\$347.91	1.00%	Merit	Unallocated	8/11/2017
EMS	0856	13839	\$34,791.24	\$35,139.15	\$347.91	1.00%	Merit	Unallocated	8/11/2017
EMS	1625	13828	\$34,791.24	\$35,139.15	\$347.91	1.00%	Merit	Unallocated	8/11/2017
EMS	0819	13834	\$34,791.24	\$35,139.15	\$347.91	1.00%	Merit	Unallocated	8/11/2017
EMS	0870	13836	\$34,791.24	\$35,139.15	\$347.91	1.00%	Merit	Unallocated	8/11/2017
EMS	0885	13826	\$34,791.24	\$35,139.15	\$347.91	1.00%	Merit	Unallocated	8/11/2017
EMS	0871	13835	\$34,791.24	\$35,139.15	\$347.91	1.00%	Merit	Unallocated	8/11/2017
EMS	1619	13829	\$34,791.24	\$35,139.15	\$347.91	1.00%	Merit	Unallocated	8/11/2017
EMS	0834	13827	\$34,791.24	\$35,139.15	\$347.91	1.00%	Merit	Unallocated	8/11/2017
Juvenile Grant	1041	11391	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Juvenile Grant	1046	13965	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Juvenile Grant	1045	14047	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Juvenile Grant	1043	14205	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Juvenile Services	1126	14116	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Juvenile Services	1127	13976	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Juvenile Services	1741	13977	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Juvenile Services	1742	14042	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Juvenile Services	1114	14129	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Juvenile Services	1111	14199	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	8/11/2017
Magistrate Office	0185	14175	\$89,052.60	\$93,505.23	\$4,452.63	5.00%	Merit	Unallocated	7/28/2017
Sheriff's Office	1421	14251	\$82,750.20	\$86,887.71	\$4,137.51	5.00%	Merit	Unallocated	8/11/2017
Tax Assessor	1447	Vacant	\$30,007.10	\$43,118.21	\$13,111.11	43.69%	Title, grade, salary change: Motor Veh Clk I (B.17) to Accounting Specialist SR (B.20)	Unallocated	7/28/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

9.

Meeting Date: 08/08/2017

Asset Auction 8/8/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (3) Undercounter Freezer's, (1) Shredder and (1) 2009 Dodge Charger (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Asset Auction 1](#)

[Asset Auction 2](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/03/2017

Reviewed By

Rebecca Clemons

Date

08/03/2017 01:50 PM

Started On: 08/03/2017 09:21 AM

Williamson County Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

TRANSFER bet ween county departments
 SALE at the earliest auction *
 TRADE-IN for new assets of similar type for the county
 DONATION to a non-county entity
 DESTRUCTION due to Public Health / Safety
 SALE to a government entity / civil or charitable organization in the county at fair market value

Funds from these assets must be returned to WCCHD for reimbursement to DSHS.

Asset List: returned to WCCHD for reimbursement to DSHS.

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Undercounter Freezer	8022892 Taly PHC	N/A	Working
1	Undercounter Freezer	8022876 PR PHC	N/A	Working
1	Undercounter Freezer	8022874 Gtwn PHC	N/A	Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick

Print Name

Michelle Broddrick

Signature

Contact Person:

Susan Carranco

Print Name

+1 (512) 943-3646

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

RECEIVED

JUL 28 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

TRANSFER bet ween county departments
 DONATION to a non-county entity
 SALE at the earliest auction *
 DESTRUCTION due to Public Health / Safety
 TRADE-IN for new assets of similar type for the county
 SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	GBC Shredmaster 5220S	JF62104	30600	Non-Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Dee Hobbs
Print Name

Dee Hobbs
Signature

July 21, 2017
Date

Contact Person:

Stephanie Lloyd
Print Name

943-1116
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED

JUL 27 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	103,040
Department	560 - Sheriffs Office
County VIN/Serial Number	2B3KA43V69H578442
Equipment/Door Number	SA0936
License Plate	GWZ1064
Year	2009
Make	DODGE
Model	CHARGER
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Tony Carter 7/24/2017 8:26 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/25/2017 2:33 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/27/2017 10:37 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 8/1/2017 8:24 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/3/2017 9:26 AM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session

10.

Meeting Date: 08/08/2017

Asset Not Found 8/8/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the retirement of (3) Motorola portable radios from the county inventory of assets not found, (see attached lists) per the recommendation of the county Auditor's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset Not Found 1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/03/2017

Reviewed By

Rebecca Clemons

Date

08/03/2017 01:50 PM

Started On: 08/03/2017 09:31 AM

Williamson County Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

TRANSFER bet ween county departments
 TRADE-IN for new assets of similar type for the county
 DESTRUCTION due to Public Health / Safety
 SALE at the earliest auction *
 DONATION to a non-county entity

** REQUESTING RETIREMENT - LOST*

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	MOTOROLA XTS2500/ Portable Radio RB 401 (Lost During Bru	205CGR2032 (Lost)		Non-Working
1	MOTOROLA XTS2500/ Portable Radio RB 317 (Lost During Bru	205CJZ3182 (Lost)		Non-Working

Parties involved:

FROM (Transferor Department): WIRELESS COMMUNICATIONS DEPARTMENT

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

CATHERINE ROBERTS

CATHERINE ROBERTS

Print Name

Print Name

Signature



+1 (512) 943-3575

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): For removal off County Asset at the Auditor's Office

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

RECEIVED

Print Name

Print Name

JUL 26 2017

Signature

Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Asset Record Detail

Printed: 5/11/2017 16:51

Asset# Serial# Model# Manufacturer Inventory # Description Status Class Category Parent Asset Radio ID Template	205CGR2032 205CGR2032 XTS2500 Motorola XTS2500 Lost/Stolen Subscriber Portable 31439	Agency Group Agency Agency Name Location Assignedto Vehicle # Building Room Floor	Wilco WC ROAD & BRIDG WC R&B WC ROAD & BRIDGE WC RB LOST1 P WC RB LOST1 P
PO # Receive Date Cost Vendor Appropriation Purchased With	 Motorola	Maintenance Begins Maintenance Ends Date in Service Warranty Expires Last PM PM Freq (Months) Next PM Due	 2009-09-09 2011-05-06 12 2012-05-06

Asset Record Detail

Printed: 5/11/2017 16:50

Asset#	205CJZ3182	Agency Group	Wilco
Serial#	205CJZ3182	Agency	WC ROAD & BRIDG
Model#	XTS2500	Agency Name	WC R&B
Manufacturer	Motorola	Location	WC ROAD & BRIDGE
Inventory #	XTS2500		
Description	Lost/Stolen	Assignedto	WC RB LOST2 P
Status	Subscriber	Vehicle #	
Class	Portable	Building	WC RB LOST2 P
Category		Room	
Parent Asset		Floor	
Radio ID	31726		
Template			
PO #		Maintenance Begins	
Receive Date		Maintenance Ends	
Cost		Date in Service	2013-01-09
Vendor	Motorola	Warranty Expires	2011-08-12
Appropriation		Last PM	12
Purchased With		PM Freq (Months)	2012-08-12
		Next PM Due	

Williamson County Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- TRANSFER bet ween county departments
 TRADE-IN for new assets of similar type for the county
 DESTRUCTION due to Public Health / Safety
 SALE at the earliest auction *
 DONATION to a non-county entity

• REQUESTING RETIREMENT - LOST

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serlal, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	MOTOROLA XTS2500/ Portable Radio RB 636 (Unable to locate)	205CGR2028/ Radio Reported LOST		Non-Working
				Non-Working

Parties involved:

FROM (Transferor Department): WIRELESS COMMUNICATIONS DEPARTMENT

**Transferor - Elected Official/Department Head/
Authorized Staff:**

Contact Person:

Catherine Roberts

Catherine Roberts

Print Name

Print Name



July 5, 2017

+1 (512) 943-3575

Signature

Date

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): For Removal off County Asset at the Auditor's Office

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person: RECEIVED

Print Name

Print Name

JUL 26 2017

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Asset Record Detail

Printed: 5/11/2017 16:51

Asset#	205CGR2028	Agency Group	Wilco
Serial#	205CGR2028	Agency	WC ROAD & BRIDG
Model#	XTS2500	Agency Name	WC R&B
Manufacturer	Motorola	Location	WC ROAD & BRIDGE
Inventory #	XTS2500		
Description	Lost/Stolen Subscriber	Assigned to Vehicle #	WC RB LOST/STLN
Status	Subscriber	Building	WC RB LOST/STLN
Class	Portable	Room	
Category		Floor	
Parent Asset			
Radio ID	31438		
Template			
PO #		Maintenance Begins	
Receive Date		Maintenance Ends	
Cost		Date in Service	2009-09-09
Vendor	Motorola	Warranty Expires	2011-05-06
Appropriation		Last PM	12
Purchased With		PM Freq (Months)	2012-05-06
		Next PM Due	

Commissioners Court - Regular Session

11.

Meeting Date: 08/08/2017

Asset Transfer 8/8/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of (3) Motorola portable radios through inter-departmental transfer, (see attached list) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset Transfer 1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/03/2017

Reviewed By

Rebecca Clemons

Date

08/03/2017 01:50 PM

Started On: 08/03/2017 09:40 AM

Williamson County Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

TRANSFER bet ween county departments
 TRADE-IN for new assets of similar type for the county
 DESTRUCTION due to Public Health / Safety
 SALE at the earliest auction *
 DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	MOTOROLA XTS2500/ Portable Radio RB 636 (Unable to locate)	205CGR2028/ Radio Reported LOST		Non-Working
				Non-Working

Parties involved:

FROM (Transferor Department): WC Road and Bridge

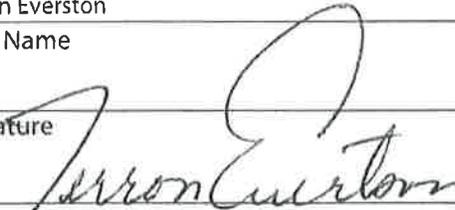
Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:

Terron Everston
Print Name

Lydia Linden
Print Name

Signature



July 5, 2017
Date

+1 (512) 943-3330
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): WIRELESS COMMUNICATIONS DEPARTMENT

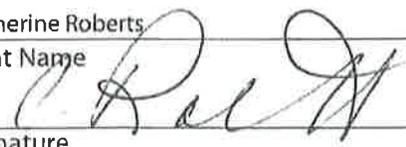
Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-In, no signature is necessary.)

Contact Person:

Catherine Roberts
Print Name

Catherine Roberts
Print Name

Signature



July 5, 2017
Date

512943575
Phone Number

RECEIVED

JUL 26 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

TRANSFER bet ween county departments
 TRADE-IN for new assets of similar type for the county
 DESTRUCTION due to Public Health / Safety
 SALE at the earliest auction *
 DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	MOTOROLA (6) SLOT Charging Bank for Batteries	MODEL #WPLN4121 BLR WPLN 41088R (2)		Working
				Working

Parties involved:

FROM (Transferor Department): WILLIAMSON COUNTY WIRELESS COMMUNICATIONS

Transferor - Elected Official/Department Head/

Authorized Staff:	Contact Person:
CATHERINE ROBERTS	CATHERINE ROBERTS
Print Name	Print Name
July 24, 2017	+1 (512) 943-3575
Signature	Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): WILLIAMSON COUNTY ROAD & BRIDGE

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Authorized Staff OR Donee - Representative:	Contact Person:
TERRON EVERSTON	LYDIA LYNDEN
Print Name	Print Name
July 24, 2017	+1 (512) 943-3330
Signature	Date Phone Number

RECEIVED

JUL 26 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

*-If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

TRANSFER between county departments
 SALE at the earliest auction *
 TRADE-IN for new assets of similar type for the county

DONATION to a non-county entity
 DESTRUCTION due to Public Health / Safety
 SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
19	2012, Dell, Latitude E5530	SEE ATTACHED LIST	N/A	Working

Parties Involved:

FROM (Transferor Department): Office of Emergency Management

Transferor - Elected Official/Department Head/ Authorized Staff:

Gregory Williams
 Print Name
Gregory Williams
 Signature

Contact Person:

Kelly Lundy
 Michael Shoe
 Print Name
 July 20, 2017
 Date
 +1 (512) 864-8264
 Phone Number
 07.27.17

TO (Transferee Department/Auction/Trade-in/Donee): Information Technology Services

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Richard Simple
 Print Name
Richard Simple
 Signature

Contact Person:

Print Name
 Date
 Phone Number

RECEIVED

JUL 27 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Auditor's Office may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County
Asset Status Change Form Attachment

Service Tag
FLTOLX1
591YKX1
3X1YKX1
D31YKX1
JH2YKX1
J12YKX1
5P1YKX1
8V1YKX1
323YKX1
F22YKX1
3W0YKX1
522YKX1
9JYYKX1
HH1YKX1
G02YKX1
1B2YKX1
381YKX1
FW1YKX1
JJYYKX1

RECEIVED

JUL 27 2017

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

Commissioners Court - Regular Session

12.

Meeting Date: 08/08/2017

Donation for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting donation to Williamson County Juvenile Services from Hill County Bible Church in the amount of \$600 for school supplies.

Background

Hill County Bible Church donated \$600.00 to Juvenile Services for the purchase of school supplies for youth.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 08/04/2017

Reviewed By

Wendy Coco

Date

08/04/2017 04:06 PM

Started On: 08/03/2017 10:06 AM

Commissioners Court - Regular Session

13.

Meeting Date: 08/08/2017

PaveTex Geotechnical On Call WA 2

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 for On Call Geotechnical Engineering and Materials Testing under Williamson County contract for Engineering Services between PaveTex Engineering & Testing Inc and Williamson County dated January 10, 2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

PaveTex Geotech On Call WA No 2

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Vicky Edwards
Final Approval Date: 08/04/2017

Reviewed By

Wendy Coco

Date

08/04/2017 04:06 PM
Started On: 06/29/2017 01:29 PM

WORK AUTHORIZATION NO. 2

PROJECT: On Call Geotechnical Engineering and Materials Testing

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2017.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

PaveTex Engineering & Testing, Inc.

By: 

Signature

Sarah Tahmoressi, EIT

Printed Name

Executive Vice President

Title

COUNTY:

Williamson County, Texas

By: _____

Signature

Dan A. Gattis, County Judge

Printed Name

_____ Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

Attachment B - Services to be Provided by Engineer

- Perform Quality Assurance (QA) and Quality Control (QC) construction materials sampling and testing as requested, including both laboratory and field testing of soils, base, concrete and hot mix materials, using ASTM or TxDOT testing methods.
- Perform geotechnical investigations and forensic investigations including borings, pavement cores, non-destructive testing, and other geotechnical testing as directed.
- Collect samples, perform laboratory testing, interpret field data, and prepare Geotechnical Reports.
- Provide recommendations and prepare written reports for pavement design, foundation design, slope stability, and other geotechnical issues.

Attachment C - Work Schedule

PaveTex shall provide a work schedule for the assigned task. Work shall begin immediately upon receipt of agreement between County and PaveTex on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

See Attached

Williamson County 2016 Price List

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	\$58	\$69
1B	hr.	\$58	\$69
Soils	hr.	\$50	\$61
Concrete	hr.	\$50	\$61
Nuclear Gauge Calibration	hr.		\$75
Concrete Plant/ Truck Inspection	hr.		\$75
Asphalt Distributor Calibration	hr.		\$75
Senior Professional Engineer	hr.		\$195
Professional Engineer	hr.		\$145
EIT	hr.		\$85
Project Manager	hr.		\$98
Administrative Assistant	hr.		\$45

Field Testing Equipment (2 Hr Min, Tech Time Not Included)	Unit	Unit Cost
HMAC Coring		
Coring Equipment Mobilization	trip	\$75
0"-6" Depth & 6" ϕ (incl. Patching & Sample Prep)	ea.	\$95
> 6"-10" Depth & 6" ϕ (incl. Patching & Sample Prep)	ea.	\$110
> 10"-14" Depth & 6" ϕ (incl. Patching & Sample Prep)	ea.	\$150
> 14" Depth & 6" ϕ (incl. Patching & Sample Prep)	ea.	\$4/ in. over 14"
Concrete Coring		
Mileage- State Allowable Rate (Portal to Portal)	mile	IRS Rate
Concrete Coring Equipment	hr.	\$55.00
Concrete Core Bit Charges		
3" Diameter Core	in.	\$5
4" Diameter Core	in.	\$6
6" Diameter Core	in.	\$8
Traffic Control		at Cost

Soils & Aggregates (100-E Series)

Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	\$50
Moisture Content	Tex-103-E	ea.	\$25
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	\$75
Linear Bar Shrinkage	Tex-107-E	ea.	\$75
Sieve Analysis	Tex-110-E, Pt. 1	ea.	\$55
Sieve Analysis	Tex-110-E, Pt. 2	ea.	\$85
Moisture- Density Relationship	Tex-113-E	ea.	\$350
Moisture- Density Relationship	Tex-114-E	ea.	\$250
Wet Ball Mill	Tex-116-E	ea.	\$250
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	\$1,100
Full Triaxial Testing *	* See Note	ea.	\$1,700
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	\$1,100
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	\$300
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	\$1,100
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	\$300
Lime-Fly Ash Compression	Tex-127-E	ea.	\$1,100

Williamson County 2016 Price List

Soils & Aggregates (100-E Series)- Cont.

Test For	Test Method	Unit	Unit Cost
Soil pH	Tex-128-E	ea.	\$50
Resistivity	Tex-129-E	ea.	\$300
Tube Suction Test	Tex-144-E	ea.	\$100
Sulfate Content	Tex-145-E	ea.	\$225
Conductivity of Soils	Tex-146-E	ea.	\$25
Hydrometer Analysis	AASHTO T 88	ea.	\$450
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	\$300

** Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial*

Bituminous (200-F Series)

Test For	Test Method	Unit	Unit Cost
Dry Sieve Analysis	Tex-200-F, Part I	ea.	\$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	\$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	\$85
Apparent Specific Gravity	Tex-202-F	ea.	\$85
Sand Equivalent	Tex-203-F	ea.	\$85
Mix Design	Tex-204-F	ea.	\$2,500
Mixing	Tex-205-F	set of 3	\$75
Molding (TGC)	Tex-206-F	set of 3	\$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	\$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	\$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	\$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	\$75
Hveem Stability	Tex-208-F	set of 3	\$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	\$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	\$250
Moisture Content	Tex-212-F	ea.	\$25
Hydrocarbon Volatile Content	Tex-213-F	ea.	\$100
Deleterious Material	Tex-217-F	ea.	\$50
Decantation	Tex-217-F, Part II	ea.	\$100
Flakiness Index	Tex-224-F	ea.	\$100
Indirect Tensile Strength	Tex-226-F	ea.	\$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	\$60
Drain-down Test	Tex-235-F	ea.	\$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	\$175
Ignition Oven Correction Factors	Tex-236-F	ea.	\$500
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	\$500
Cantabro Loss	Tex-245-F	ea.	\$200
Overlay Test	Tex-248-F	ea.	\$750
Flat and Elongated Particles	Tex-280-F	ea.	\$100

Williamson County 2016 Price List

Concrete (400-A Series)			
Test For	Test Method	Unit	Unit Cost
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	\$85
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	\$85
Unit Weight	Tex-404-A	ea.	\$85
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A	ea.	\$100
Acid Insoluble Residue for Concrete Aggregate	Tex-406-A, Part III	ea.	\$350
Organic Matter Content	ASTM D 5268	ea.	\$100
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	\$100
Los Angeles Abrasion	Tex-410-A	ea.	\$300
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	\$300
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	\$22
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	\$22
Pressure Slake	Tex-431-A	ea.	\$250
Freezer Thaw	Tex-432-A	ea.	\$250
24 Hr Water Absorption	Tex-433-A	ea.	\$85
Polish Test for Coarse Aggregate	AASHTO T 278 & 279/ Tex-438-A	ea.	\$1,200
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	\$30
Micro-Deval Abrasion	Tex-461-A	ea.	\$300
Moisture Susceptibility	Tex-530-C	ea.	\$50
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260)	ea.	\$1,200
	ASTM C1567		

Asphalt (500-C Series)			
Test For	Test Method	Unit	Unit Cost
Boil Test	Tex-530-C	ea.	\$50
Penetration	AASHTO T 49	ea.	\$50
Ductility	AASHTO T 51	ea.	\$200
Softening Point	AASHTO T 53	ea.	\$150
Distillation of Cutback Asphalt Products	AASHTO T 78	ea.	\$150
Rolling Thin-Film Oven (RTFO)	AASHTO T 240	ea.	\$250
Elastic Recovery	AASHTO T 301	ea.	\$250
Dynamic Shear Rheometer (DSR)		ea.	\$100
-Additional DSR Readings	AASHTO T 315	ea.	\$50
Rotational Viscosity	AASHTO T 316	ea.	\$50
Rubber Property—Resilience by Vertical Rebound	ASTM D 2632	ea.	\$50
Float Test	AASHTO T 50 (ASTM D 139)	ea.	\$100
Flash Point by Cleveland Open Cup	AASHTO T 48 & T 72 (ASTM D 92)	ea.	\$55
Settlement and Storage Stability of Emulsified Asphalts	AASHTO T 59 (ASTM D 6930)	ea.	\$75
Oversized Particles in Emulsified Asphalt	AASHTO T 59 (ASTM 6933)	ea.	\$85
Residue by Evaporation of Emulsified Asphalt	AASHTO T 59 (ASTM D6934)	ea.	\$55
Demulsibility of Emulsified Asphalt	AASHTO T 59 (ASTM D6936)	ea.	\$55
Distillation of Emulsified Asphalt	AASHTO T 59 (ASTM D 86)	ea.	\$150
Saybolt Viscosity	AASHTO T 72 (ASTM D 88)	ea.	\$100
Spot Test	AASHTO T 102	ea.	\$200
Specific Gravity of Emulsified Asphalt	ASTM D 244	ea.	\$55

Commissioners Court - Regular Session

14.

Meeting Date: 08/08/2017

Discuss consider and take appropriate action on approval of the final plat for the Siena C Store subdivision - Pct 4

Submitted For: Terron Evertson

Submitted By: Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Siena C Store subdivision - Pct 4.

Background

This subdivision is a two-acre commercial lot with no new roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Siena C Store](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 08/03/2017

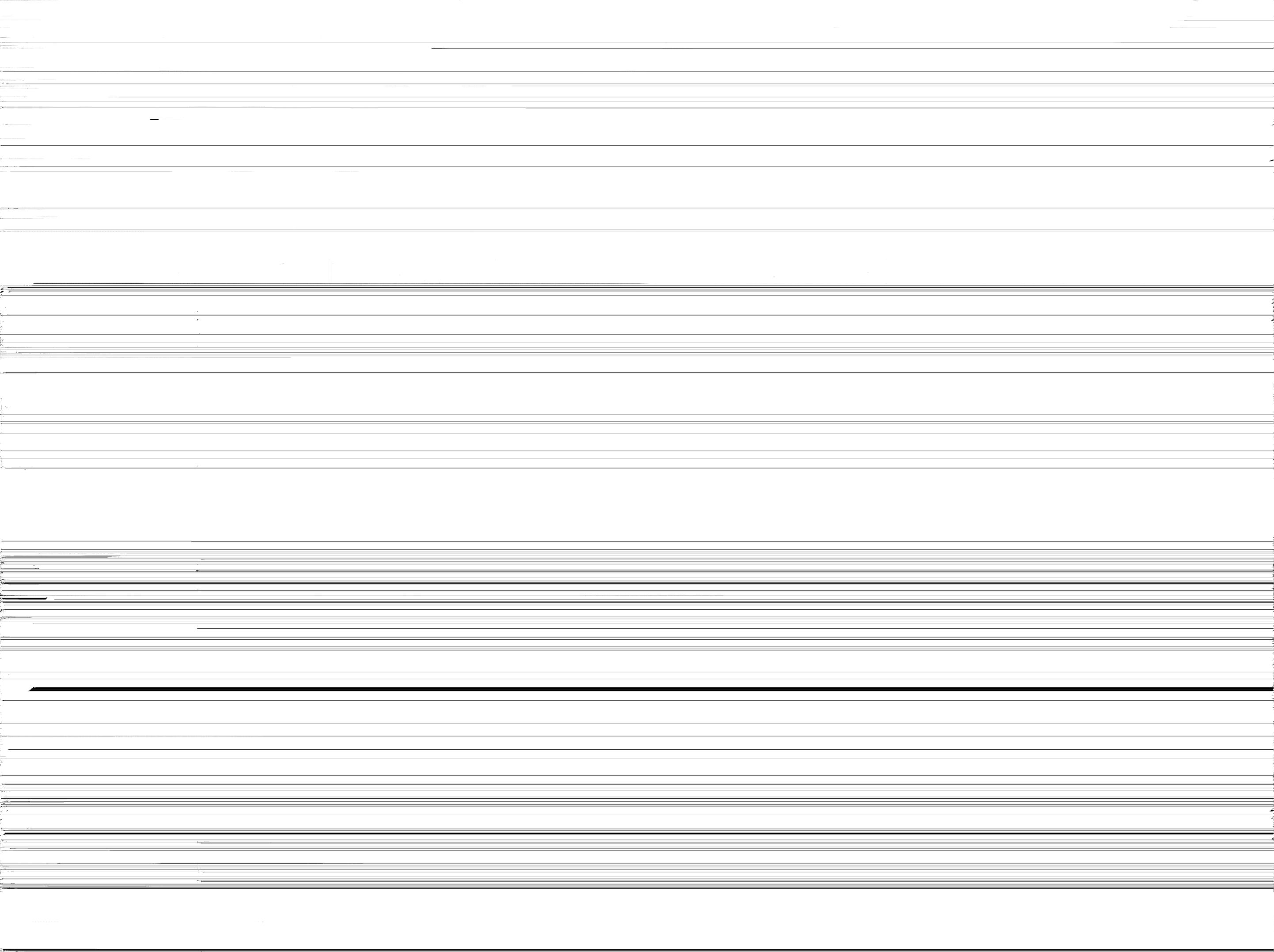
Reviewed By

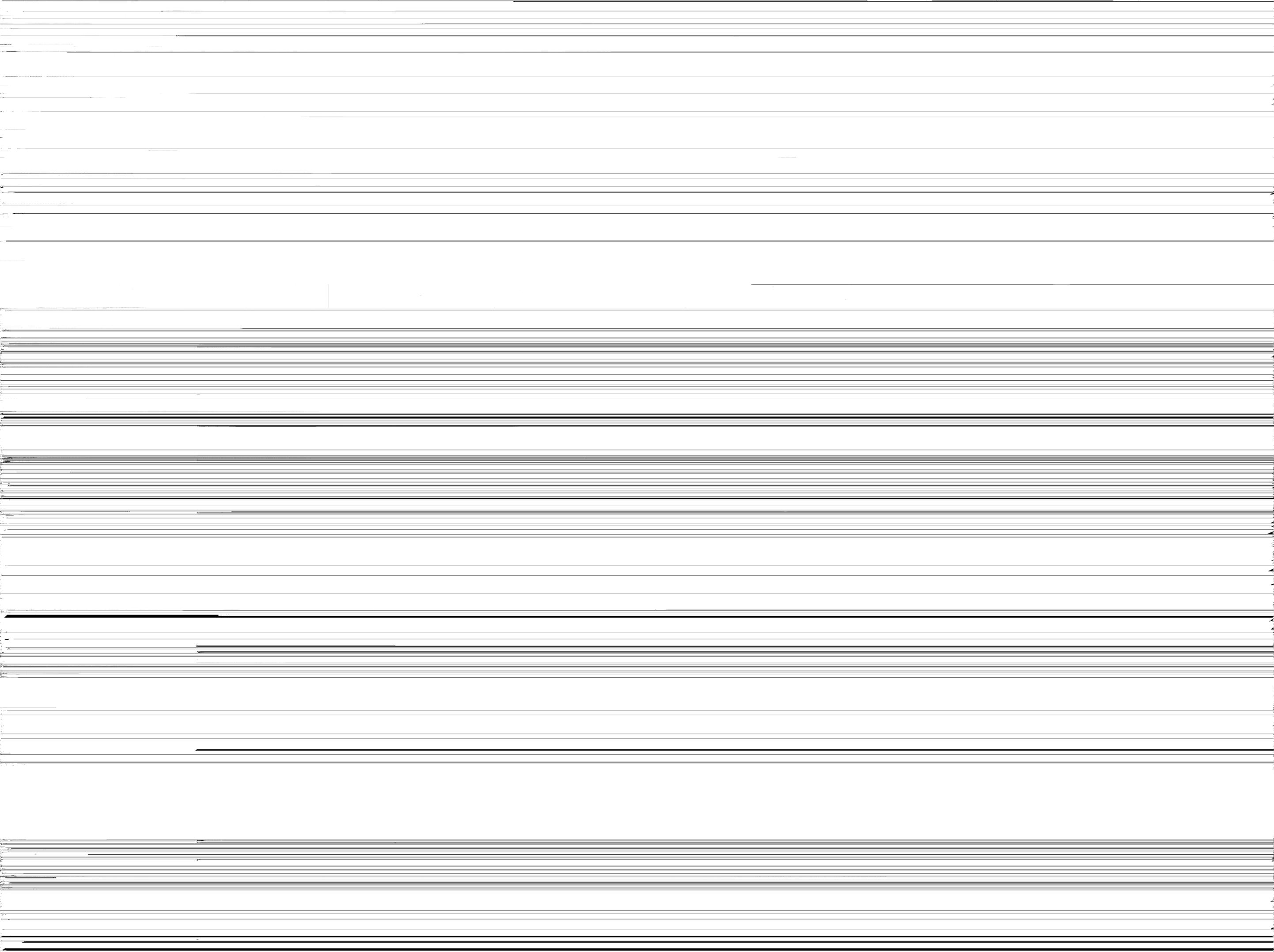
Rebecca Clemons

Date

08/03/2017 01:50 PM

Started On: 08/03/2017 09:42 AM





Commissioners Court - Regular Session

15.

Meeting Date: 08/08/2017

2017-2018 Budget Recommendation Presentation

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation on 2017-2018 Budget Recommendations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/27/2017

Reviewed By

Wendy Coco

Date

07/27/2017 09:48 AM

Started On: 07/26/2017 05:23 PM

Commissioners Court - Regular Session

16.

Meeting Date: 08/08/2017

FY 18 Budget Discussion

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss 2017-2018 Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/27/2017

Reviewed By

Rebecca Clemons

Date

07/27/2017 08:39 AM

Started On: 07/26/2017 05:13 PM

Commissioners Court - Regular Session

17.

Meeting Date: 08/08/2017

GF.budget

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of the 2017-2018 recommended budget for the General Fund (0100) as presented by the Budget Office in the amount of \$172,183,228.00

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Form Started By: Rebecca Clemons

Started On: 08/03/2017 04:28 PM

Final Approval Date: 08/03/2017

Commissioners Court - Regular Session

18.

Meeting Date: 08/08/2017

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of the 2017-2018 recommended budget for the Road and Bridge Fund (0200) as presented by the Budget Office in the amount of \$31,607,341.00

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Form Started By: Rebecca Clemons

Started On: 08/03/2017 04:31 PM

Final Approval Date: 08/03/2017

Commissioners Court - Regular Session

19.

Meeting Date: 08/08/2017

ds.budget

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of the 2017-2018 recommended budget for the Debt Service Fund (0600) as presented by the Budget Office in the amount of \$

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Form Started By: Rebecca Clemons

Started On: 08/03/2017 04:30 PM

Final Approval Date: 08/03/2017

Commissioners Court - Regular Session

20.

Meeting Date: 08/08/2017

FY18 Compensation

Submitted For: Tara Raymore

Submitted By: Kristy Sutton, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving FY18 Compensation Increases.

Background

FY18 Recommendations:

Elected official's salaries increase of 2% with exception of County Attorney no increase, 3% merit funding for eligible positions, step increase for all eligible positions on C & L pay chart.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 08/03/2017

Reviewed By

Rebecca Clemons

Date

08/03/2017 01:53 PM

Started On: 08/03/2017 10:23 AM

Commissioners Court - Regular Session

21.

Meeting Date: 08/08/2017

proposedbudgetorder

Submitted For: Dan Gattis

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the proposed Budget Order for FY17/18.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[B.O.draft1](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 08/02/2017

Reviewed By

Rebecca Clemons

Date

08/02/2017 11:01 AM

Started On: 08/02/2017 11:00 AM

**STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2017/2018 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2017/6/20187;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County ~~Budget Officer~~Judge and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	117,794.82 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	119,002.78 per year
h)	County Clerk	97,574.36 per year
i)	County Tax Assessor/Collector	101,466.82 per year
j)	District Clerk	97,574.36 per year
k)	County Treasurer	93,879.76 per year
l)	Each County Commissioner	95,918.16 per year
m)	Each Justice of the Peace	85,388.69 per year
n)	Each Constable	80,771.60 per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2017/2018 budget year is as follows:

Veterans Day	Friday	November 10, 2017
Thanksgiving Holiday	Thursday Friday	November 23, 2017 November 24, 2017
Christmas Holiday	Monday Tuesday	December 25, 2017 December 26, 2017
New Year's Holiday	Monday	January 1, 2018
Martin Luther King Day	Monday	January 15, 2018
President's Day	Monday	February 19, 2018
Good Friday	Friday	March 30, 2018
Memorial Day	Monday	May 28, 2018
Independence Holiday	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY^[RC1]

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid \$150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions

Corrections – Maximum of 12 positions

Emergency Medical Services – Maximum of 20 positions

Mobile Outreach Team – Maximum of 4 positions

A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified

~~as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.~~

~~2. A maximum of 12 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures[RC2].~~

23. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid \$250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 11 positions

~~A maximum of 11 approved law enforcement tenure positions within the Williamson County Sheriff's Office are eligible for Crisis Intervention Team Supplemental pay in the amount of \$250 per month. In order to receive the CIT supplemental pay a law enforcement tenured deputy must hold the appropriate certifications and follow established policies and procedures.~~

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training specialist will be paid \$100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of position listed:

Emergency Communications – Maximum of 4 positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to on -call pay for the maximum number of positions and amounts listed.

District Attorney's Office – Maximum of 1 Assistant District Attorney, \$200 per week to be paid by the District Attorney's Asset Forfeiture Fund

Facilities Maintenance – Maximum of 2 non – exempt positions, \$75 per week

Technology Services – Maximum of 1 position, \$200 per week[RC3]

~~A maximum of 4 positions in Emergency Communications may receive \$100.00 per pay period incentive pay as a designated Training Specialist. To receive the Training Specialist pay, the employee, at a minimum, must be trained as a Certified Training Officer by the Association of Public Safety Communications Officials, meet all TCOLE training standards requirements, and be credentialed through the Emergency Communications education process. The Training Specialist may receive incentive for providing training on call taking, law enforcement radio dispatching, or fire/EMS radio dispatching. The Training Specialist, while receiving the incentive pay, will also be responsible for conducting regular continuing education training, new employee academy support, and other education related duties as assigned consistent with the ongoing education of the frontline employees. The Training Specialist will be selected based on the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.~~

5. ~~A maximum of 20 positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of \$150.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Driver License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks~~[RC4].

6. ~~A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of \$150.00 per month may be paid as FTO incentive pay per position~~[RC5].

7. ~~An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be \$200.00 per week per employee. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund~~[RC6].

8. ~~An employee in the Facilities Maintenance department may receive up to \$75.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay~~[RC7].

9. ~~"An employee in the Technology Services department may receive a supplement of up to \$100 per week for On Call duty work. The employee must be able to respond to an event within 30 minutes of being notified while on call. The duties require the employee to carry a cell phone while on call. The assigned on call employee will receive calls from public safety personnel (i.e. Sheriff's Office, 911 Communications, EMS, city police, etc.) when they have critical technology issues that cannot wait until the next business day. The week for on call duty will be from 5:00 pm Thursday to 5:00 pm Thursday. The on call employee must follow the departmental procedures for On Call duty in order to receive the supplemental pay~~[RC8]."

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The

county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned \$1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will

be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community. The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Fee stabilization.
- Only one-time, non-recurring expenditures, such as tower improvements.

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

64. **Child Safety Fund:** Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.

75. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within

the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

86. Employee Fund: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of ~~the County Christmas party~~ County employee events
- b) Flowers for the death of an employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
(Purchasing guidelines must be adhered to)
 - i. The employee must be vested
 - ii. \$40.00 allowed for employees with up to 15 years of service
 - iii. \$80.00 allowed for employees with over 15 years of service
- d) Employee ~~of the Year Awards~~ recognition events and programs

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

Purchases from this fund are approved by the County Judge.

~~7. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.~~

~~The Self Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of projected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.~~

~~If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.~~

~~If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of projected claims.~~

98. WM-City of Hutto and Hutto ISD Fund: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

109. Williamson County Community Facility Fund: This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. Use of Flex Funding Account for Mental Health Mobile Outreach Team: In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for public health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the “interest of the tax payers” in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to “enforce any law that is reasonably necessary to protect the public health.”), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor’s Office.

V. PURCHASING – GENERAL PROCEDURES

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor or department head who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.
2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: <https://wilco365.sharepoint.com/purchasingportal>.
 - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
 - All purchases for materials, supplies and services require a Purchase Order prior to placing the order.

- *Purchases \$2,000 or greater require approval of the County Judge.*
 - Requests for a Purchase Order after the order is placed will not be processed except for the following items:
 - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
 - Goods and Services purchased during an emergency (i.e. public calamity). Purchase Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting
 - Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor’s Portal for these purchases.
 - Procurement Cards (P-cards) may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at <https://wilco365.sharepoint.com/purchasingportal>.
 - Cardholder is responsible to verify budget funds are available before the purchase is made.
 - *Purchases \$2,000 or greater require approval of the County Judge.*
 - The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 [business](#) days of [the statement close date. receipt of statement](#).
 - Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.
3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: <https://wilco365.sharepoint.com/purchasingportal>. This site provides county departments access to:
- a. Policies, Procedures and Manuals
 - b. Training Materials
 - c. Forms
 - d. Guides and other tools to assist in the purchasing process
4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

~~1. The following definitions apply to the Accounts Payable section of this order.~~

- ~~a) Authorized travel any travel by a county official or employee for the purpose of official county business.~~
- ~~b) Day travel travel outside the county that does not include an overnight stay.~~
- ~~c) Overnight travel travel outside the county that exceeds a 50-mile radius and does include an overnight stay.~~
- ~~d) Emergency the occurrence of an unforeseen circumstance, which may result in harm to the public good.~~
- ~~e) Official county business business that relates directly to a person's work function and directly benefits the county.~~
- ~~f) Training reimbursement shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)~~
- ~~g) Travel reimbursement shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)~~

12. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.

- a) Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receipt by the Department. All expense reimbursements must be received submitted into the County Auditor's office for payment within sixty (60) days of the expenditure.
- b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
- c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday. either the first working day before or after the holiday.
- d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.
- e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
- f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.
- g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.

- h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual
- i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
- j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.
- k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.
- l) All authorizations and account coding should be made on the invoice.
- m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.
- n) If a PO is not required ~~,-~~(Consult Purchasing Guide), and there is no invoice, please submit a check request form ~~requisition request~~ with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.
- o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.
- p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense. ~~It should be attached to your expense report.~~
- pq) Cell phone use will be reimbursed/paid according to the county cell phone policy.
- r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.
- t) Transfer of funds out of the following line items will not be allowed:
 - i) Training
 - ii) Gasoline
 - iii) Cell Phones
- u) Transfer of funds into any of the above line items may be allowed.
- v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:
 - i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, ~~1102~~, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible

and will be placed on the agenda for Commissioners Court approval/review.

ii. Fringe Benefits

wv) All recruitment items purchased must comply with [Article III, section 52 of the Texas Constitution](#). Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a “direct” public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

- i. Funds for recruitment items must be approved during the annual budget process.
- ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.
- iii. “Give Away” items such as pens, pencils, etc. should not exceed \$2.00 per item.
- iv. All purchases must follow procurement guidelines.

VII. COUNTY VEHICLES

~~1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are required to take a county vehicle to their home at night within Williamson County, even though this involves the use of a county vehicle for travel to and from their residence each day:~~

(Background note: Clarification was requested regarding County staff who leave vehicles parked near the County line, due to their residence being outside of Williamson County. Three options are listed below for your review. Option 1 and 3 would change current policy, option 2 would allow policy to remain the same and clarify the locations vehicles may be left at.)

Option 1: (leave vehicle at work location if living outside the county, no parking at County line)

It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift.

However, the following is an all-inclusive list of individuals that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

Option 2: (Current -leave at county line if living outside the county)

It is prohibited by law to utilize county owned vehicles for personal use. The following is an all-inclusive list of individuals that may be required to respond to emergencies outside of their normal work assignment. With the concurrence of their department head or elected official, these individuals may drive and leave the county owned vehicle in a secured location, within Williamson County, following their assigned work shift. County owned vehicles may not be taken outside the county for the expressed purpose of driving the vehicle to and from a county employee's place of residence.

Non-emergency vehicles must be returned to the primary work location after work assignments/shifts have been completed. (For this option the assumption is that non – emergency vehicles would include any not listed below.)

Option 3: (left up to the DH/EO to take home in County for emergencies only, not regularly to drive to and from work)

It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that is assigned a county owned vehicle to complete work assignments will be required to obtain approval from their department head or elected official prior to taking the vehicle to their residence or leaving the vehicle at any secured location, within Williamson County, after their assigned shift is completed. County owned vehicles may not be taken outside the county for the expressed purpose of driving the vehicle to and from a county employee's place of residence.

List would consist of individuals who were authorized to potentially utilize vehicles for emergencies only

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, ~~Commanders~~captains and Chiefs
- b) One Chief and three ~~Commanders~~captains in the Corrections Division of the Sheriff's Office
- c) Each Constable and Deputy Constables
- d) Investigators in the District Attorney and County Attorneys offices
- e) Two on call maintenance employees designated by the Maintenance Director and approved by the Commissioners Court
- f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
- g) The Hazardous Materials Chief and Assistant Haz-Mat Chief
- h) The Director of Road and Bridge, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
- i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
- j) The MOT Director and all on call MOT counselors
- k) The ~~Director~~Manager of Emergency Management and the ~~Deputy Assistant Director~~Manager of Emergency Management
- l) The Wireless Communications Director and the Wireless Communications Tower Technician

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
~~S. Shanks~~
D. Garrett
~~J. Hicks~~

Constable Office Pct. 2

S. Holt

County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.

It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioners Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and a representative from the Budget Office.~~the Budget Officer.~~ The Purchasing Agent is a non-voting member.

3. ~~All accidents involving County vehicles and equipment will be reported to the Director of Analytics and Administration in the Human Resources Department on a timely basis, but never more than three days after an accident. The Director of Analytics and Administration will provide a report to Commissioners Court on a quarterly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.~~

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

VIII. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2016/2017 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of for, and 0 against on the day of September , 2017.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Cell Phone Policy

Williamson County Cell Phone Policy

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

\$20.00 Per Month – (\$10.00 per pmt)

\$30.00 Per Month - (\$15.00 per pmt)

\$40.00 Per Month – (\$20.00 per pmt)

\$50.00 Per Month – (\$25.00 per pmt)

\$60.00 Per Month – (\$30.00 per pmt)

\$70.00 Per Month – (\$35.00 per pmt)

\$80.00 Per Month – (\$40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Non – Reimbursable Expenses

Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

- I. Personal Purchases** – Personal purchases are NOT allowed. Below are a list of examples:
- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
 - Personal phone calls
 - Laundry services or personal clothing,

- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

III. Travel:

- Airport parking above the most affordable rate available (currently \$7 at ABIA) Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed \$15 per day.
- Valet service (if self parking is an option) or For Non-Airport Parking – Valet service is not an option unless safety is a concern.
- Sales tax on hotel parking
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding \$2 per item

Commissioners Court - Regular Session

22.

Meeting Date: 08/08/2017

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

Submitted For: Robert Daigh

Submitted By: Lydia Linden, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 07/17/2017

Reviewed By

Wendy Coco

Date

07/17/2017 08:46 AM

Started On: 07/17/2017 08:45 AM

Commissioners Court - Regular Session

23.

Meeting Date: 08/08/2017

Cedar Park Tax Office - Change Order #1

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to the Agreement between Williamson County and Falkenberg Construction Co., Inc., in the amount of \$2,385.00 for temporary work counter for the Tax Office to operate during the Williamson County Cedar Park Tax Office Remodel Project.

Background

Background info: Provide temporary work counter for Cedar Park Tax Office to operate during the remodeling of their existing space.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CPTO - CO#1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 08/02/2017

Reviewed By

Rebecca Clemons

Date

08/02/2017 11:01 AM

Started On: 07/28/2017 12:58 PM



Change Order Request

Job Name: Williamson Co. CP Tax Office Estimate No.:
Address: 350 Discovery Dr. Ste. 101 Estimator:
Cedar Park, TX Checked By:

COR1R1

jc
jc

Date:
7/27/2017

Discription: **Temp Room Improvements**

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor		Material		Equipment		Subcontract		Total Cost
					MH \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	
1	GENERAL CONDITIONS					\$ 256.00		\$ -		\$ -		\$ -	\$ 256.00
	Payroll												\$ -
	Project Manager		4	HR	\$ 64.00	\$ 256.00		\$ -		\$ -		\$ -	\$ 256.00
	Superintendent			HR	\$ 67.20	\$ -		\$ -		\$ -		\$ -	\$ -
						\$ -		\$ -		\$ -		\$ -	\$ -
2	SITWORK					\$ -		\$ -		\$ -		\$ -	\$ -
3	CONCRETE					\$ -		\$ -		\$ -		\$ -	\$ -
4	MANSONRY					\$ -		\$ -		\$ -		\$ -	\$ -
5	STEEL					\$ -		\$ -		\$ -		\$ -	\$ -
6	WOODS & PLASTICS					\$ -		\$ 50.00		\$ -		\$ 1,229.00	\$ 1,279.00
	Demo Casework	Weekend	1	LS	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
	Install & Modify Casework		1	LS	\$ -	\$ -	\$ 50.00	\$ 50.00		\$ -	\$ 865.00	\$ 865.00	\$ 865.00
						\$ -	\$ -	\$ -		\$ -	\$ 364.00	\$ 364.00	\$ 414.00
7	THERMAL & MOISTURE PROTECTION					\$ -		\$ -		\$ -		\$ -	\$ -
8	DOORS & WINDOWS					\$ -		\$ -		\$ -		\$ -	\$ -
9	FINISHES					\$ -		\$ -		\$ -		\$ -	\$ -
10	SPECIALTIES					\$ -		\$ -		\$ -		\$ -	\$ -
11	EQUIPMENT					\$ -		\$ -		\$ -		\$ -	\$ -
12	FURNISHINGS					\$ -		\$ -		\$ -		\$ -	\$ -
13	SPECIAL CONSTRUCTION					\$ -		\$ -		\$ -		\$ -	\$ -
14	CONVEYING SYSTEMS					\$ -		\$ -		\$ -		\$ -	\$ -
15	MECHANICAL					\$ -		\$ -		\$ -		\$ -	\$ -
16	ELECTRICAL					\$ -		\$ -		\$ -		\$ 600.00	\$ 600.00
			1	ls	\$ -	\$ -		\$ -		\$ -	\$ 600.00	\$ 600.00	\$ 600.00
						\$ -		\$ -		\$ -		\$ -	\$ -
Subtotal						\$ 256.00		\$ 50.00		\$ -		\$ 1,829.00	

Comments: Per owner's request Mobilize on a Saturday to demo millwork. Rework existing millwork to make countertop w/ (3) Quadplex outlets NOTE: Does not include removal of work once project is complete.	Subtotal	\$ 2,135.00
	With O&P	\$ 2,327.15
	Bond	\$ 58.18
	Other	\$ -
	Grand Total	\$ 2,385.33
Change Order Amt:		\$ 2,385.00
Two Thousand Three Hundred Eighty Five and 00/100Dollars		

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement above, as fully as if the same were repeated in this acceptance.

FALKENBERG CONSTRUCTION COMPANY, INC.	Change Order:	ACCEPTED	DENIED
By: John Castro Project Manager 	By:	Date:	

Commissioners Court - Regular Session

24.

Meeting Date: 08/08/2017

DSRIP discussion

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on DSRIP projects, which may also include, but not be limited to budgeting and funding matters relating to Williamson County EMS, Williamson County MOT and Williamson County Cities Health District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 08/03/2017

Reviewed By

Rebecca Clemons

Date

08/03/2017 01:49 PM

Started On: 08/02/2017 12:31 PM

Commissioners Court - Regular Session

25.

Meeting Date: 08/08/2017

Amendment 2 to Local Initiative Project contract 582-14-40118

Submitted For: Gary Boyd

Submitted By: Gary Boyd, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding extension of the Local Initiative Program contract with Texas Commission on Environmental Quality for the biennium ending August 31, 2019.

Background

This is an associated action to that taken by the Court on 8/1/17 to extend the contract on the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP). The Local Initiative Program (LIP) utilizes a portion of funds collected as part of the same inspection and maintenance (I/M) fee assessed. Funds under this program may be spent on air quality related projects or enforcement as a grant match. The Court took action on 8/1 to withdraw from that program while extending the LIRAP contract to 8/31/19 to allow Williamson County to expend LIRAP obligated funds to the greatest extent possible. This associated action will allow Williamson County to expend funds that were allocated to the LIP during the same biennium period. The effective amount of those funds will be \$120,484.

Staff recommendation: Authorize County Judge (or designee) to execute Amendment Number 2 to Contract 582-14-40118.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment 2 to LIP Contract

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gary Boyd
Final Approval Date: 08/03/2017

Reviewed By

Rebecca Clemons

Date

08/03/2017 01:49 PM
Started On: 08/03/2017 08:15 AM

**CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE
REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY (TCEQ) AND WILLIAMSON COUNTY**

AMENDMENT NUMBER 2

Pursuant to Section 1.2 (Amendments) of the General Terms and Conditions of the Agreement, TCEQ and Williamson County (Grantee) agree to amend Contract Number 582-14-40118 to extend the Expiration Date of the Agreement from August 31, 2017 to June 28, 2019.

1. The Maximum TCEQ Obligation is amended as follows:

Amendment History	Fiscal Year	Contract Amount
Original Amount	FY14	\$7,758.00
Original Amount	FY15	\$7,758.00
Original Amount	FY16	\$7,758.00
Original Amount	FY17	\$7,758.00
Amendment 1 (Adding \$52,484.00 in additional funding for FY16)	FY16	\$60,242.00
Amendment 1 (Adding \$52,484.00 in additional funding for FY17)	FY17	\$60,242.00
Amendment 2 (Time Extension)	N/A	N/A
Total Maximum TCEQ Obligation:		\$136,000.00

2. In accordance with the Agreement, FY15 funds must be expended by August 31, 2017. FY16 funds must be expended by August 31, 2018 and FY17 funds must be expended by June 28, 2019, provided that the Agreement has not been terminated or otherwise expired prior to these dates.

All other conditions and requirements of Contract Number 582-14-40118 remain unchanged and shall apply to all provisions specified herein.

TCEQ:

Texas Commission on Environmental Quality

(Signature)

Donna F. Huff
(Printed Name)

Section Manager, Air Quality Planning
(Title)

Date: _____

Grantee:

Williamson County

(Signature)

The Honorable Dan A. Gattis
(Printed Name)

County Judge
(Title)

Date: _____

Commissioners Court - Regular Session

26.

Meeting Date: 08/08/2017

REQUEST FOR RENEWAL TWC

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action in regards to Texas Workforce Commission Contract - Request for Renewal - for Precinct 3 Constable Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TWC RENEWAL REQUEST

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 08/04/2017

Reviewed By

Wendy Coco

Date

08/04/2017 04:06 PM

Started On: 07/31/2017 03:15 PM

TWC Data Exchange Request and Safeguard Plan

CONTRACT BASICS		Please fill in the information regarding the request. Check all that apply.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Williamson County Constable, Pct. 3
2.	Entity Tax ID#	74-6000978-4
3.	Street Address – Line 1	301 S.E. Inner Loop #102
4.	Street Address – Line 2	
5.	City, State, Zip	Georgetown, Texas 78626
6.	Is this a new request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Renewal of existing agreement <input type="checkbox"/> There are other contracts with the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Purpose for requesting information	<i>Check all that apply:</i> <input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input checked="" type="checkbox"/> other: please specify: Locating Assets involved in civil court matters. (language will be inserted into contract)
DATA REQUEST DETAILS		
9.	Information requested	<i>Check all that apply:</i> <input checked="" type="checkbox"/> wages reported by employers as earned per SSN per quarter (wage records) [proof of income] <input checked="" type="checkbox"/> addresses of employers who reported wages by SSN <input type="checkbox"/> addresses of recipients of unemployment insurance benefits by SSN <input type="checkbox"/> unemployment insurance benefits paid by SSN [proof of income] <input checked="" type="checkbox"/> employer reports of wages paid per quarter (list of workers by employer) by employer Tax account [co-worker list]
10.	Method of receiving data	<input checked="" type="checkbox"/> Online access: Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts: <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.)* <input type="checkbox"/> Specify other quantity

		<p>Volume/quantity of ONLINE users of Personal Identifiable Information (PII) information per year. Estimated number of individual records requested?</p> <p><input type="checkbox"/> under 10,000 annually <input type="checkbox"/> 10,000-500,000 annually <input type="checkbox"/> over 500,000 annually</p> <p>* <u>Please send separate detailed justification on organizational letterhead if more than 25 accounts are requested.</u></p> <hr/> <p>Offline records: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests:</p> <p><input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Other – specify: Not Used</p> <p><input type="checkbox"/> Ad hoc request for non-scheduled requests. Attach specifications including data field names.</p> <p><input type="checkbox"/> One-time request for large quantity of records. Attach specifications including data field names.</p> <p><input type="checkbox"/> One-time request for one or few quantity of records. Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990.</p> <p>Volume/quantity of OFFLINE records requested</p> <p>Per submission: Estimated number of individual's in which sensitive personally identifiable information requested at any one time:</p> <p><input type="checkbox"/> 1- 1,499 in any one file transfer. <input type="checkbox"/> 1500 to 9,999 in any one file transfer. <input type="checkbox"/> 10,000-or more in any one file transfer. If over 10,000 file additional tracking information will be required. <input type="checkbox"/> 10,001 – 499,999 in any one file transfer. <input type="checkbox"/> 500,000 or more in any one file transfer.</p> <p>De-identification: If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.</p>
11.	Volume/quantity of OFFLINE records requested	Match of SSNS to wage records – work Volume Per submission: <input type="checkbox"/> under 150 SSNs/Tax IDs <input type="checkbox"/> 151 to 1500 SSNs/Tax IDs <input type="checkbox"/> Over 1500 SSNs/Tax IDs per submission
12.	Requested length of contract	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years
13.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
SAFEGUARD REQUIREMENTS		
14.	Please complete this safeguard section, items 15 through 21.	<input checked="" type="checkbox"/> We will only view screen information <input type="checkbox"/> We will use paper copies of screen prints <input type="checkbox"/> We will transfer information into paper records format

		<input type="checkbox"/> We will use electronic copies of screen prints (PDF) <input type="checkbox"/> We will transfer data into an electronic record
15.	Express written permission and contract language is required for non-employees to access. Will non-employees be provided access to the data?	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	<input type="checkbox"/> Texas State Requirements under TAC 202 comparable standards <input checked="" type="checkbox"/> National Institute of Secure Technology (NIST) comparable standards <input type="checkbox"/> IRS Publication 1075 comparable standards
17.	How will you protect data at rest? (Both FIPS 140-2 and 256-BIT AES encryption are minimum requirements.	<input checked="" type="checkbox"/> Encrypt with FIPS 140-2 or higher and <input type="checkbox"/> Encrypt at 256-BIT AES encryption or higher <input checked="" type="checkbox"/> Other: Please specify: Information not Shared
18.	When will data destruction occur?	<input type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws) <input checked="" type="checkbox"/> Consistent with other standards: Please specify: If printed, destroyed upon completion of case file.
19.	Will the data you are requesting be disclosed to any other entity?	Specify: No
20.	Describe how your organization assesses your security posture.	<input checked="" type="checkbox"/> Vulnerability testing <input checked="" type="checkbox"/> Penetration testing <input checked="" type="checkbox"/> Audits; specify frequency Annually <input type="checkbox"/> Other, If Other specify:
21.	Are background checks performed on employees who will access information?	<input type="checkbox"/> No, background checks are not performed <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment
22.	How will you have an auditable trail?	<input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input type="checkbox"/> Other, If Other specify:
CONTACTS		
23.	Point of Contact Name (for daily matters)	Nancy Moneyhon
24.	Point of Contact Title	Office Specialist Sr.
25.	Point of Contact Phone	512-943-1434
26.	Point of Contact E-mail	nmoneyhon@wilco.org
27.	Point of Contact Address	301 S.E. Inner Loop #102, Georgetown, Texas 78626
28.	Alternate Point of Contact Name and Title	Theresa Lock
29.	Alternate Point of Contact Phone	512-943-1436
30.	Alternate Point of Contact E-mail	tlock@wilco.org

31.	Alternate Point of Contact Address	If different from Point of Contact
32.	Signatory Name	Dan Gattis
33.	Signatory Title	County Judge
34.	Signatory Phone Number	512-943-1550
35.	Signatory E-mail	rclemons@wilco.org
36.	Signatory Address	If different from Point of Contact 710 S. Main St. #101 Georgetown, Texas 78626
37.	Data Technology Contact Name	Richard Semple
38.	Data Technology Contact Phone	512-943-1489
39.	Data Technology Contact E-mail	rsemple@wilco.org
40.	Invoice Recipient Name	Theresa Lock
41.	Invoice Recipient Phone Number	512-943-1436
42.	Invoice Recipient Title	Chief Deputy
43.	Invoice Recipient E-mail	tlock@wilco.org
44.	Invoice Recipient Address	If different from Point of Contact

All statements and information on this form are true and correct to the best of my knowledge.

Contract Signatory _____ Date _____

The person listed is authorized to legally bind their organization to the terms of the contract.

For questions on how to complete this request form, contact RSMContracts@twc.state.tx.us , fax to [512-936-0219](tel:512-936-0219) or call [512-463-2422](tel:512-463-2422).

STOP HERE if you are only seeking online access.

If Sending Batch Files or Computer Matching – Below are the Offline Charge Details:

OFFLINE INFORMATION REQUEST SPECIFICATIONS

(Describe in detail and be as specific as possible.)

Provide a reason for the request (e.g., statutory citation or rule number):

Is this a one-time or an ongoing request?

One-time Ongoing

If ongoing, specify time duration and frequency of data exchange (e.g., Annual for the next three calendar years, Quarterly, Monthly):

If other specific data elements are requested, provide a data format.

Description of the request (If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.):

Costs for Offline Information:

Rate Schedule for Quarterly Wage Information Only Matched to Submitted SSNs. Rates for TWC quarterly wage record information matched to submitted SSNs are calculated on a per-request basis. Recipient agrees to pay Agency for current wage record matches at the following rates:

Number of SSNs submitted	Rate
150 or less	\$10 for the first SSN; \$2 for each additional SSN; maximum charge \$34

151-599	\$35 per 150 SSNs
600-1,499	\$85
1,500 or greater	\$110 per 1,500 SSNs

Rate Schedule for Technology Services and Other Resources. Rates for technology services and other resources are set out in as follows and may be assessed for data matches or disclosures that require staff or resources to complete.

Type of Units	Description of Unit	Rates ¹
CPU TIME	Number of seconds of computer processing time.	0.27584
JOBS RUN	Number of jobs, TSO logons, etc., run during the monthly accounting period.	2.374857
DISK I/O	Number of disks read and write operations x 1000.	0.251
DISK SPACE	Amount of disk space required to perform job functions and store permanent files. Measured in megabyte hours.	0.006584
TAPE I/O	Number of tapes read and write operations x 1000.	0.268429
TAPE MOUNTS	Number of tapes manually placed on tape drive equipment.	1.065082
STANDARD PRINT	1. Number of pages printed on the Xerox 4135 Printer 2. Number of pages printed on the Xerox 4635 MICR Printer	0.014904
SPECIAL PRINT	Number of pages of manufacturer's preprinted forms.	0.128476
PROGRAMMING STAFF TIME	Per hour rate for any necessary programmer time.	45.75 ²
OTHER STAFF TIME	Per hour rate of staff time spent in connection with processing of a request, other than programming time.	24.11
MATERIALS	Diskette Tape Media Rewritable CD (CD-RW) Non-rewritable CD (CD-R)	1.00 3.00 1.00 1.00
POSTAGE	Actual cost of certified mail return receipt requested	

¹ The listed rates are periodically revised to take into account any significant changes in costs of staff, equipment, system software, etc. Once revised, these rates are automatically applied to all computer utilization jobs.

Commissioners Court - Regular Session

27.

Meeting Date: 08/08/2017

Amendment 1 to Williamson County Texas Avenue Facility

Submitted For: Randy Barker

Submitted By: Will Hutchinson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Supplemental Agreement No.1 to Agreement for Renovation Services for the Texas Avenue Facility between Williamson County and Trimbuilt Construction, Inc., and authorizing the execution of the agreement.

Background

The agreement is for the creation of an Owner's contingency in the amount of \$100,000.00. As outlined in RFP 1704-153, WCCHD Office Renovations, the Owner's Construction Contingency is controlled solely by the Owner. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from any unused amounts of the Owner's Construction Contingency.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Supplemental Agreement #1

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Will Hutchinson
Final Approval Date: 08/03/2017

Reviewed By

Randy Barker
Rebecca Clemons

Date

08/03/2017 08:37 AM
08/03/2017 01:49 PM
Started On: 07/31/2017 09:55 AM

FIRST AMENDMENT TO
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS FIRST AMENDMENT TO THAT CERTAIN AGREEMENT BETWEEN OWNER AND CONTRACTOR, hereinafter "First Amendment", is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Trimbuilt Construction, Inc.**, hereinafter "Contractor".

RECITALS

WHEREAS, County and Contractor executed that certain agreement entitled Agreement Between Owner and Contractor, hereinafter the "Agreement", which became effective as of June 27, 2017, for construction of renovations to the Williamson County Texas Avenue Facility [RFP 1704-153 WCCHD Office Renovations];

WHEREAS, it has become necessary to amend the Agreement in order to add a provision setting forth the Owner's Contingency;

NOW, THEREFORE, premises considered, County and Contractor agree that the Agreement is amended as follows:

AGREEMENTS

1. Section 5.3 below shall be added to the Agreement as follows:

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

\$100,000.00

The Owner's Construction Contingency is controlled solely by the Owner. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this First Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

TRIMBUILT CONSTRUCTION, INC.:

By: _____
Dan A. Gattis, County Judge

By: *A. Holman* _____
Signature

_____, 20____
Date

Michael Holiman _____
Printed Name

Sr. Project Manager _____
Title

July *21*, 20*17*
Date

Commissioners Court - Regular Session

28.

Meeting Date: 08/08/2017

Approving Contract FarrWest - HazMat Equipment Maintenance Remainder 2017

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving service agreement with FarrWest Environmental Supply, Inc. to provide equipment calibration & maintenance services for the term of July 1, 2017 thru December 31, 2017, with a total cost of \$8,502.87, to support the operations of the Williamson County Hazardous Materials Response Team, and authorizing the execution of the agreement.

Background

FarrWest provides a multi-year equipment calibration & maintenance program for the Wilco HazMat Team. This agreement covers the remainder of 2017. This is a grant funded service.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 08/03/2017

Reviewed By

Randy Barker
Rebecca Clemons

Date

08/03/2017 08:42 AM
08/03/2017 01:49 PM
Started On: 08/01/2017 01:06 PM



FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This equipment calibration and maintenance program is made according to the following terms between Williamson County and FarrWest Environmental Supply, Inc (Farrwest). The following outlines the equipment and services contemplated under this agreement by FarrWest in addition to the responsibilities assigned to Williamson County. This program will begin on July 1st 2017 thru December 31st 2017

Maintained Equipment

Equipment owned and operated by Williamson County, calibrated and maintained by Farrwest.

- 1 x RAE Systems QRAE 3 monitor (Sensors CO, H2S, LEL O2)- Health Department, pumped
- 2 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2), pumped
- 5 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2), pumped
- 1 x RAE Systems GammaRAE radiation detector dosimeter
- 2 x RAE Systems MiniRAE 3000 PID monitors (Sensors HR PID 10.6eV)
- 4 x RAE Systems AreaRAE monitors (Sensors 10.6eV PID, Cl2, CO, LEL, O2), GPS
- 5 x RAE Systems RAE Link 3 wireless modems
- 2 x RAE Systems SensorRAE stations (Sensors Cl2, HCN)
- 3 x RAE Systems AutoRAE 2 Calibration Stations and Cradles
- 1 x Smiths Detection RadSeeker Isotope Identifier (verification only)
- 1 x Smiths Detection RadSeeker (full Warranty and Reachback)
- 2 x Ludlum Measurements 2241-3RK radiation detectors
- 1 x Ludlum Measurements 26-1 Pancake radiation detector
- 4 x Sensit Gold gas leak detectors (Sensors PPM LEL, O2)
- 1 x Ohio Lumex RA-915M Mercury Vapor Analyzer (annual factory calibration)
- 15 x Kappler Level A Suits (annual pressure testing)

Calibration-Only Equipment

Equipment whose repair cannot be guaranteed due to unreliable supply of repair parts.

- 2 x RAE Systems MiniRAE 2000 PID monitors (Sensors HR PID, 10.6eV) *discontinued*
- 3 x ATI PortaSens II (Sensors F2)

Supplied Program Services

- 90-Day On-Site Service and Calibration

- Calibration/Bump gas for all sensors and AutoRAE Calibration Stations
- Quarterly battery replacements for all alkaline units
- Event Monitoring Support, as needed
- Annual hazardous materials identification equipment training class
- 24/7 Live support with RAE Certified Technician and Sensit Certified Technicians
- NFPA/ ProBoard Certified Hazmat Technicians on staff at all times
- Loaner Equipment provided for any down equipment
- Additional loaner equipment for training, as requested

Performance Standards

- (a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.
- (b) FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired. An email will be sent to designated Wilco individuals with what is being taken out of service with expectant return date. When needed, an update will be sent to Wilco individuals on status of the equipment removed from trailers.
- (c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, **including** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.
- (d) All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***For any repairs on radiation equipment in excess of \$300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***
- (e) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***For any repairs on chemical and biological equipment in excess of \$300, an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***
- (f) Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.
- (g) Sensor-type changes (i.e.. replacing a Hydrogen Sulfide (H₂S) sensor with a Ammonia (NH₃) sensor) can be done at the request of Williamson County, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.
- (h) All supplied equipment (FarrWest-owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (Williamson County owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. The cost for

replacement accessories beyond this dollar amount will be the responsibility of Williamson County and will be invoiced separately.

Documentation and Support

- (a) FarrWest will maintain all service records and provide a copy of those records to Williamson County. Farrwest will also provide a log-in to the Farrwest customer portal in order to obtain copies of calibration and repair documents.
- (b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. FarrWest will provide an email for any equipment that has been taken out of service with explanation and expected return date. If not returned within 30 days then a follow up email will be sent every month until it has been returned with status update.
- (c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.
- (d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain an NFPA and Pro-Board Certified Hazmat technician on staff at all times for any technical questions.

Customer responsibilities:

- (a) **Lost, stolen, or destroyed equipment** - Williamson County agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.
- (b) **Return of Equipment** -
 - **At Termination** - Williamson County agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract or under written terms of cancellation agreed upon by both parties.
 - **Loaner Equipment** - Williamson County agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest's rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from the Williamson County in the form of a rental invoice.
- (c) **Equipment Issues between service intervals** - Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. Williamson County agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.
- (d) **Annual Fee for Equipment and Service** -
 - An **annual** payment of **\$8,502.87** will be made to FarrWest for the above program. Alternative invoicing options are available.

Additional Considerations

- (a) **No Waiver of Sovereign Immunity or Powers** - Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

- (b) Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.
- (c) Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee 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 licensee 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 licensee'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.
- (d) Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- (e) Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- (f) Compliance with All Laws:** Farrwest agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration. Additionally, Farrwest shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.
- (g) No Agency Relationship & Indemnification:** It is understood and agreed that Farrwest shall not in any sense be considered a partner or joint venturer with Williamson County, nor shall Farrwest in any manner hold itself out as an agent or official representative of Williamson County. Farrwest shall be considered an independent Farrwest for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this agreement. Williamson County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Farrwest or failure to act relating to the construction services being provided. Farrwest agrees to indemnify, hold harmless, and defend Williamson County against any claim, demand, loss, injury, damages, action, or liability of any kind against Williamson County resulting from any services Farrwest performs on behalf of Williamson County.

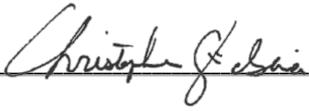
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FARRWEST AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO FARRWEST'S PERFORMANCE OF

THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE FARRWEST, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

- (h) **Right to Audit:** Farrwest agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Farrwest which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Farrwest agrees that licensee shall have access during normal working hours to all necessary Farrwest facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Farrwest reasonable advance notice of intended audits.

Farrwest Environmental Supply

Williamson County

Signature: 

Signature: _____

Name: Christopher J. Isaia

Name: _____

Title: Service Program Manager

Title: _____

Date: August 1st 2017

Date: _____

Commissioners Court - Regular Session

29.

Meeting Date: 08/08/2017

Approving Contract FarrWest - HazMat Equipment Maintenance 2018

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving service agreement with FarrWest Environmental Supply, Inc. to provide equipment calibration & maintenance services, beginning January 1, 2018 thru December 31, 2018, with a total cost of \$16,551.38 per year, to support the operations of the Williamson County Hazardous Materials Response Team, and authorizing the execution of the agreement.

Background

This agreement will have an an option for 3 annual renewals. FarrWest provides a multi-year equipment calibration & maintenance program for the Wilco HazMat Team. This is a grant funded service.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 08/03/2017

Reviewed By

Randy Barker
Rebecca Clemons

Date

08/03/2017 08:43 AM
08/03/2017 01:49 PM
Started On: 08/01/2017 01:15 PM



FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This equipment calibration and maintenance program is made according to the following terms between Williamson County and FarrWest Environmental Supply, Inc (Farrwest). The following outlines the equipment and services contemplated under this agreement by FarrWest in addition to the responsibilities assigned to Williamson County. This program will begin on January 1st 2018 thru December 31st 2018, with 3 renewal options.

Maintained Equipment

Equipment owned and operated by Williamson County, calibrated and maintained by Farrwest.

- 1 x RAE Systems QRAE 3 monitor (Sensors CO, H2S, LEL O2)- Health Department, pumped
- 2 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2), pumped
- 5 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2), pumped
- 1 x RAE Systems GammaRAE radiation detector dosimeter
- 2 x RAE Systems MiniRAE 3000 PID monitors (Sensors HR PID 10.6eV)
- 4 x RAE Systems AreaRAE monitors (Sensors 10.6eV PID, Cl2, CO, LEL, O2), GPS
- 5 x RAE Systems RAE Link 3 wireless modems
- 2 x RAE Systems SensorRAE stations (Sensors Cl2, HCN)
- 3 x RAE Systems AutoRAE 2 Calibration Stations and Cradles
- 2 x Smiths Detection RadSeeker Isotope Identifier (verification only)
- 1 x Smiths Detection Hazmat ID 360 (full Warranty and ReachBack)
- 2 x Ludlum Measurements 2241-3RK radiation detectors
- 1 x Ludlum Measurements 26-1 Pancake radiation detector
- 4 x Sensit Gold gas leak detectors (Sensors PPM LEL, O2)
- 1 x Ohio Lumex RA-915M Mercury Vapor Analyzer (annual factory calibration)

Calibration-Only Equipment

Equipment whose repair cannot be guaranteed due to unreliable supply of repair parts.

- 2 x RAE Systems MiniRAE 2000 PID monitors (Sensors HR PID, 10.6eV) *discontinued*
- 3 x ATI PortaSens II (Sensors F2)

Supplied Program Services

- 90-Day On-Site Service and Calibration
- Calibration/Bump gas for all sensors and AutoRAE Calibration Stations
- Quarterly battery replacements for all alkaline units

- Event Monitoring Support, as needed
- Annual hazardous materials identification equipment training class
- 24/7 Live support with RAE Certified Technician and Sensit Certified Technicians
- NFPA/ ProBoard Certified Hazmat Technicians on staff at all times
- Loaner Equipment provided for any down equipment
- Additional loaner equipment for training, as requested

Performance Standards

- Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.
- FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired. An email will be sent to designated Wilco individuals with what is being taken out of service with expectant return date. When needed, an update will be sent to Wilco individuals on status of the equipment removed from trailers.
- FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, **including** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.
- All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***For any repairs on radiation equipment in excess of \$300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***
- All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***For any repairs on chemical and biological equipment in excess of \$300, an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***
- Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.
- Sensor-type changes (i.e.. replacing a Hydrogen Sulfide (H2S) sensor with a Ammonia (NH3) sensor) can be done at the request of Williamson County, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.
- All supplied equipment (FarrWest-owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (Williamson County owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. The cost for replacement accessories beyond this dollar amount will be the responsibility of Williamson County and will be invoiced separately.

Documentation and Support

- (a) FarrWest will maintain all service records and provide a copy of those records to Williamson County. Farrwest will also provide a log-in to the Farrwest customer portal in order to obtain copies of calibration and repair documents.
- (b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. FarrWest will provide an email for any equipment that has been taken out of service with explanation and expected return date. If not returned within 30 days then a follow up email will be sent every month until it has been returned with status update.
- (c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.
- (d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain an NFPA and Pro-Board Certified Hazmat technician on staff at all times for any technical questions.

Customer responsibilities:

- (a) **Lost, stolen, or destroyed equipment** – Williamson County agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.
- (b) **Return of Equipment** –
 - **At Termination** – Williamson County agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract or under written terms of cancellation agreed upon by both parties.
 - **Loaner Equipment** – Williamson County agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest's rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from the Williamson County in the form of a rental invoice.
- (c) **Equipment Issues between service intervals** - Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. Williamson County agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.
- (d) **Renewal** – At the end of this agreement, Williamson County will be given the opportunity to renew the maintenance program for an additional **3, 12- month periods.**
- (e) **Annual Fee for Equipment and Service** –
 - An **annual** payment of **\$16,551.38** will be made to FarrWest for the above program. Alternative invoicing options are available.

Additional Considerations

- (a) **No Waiver of Sovereign Immunity or Powers** - Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

- (b) Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.
- (c) Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee 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 licensee 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 licensee'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.
- (d) Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- (e) Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- (f) Compliance with All Laws:** Farrwest agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration. Additionally, Farrwest shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.
- (g) No Agency Relationship & Indemnification:** It is understood and agreed that Farrwest shall not in any sense be considered a partner or joint venturer with Williamson County, nor shall Farrwest in any manner hold itself out as an agent or official representative of Williamson County. Farrwest shall be considered an independent Farrwest for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this agreement. Williamson County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Farrwest or failure to act relating to the construction services being provided. Farrwest agrees to indemnify, hold harmless, and defend Williamson County against any claim, demand, loss, injury, damages, action, or liability of any kind against Williamson County resulting from any services Farrwest performs on behalf of Williamson County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FARRWEST AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO FARRWEST'S PERFORMANCE OF

THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE FARRWEST, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

- (h) **Right to Audit:** Farrwest agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Farrwest which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Farrwest agrees that licensee shall have access during normal working hours to all necessary Farrwest facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Farrwest reasonable advance notice of intended audits.

Farrwest Environmental Supply

Williamson County

Signature: *Christopher J. Isia*

Signature: _____

Name: Christopher J. Isia

Name: _____

Title: Service Program Manager

Title: _____

Date: August 1st 2017

Date: _____

Commissioners Court - Regular Session

30.

Meeting Date: 08/08/2017

Printing Services 1705-167

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding the proposals received for RFP# 1705-167 Printing Services for Williamson County to D&L Printing as the Primary vendor and 360 Press Solutions as the Secondary vendor.

Background

After concluding the evaluation process and receiving four (4) proposals through the County's online bidding site (Bidsync), the evaluation committee is recommending award to D&L Printing as primary vendor and 360 Printing Solutions as secondary vendor. The recommendation letter, evaluation reports and proposal submittal are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Recommendation Letter](#)

[RFP Evaluation](#)

[D&L Submittal](#)

[360 Printing Submittal](#)

Form Review

Inbox

Purchasing (Originator)
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 08/03/2017

Reviewed By

Randy Barker
Randy Barker
Rebecca Clemons

Date

08/03/2017 10:24 AM
08/03/2017 10:32 AM
08/03/2017 01:49 PM
Started On: 08/03/2017 08:40 AM



Randy Barker, CPPO, CPPB
PURCHASING AGENT / DIRECTOR

8/2/2017

Dear Commissioners Court,

After reviewing all of the pertinent information, it appears that D & L Printing Services submitted the overall best value for the RFP 1705-167, Printing Services proposal.

On behalf of the Printing Evaluation Committee we recommend to the Williamson County Commissioner's Court that D & L Printing be awarded the Primary vendor for Printing Services for Williamson County. We also recommend that 360 Press Solutions be awarded Secondary vendor.

Sincerely,

Printing Evaluation Committee

TRANSMITTAL LETTER

Bid # 1705-167

Business entity submitting Proposal:

D&L Printing, Inc.
552 Stadium Drive
Georgetown, TX 78626

D&L Printing, Inc. is incorporated in Williamson County, Texas.

Principal Contact Information:

Brad Gregory
D&L Printing, Inc.
552 Stadium Dr.
Georgetown, TX 78626
brad@dlprint.com
512-863-8145 - Phone
512-869-2371 - FAX

Federal Employer Identification Number:

74-2931761

D&L Printing, Inc. is committed to provide the services required by Williamson County, as set forth in this RFP.

This Proposal is valid from July 12, 2017.

This Proposal will have no effect on air quality for the County as it relates to any State, Federal, or voluntary air quality standard.

Respectfully submitted,



John Gregory
D&L Printing, Inc.
552 Stadium Dr.
Georgetown, TX 78626

TABLE OF CONTENTS
RFP # 1705-167

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- G. Proposal Affidavit
- H. Addendum Items

EXECUTIVE SUMMARY

D&L Printing, Inc. is committed to provide the services required by Williamson County as set forth in this RFP. D&L Printing has had in the past, and continues to maintain an excellent working relationship with Williamson County.

D&L Printing, Inc. believes that it is the most qualified respondent to provide the services as evidenced by history with Williamson County.

Any items on the proposal that are not specifically bid are not bid because D&L cannot provide, or find a supplier capable of supplying said items.

1 ENVELOPES 25% COTTON
25% Cotton Paper (e.g. Gilbert), 20lb White

#10 Regular, Printed Return Address

One Color

Two Color

2,500

1,000

500

397.70
449.06

175.10
236.70

107.08
155.91

2 LETTERHEAD
Plain Bond Paper, 24lb White, Letter Size

One Color, Black Ink, w/ Seal or Logo

Two Color, w/ Seal or Logo

Three Color, w/ Seal or Logo

Four Color, w/ Seal or Logo

1,000

500

131.25
150.00
261.25
287.50

106.25
125.00
221.25
245.00

2 LETTERHEAD 25% COTTON
25% Cotton Paper (e.g. Gilbert), 24lb White

One Color, Black Ink, w/ Seal or Logo

Two Color, w/ Seal or Logo

Three Color, w/ Seal or Logo

Four Color, w/ Seal or Logo

1,000

500

155.00
173.75
283.75
465.00

117.50
136.25
231.25
365.40

3 COUNTY STANDARD FORMS

Letter, One Side, One Color

Letter, One Side, Two Color

Letter, One Side, Three Color

Letter, Two Side, One Color

Letter, Two Side, Two Color

Letter, Two Side, Three Color

Legal, One Side, One Color

Legal, One Side, Two Color

Legal, One Side, Three Color

Legal, Two Side, One Color

Legal, Two Side, Two Color

Legal, Two Side, Three Color

1/2 Letter, One Side, One Color

1/2 Letter, One Side, Two Color

1/2 Letter, One Side, Three Color

2 Part NCR, Letter Size, One Color

2 Part NCR, Legal Size, One Color

5,000

2,500

1,000

500

15.00
73.50
90.00
29.00
84.76
133.51
20.00
79.04
127.79
38.00
92.50
141.29
10.00
65.00
81.00
82.30
113.57

25.00
125.00
160.00
49.00
149.51
247.01
39.50
138.07
235.57
75.00
165.07
262.57
19.50
117.83
110.00
162.20
225.19

62.50
155.00
199.50
117.50
160.34
297.84
95.00
224.16
281.66
190.00
261.16
393.17
47.00
239.17
132.07
399.25
553.97

120.00
210.00
246.67
225.00
291.67
329.17
185.00
285.17
322.67
380.00
393.17
430.67
93.00
315.00
193.59
792.50
1071.94

2 Part NCR, 1/2 Letter Size, One Color
 2 Part NCR, 1/4 Letter Size, One Color
 3 Part NCR, Letter Size, One Color
 3 Part NCR, Legal Size, One Color
 3 Part NCR, 1/2 Letter Size, One Color
 3 Part NCR, 1/4 Letter Size, One Color
 Bound Receipts, Letter, 3 To A Page, 3 Part NCR

44.19
24.52
133.75
182.19
69.82
36.82
no bid

87.16
47.84
220.46
338.97
117.33
63.89
457.50

213.88
117.48
544.41
465.25
286.05
150.86
570.00

429.60
243.02
1083.75
649.50
565.36
299.74
785.50

	<u>500</u>	<u>1,000</u>	<u>2,500</u>	<u>5,000</u>
Budget In Brief Brochure 100# Glossy White Cover - 8.5" x 14" Ink 4/4 - Double Parallel Fold	320.50	369.90	582.70	852.25
Warrant Card Yellow Card Stock - 8.5" x 5.5" Two Sided	31.41	60.40	146.79	287.91
Constable 2 Door Hangers Yellow/Pink Card Stock - 4.25" x 11" Two Sided W/ Door Hanger Cut Out	128.61	254.82	479.50	733.50
Resolution Paper 100% Cotton Linen Bond Paper - 8.5" x 14" Printed Black Ink	no bid	no bid	no bid	no bid
Comment Card - PIO White Postcard Two Sided Black Ink	17.38	28.24	63.42	123.67
Downtown Map 8.5" x 11" Full Color				

<i>One Side Print</i>	133.27	147.50	217.41	336.62
Wilcounty Line Directory <i>11" x 17" Full Color Two Side Print W/ Fold</i>	335.12	362.65	576.02	859.25
Veterans Services Brochure <i>8.5" x 11" Glossy Paper Two Side Print Full Color W/ Fold</i>	225.12	291.25	415.45	510.50
Juvenile Services Annual Report <i>Full Color Book 8.5" x 11" Twin Loop Wire Bound</i>	3932.75	4542.75	5445.25	7310.25
Pre-Warrant Notice - 15 day (pink) <i>Postcard 4x5 Two sided Print</i>	23.01	37.03	81.78	155.50
Pre-Warrant Notice - 5 day (orange) <i>Postcard 4x5 Two sided Print</i>	23.01	37.03	81.78	155.50
Warrant For Your Arrest (yellow) <i>Postcard 4x5 Two sided Print</i>	23.01	37.03	81.78	155.50
Official Jury Summons <i>8.5" x 11" Card Self Sealing Two Sided Print w/ Fold</i>	no bid	no bid	no bid	no bid
Affidavit of Provisional Voter <i>11.5" x 5" Green Envelope Two Sided Print</i>	no bid	no bid	662.13	784.65

To the Voter Registrar (Prnt 4)
 15" x 10" Envelope (Grey)
 One Sided Print

no bid

no bid

no bid

2275.00

To the Voter Registrar (Prnt 3)
 15" x 10" Envelope (Pink)
 One Sided Print

no bid

no bid

no bid

2275.00

To the Voter Registrar (Prnt 2)
 15" x 10" Envelope (Yellow)
 One Sided Print

no bid

no bid

no bid

2275.00

Election Day Training Booklet
 8.5" x 11" (Pink cover)
 Staple Bound Booklet

1349.94

2578.62

6330.59

11,992.73

PROPERTY TAX STATEMENT
 8.5" x 11" Perforated paper
 Two sided Print (w/ watermarks)

338.10

533.10

1057.75

1615.50

PAFR
 8.5" x 11" Glossy Photo Cover
 Staple Bound Booklet

1362.00

2492.15

5295.65

8168.15

CAFR
 Black with cutout - 8.5" x 11"
 Spiral Bound Booklet with tabbed Sections

14498.00

no bid

no bid

no bid

Supplier Response Form

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:

Georgetown ISD

Location:

Georgetown, TX

Contact Name:

Patty Collins

Title:

Phone:

512.943.5000

E-mail

collinsp@georgetownisd.org

Contract Date To:

01/2018

Contract Date From:

01/2017

Contract Value: \$

Scope of Work:

misc printing services

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature, (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **info@dlprint.com**

Password *

[Save](#) [Take Exception](#) [Close](#)

* Required fields

Supplier Response Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	Form CIQ
------------------------------------------------------------------------------------------------------------------------------	---------------------

<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 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
	Date Received <input style="width: 100px;" type="text"/>

1	Name of person doing business with local governmental entity.
	<input style="width: 90%;" type="text" value="Bradley Gregory"/>

2	<input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (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.)
----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. <input style="width: 90%; height: 60px;" type="text" value="None"/>
----------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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. <input style="width: 90%; height: 60px;" type="text" value="None"/>
----------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

**Form
 CIQ
 Page 2**

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 other 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 receiving 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 governmental entity?

Yes No

C. Is the filer of this 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.

None

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

None

7

Bradley Gregory

info@dlprint.c

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **info@dlprint.com**

Password *

[Save](#) [Take Exception](#) [Close](#)

* Required fields

Supplier Response Form PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

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

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent 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 Respondent 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 Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	Brad Gregory
Address of Respondent:	552 Stadium Drive Georgetown TX, 78626
Email:	info@dlprint.com
Telephone:	512-863-8145
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input checked="" type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, 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 Respondent) and have been duly authorized to execute the foregoing on behalf of the said _____ (Name of Respondent).

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

on this the _____ day of _____, 20____.

Notary Public in and for

The State of _____

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **info@dlprint.com**

Password *

[Save](#) [Take Exception](#) [Close](#)

* Required fields

Estimate

D & L Printing
 PO Box 210
 Georgetown, TX 78627-0210
 512-863-8145

No: **18044**

Date: 7/12/17

Customer PO:

Customer No: 3749

Ship To:

Williamson County Purchasing Dept
 301 SE Innerloop #106
 Georgetown TX 78626

Bill To:

Williamson County Purchasing Dept
 301 SE Innerloop #106
 Georgetown TX 78626

Quantity	Description	Amount
500	Regular Envelope Flip and Seal Black ink	\$ 83.52
1,000	Regular Envelope Flip and Seal Black ink	\$ 136.18
2,500	Regular Envelope Flip and Seal Black ink	\$ 294.14
5,000	Regular Envelope Flip and Seal Black ink	\$ 557.42
<p>Taken by: annette</p> <p>We thank you for the opportunity to be of service and look forward to your order. Prices DO NOT include tax, unless otherwise noted. Additional charges may accrue if we have to make adjustments to files submitted in Word, Publisher, Excel or Powerpoint.</p>		

Estimate

D & L Printing
 PO Box 210
 Georgetown, TX 78627-0210
 512-863-8145

No: **18045**

Date: 7/12/17

Customer PO:

Customer No: 3749

Ship To:

Williamson County Purchasing Dept
 301 SE Innerloop #106
 Georgetown TX 78626

Bill To:

Williamson County Purchasing Dept
 301 SE Innerloop #106
 Georgetown TX 78626

Quantity	Description	Amount
500	#10 Window Envelopes Flip and seal BLACK INK	\$ 109.84
1,000	#10 Window Envelopes Flip and seal BLACK INK	\$ 173.65
2,500	#10 Window Envelopes Flip and seal BLACK INK	\$ 365.08
5,000	#10 Window Envelopes Flip and seal BLACK INK	\$ 684.15
<p>Taken by: annette</p> <p>We thank you for the opportunity to be of service and look forward to your order. Prices DO NOT include tax, unless otherwise noted. Additional charges may accrue if we have to make adjustments to files submitted in Word, Publisher, Excel or Powerpoint.</p>		

Estimate

D & L Printing
 PO Box 210
 Georgetown, TX 78627-0210
 512-863-8145

No: **18046**

Date: 7/12/17

Customer No: 3749

Ship To:

IFB Printing Services For Williamson County
 Williamson County Purchasing Dept
 301 SE Innerloop #106
 Georgetown TX 78626

Quantity	Description	Amount
500	3 Part Letter Size, Black Ink - iVotronic forms	\$ 133.75
1,000	3 Part Letter Size, Black Ink	\$ 220.46
2,500	3 Part Letter Size, Black Ink	\$ 544.41
5,000	3 Part Letter Size, Black Ink	\$ 1,083.75
		SUBTOTAL \$ 1,982.37 TAX SHIPPING TOTAL \$ 1,982.37

Estimate

D & L Printing
 PO Box 210
 Georgetown, TX 78627-0210
 512-863-8145

No: **18047**

Date: 7/12/17

Customer PO:

Customer No: 3749

Ship To:

Williamson County Purchasing Dept
 301 SE Innerloop #106
 Georgetown TX 78626

Bill To:

Williamson County Purchasing Dept
 301 SE Innerloop #106
 Georgetown TX 78626

Quantity	Description	Amount
500	Comment forms - padded in 50s - 8.5 x 5.5 (10 pads of 50)	\$ 12.07
1,000	Comment forms - padded in 50s - 8.5 x 5.5 (20 pads od 50)	\$ 24.14
2,500	Comment forms - padded in 50s - 8.5 x 5.5 (50 pads of 50)	\$ 58.86
5,000	Comment forms - padded in 50s - 8.5 x 5.5 (100 pads of 50)	\$ 116.09
<p>Taken by: annette</p> <p>We thank you for the opportunity to be of service and look forward to your order. Prices DO NOT include tax, unless otherwise noted. Additional charges may accrue if we have to make adjustments to files submitted in Word, Publisher, Excel or Powerpoint.</p>		

Supplier: **D&L Printing, Inc**

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

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

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent 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 Respondent 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 Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	Brad Gregory
Address of Respondent:	552 Stadium Drive Georgetown TX, 78626
Email:	info@dlprint.com
Telephone:	512-863-8145
Printed Name of Person Submitting Affidavit:	Bradley Gregory
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input checked="" type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, 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 Respondent*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for
The State of
The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

Supplier: D&L Printing, Inc

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. 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. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		OFFICE USE ONLY
		Date Received
1	Name of person doing business with local governmental entity. Bradley Gregory	
2	Check this box if you are filing an update to a previously filed questionnaire.	
	<input checked="" type="checkbox"/>	(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.)
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. None	
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. None	

CONFLICT OF INTEREST QUESTIONNAIRE	Form CIQ Page 2
For vendor or other person doing business with local governmental entity	

5	<p align="center">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.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving 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 governmental entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship. None</p> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest: None</p>	
7	<p align="center">Bradley Gregory</p>	<p align="center">info@dlprint.com</p>
	<p align="center">Signature of person doing business with the governmental entity</p>	<p align="center">Date</p>
<p align="center">Signature not required if completing in BIDSYNC electronically.</p>		

Supplier: **D&L Printing, Inc**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Georgetown ISD Location: Georgetown, TX
 Contact Name: Patty Collins Title:
 Phone: 512.943.5000 E-mail: collinsp@georgetownisd.org
 Contract Date To: 01/2018 Contract Date From: 01/2017 Contract Value: \$
 Scope of Work: misc printing services

Reference 2

Client Name: Location:
 Contact Name: Title:
 Phone: E-mail
 Contract Date To: Contract Date From: Contract Value: \$
 Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

info@dlprint.com

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

**Printing Services for Williamson County
RFP 1705-167**

Submitted by:
360 Press Solutions
2009 Windy Terrace
Cedar Park, TX 78613



Williamson County Purchasing Department
Attn: Solicitation 1705-167, Printing Services
901 South Austin Avenue
Georgetown, Texas 78626

Subject: A proposal to provide printing services to Williamson County

- A. 360 Press Solutions
2009 Windy Terrace
Cedar Park, TX 78613
- B. Type of business: LLC (Limited Liability Company)
- C. Place of incorporation: Cedar Park, Texas
- D. Name and location of major office: 360 Press Solutions, 2009 Windy Terrace, Cedar Park, Texas 78613
- E. Contact: Gray Mitchell, Account Manager, 360 Press Solutions, 2009 Windy Terrace, Cedar Park, Texas 78613, 512-381-2360, 512-381-2362 (fax)
- F. Federal Employer Identification Number: 27-1079236
- G. 360 Press Solutions is committed to providing required services to Williamson County as needed.
- H. Prices are good for One (1) year with extensions of 12 to 24 months.
- I. The proposal being submitted with not have an effect on air quality for the County.

A handwritten signature in black ink, appearing to read 'Jason Tuggle', is written over a horizontal line.

Jason Tuggle
President
360 Press Solutions, LLC

360 Press Solutions
2009 Windy Terrace
Cedar Park, TX 78613
Toll Free 877-536-8337
Direct 512-381-2360
Fax 512-381-2362
360pressolutions.com

Table of Contents

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Transmittal Letter

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Executive Summary

Vendor Questionnaire

Price Sheet

References

Conflict of Interest Questionnaire

Proposal Affidavit

Form 1295 Certificate of Interested Parties

360 Press Solutions – Solicitation 1705-167 Printing Services

Williamson County Purchasing Department
Attn: Solicitation 1705-167, Printing Services
901 South Austin Avenue
Georgetown, Texas 78626

Executive Summary

360 Press Solutions is a full-service printing and mailing company. We are your printing partner. We don't just run machines. We ensure that your organization's printed material is error-free, cost-effective, and achieves your goals and objectives.

360 was opened in September of 2009 with one printing press and nine employees in a time when the printing industry was on a downturn. Since then, 360 has grown to be a fully equipped print shop with 26 employees who have many years of experience. Our results have been noticed as our walls are covered with printing industry awards.

What sets 360 apart is its commitment to make the printing process as efficient, innovative, error-free, and cost-effective for the client as possible. 360 builds a variety of premium services into its pricing such that the client, in the end, saves money because the piece is free of errors, has been printed in the most cost-effective way possible, and has been carefully assessed to ensure it meets the client's organizational needs.

- a. 360 provides proofreading services at no extra cost to the customer. We also use the highest quality materials such as plates and inks in the printing process which gives our customers the highest quality product. You will see consistent, sharp images and text from the first piece off the press to the last. From simple folding and stitching to die-cutting and shrink-wrapping, 360 adds the detailed finishing touches that make your project stand out. Whatever your vision, we can make it happen with our impressive array of finishing and binding services.
- b. All of 360's employees have many years of experience at what they do. Your prospective account manager, Gray Mitchell, has 34 years of experience in the graphic design/printing field and has a great understanding of both sides of the graphic arts industry, design and print. We have partnered with the best subcontractors to help us in completing projects.
- c. We believe that 360 can best meet the County's needs on their projects because we consistently produce many like pieces that the County is looking to have printed. 360 also has a sister company, Blackbuck Marketing, which can provide you with top-notch graphic design and marketing ideas. The best of both worlds in one location – design and print.

WILLIAMSON COUNTY PRINTING SERVICES

RFP # 1705-167

VENDOR QUESTIONNAIRE

1. What is your approximate delivery time?

5-7 days after proof approval. 7-10 days for more complex projects.

2. Please list any typeset, proof, or additional charges that may be charged on an order:

Typesetting - \$65 per hour.
Proofs are included in quoted price. Additional proofs are \$30.

3. Press proofs may sometimes be requested by Williamson County departments. We recommend these be provided at no charge to the end users. Can you provide press proofs at no charge if requested?

Yes

No

no charge for press checks.

4. Please list any additional services (with cost of service) you may be able to provide Williamson County.

Proof reading - free.
Fulfillment - pricing depends on size and scope of project.
Mailing services - " " "
Storage of finished goods - \$60⁰⁰ per skid per month.

**Williamson County Printing Services Quote - 360 Press Solutions
RFP 1705-167**

Envelopes	500	1000	2500	5000
#10 Regular, Printed Return Address				
One Color	138.31	167.16	226.45	325.26
Two Color	176.62	167.16	226.45	325.26
#10 Self Seal, Printed Return Address				
One Color	194.99	252.18	396.49	549.98
Two Color	233.3	290.59	435.16	589.1
#10 Security Tint, Printed Return Address				
One Color	139.41	165.14	230.35	328.26
Two Color	177.72	203.54	269.03	367.4
#10 Window, Printed Return Address				
One Color	141.38	168.08	216.5	302.88
Two Color	179.69	206.49	255.19	342.01
#10 Window/Security Tint, Return Address				
One Color	139.41	165.14	230.35	328.26
Two Color	177.72	203.54	269.03	367.40
#10 Regular flip & Seal, Return Address				
One Color	155.28	192.62	277.38	418.63
Two Color	193.60	231.03	316.05	457.76
#10 Window flip & seal, Return Address				
One Color	160.82	200.93	293.99	449.09
Two Color	199.14	239.34	332.66	488.22
#10 Window/Self Seal/Security Return Address				
One Color	174.98	218.47	337.03	523.83
Two Color	213.30	256.91	375.77	563.09
#9 Regular, Return Address				
One Color	136.96	161.47	205.91	283.42
Two Color	175.28	199.86	244.57	322.54
#9 Window, Return Address				
One Color	148.75	182.82	238.02	346.48
Two Color	187.07	221.23	276.71	385.61
Envelopes 25% Cotton	500	1000	2500	5000
#10 Regular, Return Address One Color	227.32	300.69	426.67	692.34
#10 Regular, Return Address Two Color	265.65	300.69	426.67	692.34
Letterhead	500	1000		

One Color	160.73	204.05
Two Color	205.42	218.54
Three Color	225.71	220.93
Four Color	243.77	259.27
Letterhead 25% Cotton		
One Color	184.17	245.94
Two Color	228.85	260.44
Three Color	421.18	415.69
Four Color	423.46	427.17

County Standard Forms	500	1000	2500	5000
Letter, One Side, One Color	168.56	192.53	232.75	280.48
Letter, One Side, Two Color	198.88	223.08	263.92	312.74
Letter, One Side, Three Color	342.26	357.28	401.79	487.51
Letter, Two Side, One Color	172.63	200.07	250.70	319.22
Letter, Two Side, Two Color	217.57	244.72	295.82	350.98
Letter, Two side, Three Color	392.03	410.20	462.88	563.95
Legal, One Side, One Color	190.49	217.25	271.84	379.96
Legal, One side, Two Color	220.85	227.45	303.30	412.70
Legal, One Side, Three Color	345.41	363.89	422.63	530.29
Legal, Two Side, One Color	214.36	248.00	326.73	452.19
Legal Two Side, Two Color	275.31	309.52	389.40	504.04
Legal, Two Side, Three Color	403.47	436.56	548.35	638.96
1/2 Letter, One Side, One Color	120.54	123.24	131.93	195.92
1/2 Letter, One Side, Two Color	120.54	123.24	131.93	195.92
1/2 Letter, One Side, Three Color	120.54	123.24	131.93	195.92
2 Part NCR, Letter Size, One Color, digital	154.14	221.46	372.24	657.99
2 Part NCR, Legal Size, One Color, digital	155.41	225.52	437.81	784.60
2 Part NCR, Legal Size, One Color, offset	218.38	275.67	460.24	759.93
2 Part NCR, 1/2 Letter Size, One Color, digital	170.95	225.13	407.23	610.55
2 Part NCR, 1/4 Letter Size, One Color, digital	110.06	139.20	202.17	325.01
3 Part NCR, Letter Size, One Color, digital	200.70	306.51	544.89	1,000.49
3 Part NCR, Legal Size, One Color, digital	232.32	363.49	718.77	1,339.41
3 Part NCR, Legal Size, One Color, offset	286.34	400.21	714.52	1,267.07
3 Part NCR, 1/2 Letter Size, One Color, digital	133.39	168.79	294.56	434.01
3 Part NCR, 1/4 Letter size, One Color, digital	112.34	143.75	208.99	338.66
3 Part NCR, Letter Size, One Color, perfed, 3 receipts, digital	251.74	386.82	692.68	1,244.07
3 Part NCR, Letter Size, One Color, perfed, 3 receipts, offset	349.75	405.51	772.78	1,437.19
Bound Receipts, Letter, 3 to a page, 3 Part NCR	1,800.00	3,050.00	7,050.00	13,550.00

Micellaneous Items	500	1000	2500	5000
Budget in Brief Brochure (digital)	797.98	872.12	1,070.11	1,384.14
Budget in Brief Brochure (offset)	548.97	609.03	773.94	1,039.88
Warrant Card	275.24	340.44	511.65	715.12
Constable Door Hanger - yellow	320.31	366.13	517.69	761.29
Constable Door Hanger - pink	320.31	366.13	517.69	761.29
Resolution Paper	623.82	638.06	663.68	1,144.01
Comment Card - PIO	128.74	130.09	133.59	201.88

Downtown Map	127.02	141.63	231.05	349.00
Wilcounty Line Directory (digital)	239.38	331.25	594.52	1,034.82
Wilcounty Line Directory (offset)	414.33	466.27	577.75	756.11
Veterans Services Brochure (digital)	215.74	256.39	390.59	597.43
Veterans Services Brochure (offset)	422.87	438.43	488.07	582.19
Juvenile Services Annual Report	5,454.14	6,623.06	10,566.71	16,978.87
Pre-Warrant Notice - 15 day (pink)	141.07	153.59	192.57	280.39
Pre-Warrant Notice - 5 day (orange)	141.07	153.59	192.57	280.39
Warrant for Your Arrest (yellow)	141.07	153.59	192.57	280.39
Official Jury Summons	589.94	683.97	893.64	1,331.75
Affidavit of Provisional Voter	767.21	794.59	853.99	1,548.80
To the Voter Registrar envelope (grey)	755.38	773.10	1,253.54	2,530.53
To the Voter Registrar envelope (pink)	755.38	773.10	1,253.54	2,530.53
To the Voter Registrar envelope (yellow)	755.38	773.10	1,253.54	2,530.53
Election Day Training Booklet	3,589.00	3,462.54	5,557.57	8,986.61
Property Tax Statement	519.06	558.74	609.83	784.14
PAFR	1,056.23	1,655.83	3,024.38	3,976.98
iVotronic Form	200.70	306.51	544.89	1,000.49
Comment Form Pads	622.29	1,009.67	2,191.91	4,140.47

CAFR Booklet	50	100	200	250
	4,660.85	5,103.28	5,949.75	6,349.28

RFP 1705-167

360 Press Solutions

Supplier Response Form

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Texas Exes - Ex Students Association - UT Austin Location: Austin

Contact Name: Amber Pollei Title: Creative Director

Phone: 512-840-5640 E-mail: amber.pollei@texasexes.org

Contract Date To: _____ Contract Date From: _____ Contract Value: \$ _____

Scope of Work:

Various projects throughout the year,

Reference 2

Client Name: UT School of Law Location: Austin

Contact Name: Keely Morgan Title: Marketing Manager

Phone: 512-232-1165 E-mail: kmorgan@law.utexas.edu

Contract Date To: _____ Contract Date From: _____ Contract Value: \$ _____

Scope of Work: Various projects

Various projects throughout the year,

Reference 3

Client Name: City of Round Rock Location: Round Rock, TX

Contact Name: *Monique Adams*

Title: *Asst. to the City Manager*

Phone: *512-218-3234*

E-mail *madams@roundrocktexas.gov*

Contract Date To:
June 2017

Contract Date From:
July 2012

Contract Value: \$

Scope of Work:

Various projects

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username *gray.mitchell@360pressolutions.com*

Password *

Save

Take Exception

Close

* Required fields

Supplier Response Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.		OFFICE USE ONLY Date Received _____
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.		
A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		
1	Name of person doing business with local governmental entity. <i>N/A</i>	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (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.)	
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
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.	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
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 other 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 receiving 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 governmental entity?
 Yes No
- C. Is the filer of this 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 conflict of interest:

7		
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNCR electronically.		

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
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- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **gray.mitchell@360pressolutions.com**

Password *

Save

Take Exception

Close

* Required fields

Supplier Response Form

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

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

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent 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 Respondent 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 Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	360 Press Solutions
Address of Respondent:	2009 Windy Terrace, Cedar Park, TX 78613
Email:	gray.mitchell@360presssolutions.com
Telephone:	512-381-2360
Printed Name of Person Submitting Affidavit:	Gray Mitchell
Signature of Person Submitting Affidavit:	<i>Gray Mitchell</i>

Cooperative Purchasing Program

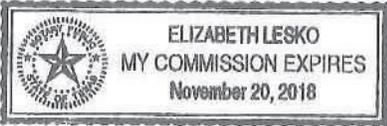
Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input checked="" type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared Gray Mitchell (Name of Signer), who after being by me duly sworn, did depose and say: "I, Gray Mitchell, (Name of Signer) am a duly authorized officer of/agent for 360 Press Solutions (Name of Respondent) and have been duly authorized to execute the foregoing on behalf of the said 360 Press Solutions (Name of Respondent).

SUBSCRIBED AND SWORN to before me by the above-named _____
on this the 12th day of July, 2017.



Elizabeth Lesko

Notary Public in and for
The State of Texas
The County of TRAVIS

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **gray.mitchell@360presssolutions.com**

Password

*

Save

Take Exception

Close

* Required fields

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number: 2017-228178

Date Filed: 06/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. 360 Press Solutions Cedar Park, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Williamson County

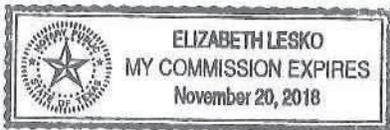
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 1705-167 Printing Services

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), and Nature of interest (Controlling/Intermediary). Row 1: Tuggle, Jason, Cedar Park, TX United States, Controlling (X).

5 Check only if there is NO Interested Party. []

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity: Gray Mitchell

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gray Mitchell, this the 12th day of July 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath: Elizabeth Lesko; Printed name of officer administering oath: Elizabeth Lesko; Title of officer administering oath: Administrator

Supplier: 360 Press Solutions

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

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

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent 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 Respondent 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 Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	360 Press Solutions LLC
Address of Respondent:	2009 Windy Terrace, Cedar Park, TX 78613
Email:	gray.mitchell@360presssolutions.com
Telephone:	512-381-2360
Printed Name of Person Submitting Affidavit:	Gray Mitchell
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input checked="" type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Gray Mitchell** (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Gray Mitchell**, (*Name of Signer*) am a duly authorized officer of/agent for **360 Press Solutions** (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said **360 Press Solutions** (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named **Gray Mitchell**
on this the **12th** day of **July**, 2017.

Notary Public in and for

The State of **Texas**

The County of **Travis**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

Supplier: 360 Press Solutions

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<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 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
		Date Received
1	<p>Name of person doing business with local governmental entity. N/A</p>	
2	<p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(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>	
3	<p style="text-align: center;"><input type="checkbox"/></p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
4	<p>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>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship.</p>	

(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 other 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 receiving 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 governmental entity?

Yes No

C. Is the filer of this 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 conflict of interest:

7		
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **360 Press Solutions**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:	Location:	
Texas Exes	Austin	
Contact Name:	Title:	
Amber Pollei	Creative Director	
Phone:	E-mail	
512-840-5640	amber.pollei@texasexes.org	
Contract Date To:	Contract Date From:	Contract Value: \$

Scope of Work:

Various projects throughout the year.

Reference 2

Client Name:	Location:	
UT School of Law	Austin	
Contact Name:	Title:	
Keely Morgan	Marketing Manager	
Phone:	E-mail	
512-232-1165	kmorgan@law.utexas.edu	
Contract Date To:	Contract Date From:	Contract Value: \$

Scope of Work:

Various projects throughout the year.

Reference 3

Client Name:

Location:

City of Round Rock

Round Rock, TX

Contact Name:

Title:

Monique Adams

Asst. to the City Manager

Phone:

E-mail

512-218-3234

madams@roundrocktexas.gov

Contract Date To:

Contract Date From:

Contract Value: \$

June 2017

July 2012

Scope of Work:

Various projects throughout the contract.

Commissioners Court - Regular Session

31.

Meeting Date: 08/08/2017

Electronic Payment Processing

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive proposals for RFP # 1708-179 Electronic Payment Processing.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

[Proposal Packet](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Brenda Fuller
Final Approval Date: 08/03/2017

Reviewed By

Randy Barker
Rebecca Clemons

Date

08/03/2017 10:02 AM
08/03/2017 01:50 PM
Started On: 08/03/2017 09:15 AM

Solicitation 1708-179

Electronic Payment Processing

Bid Designation: Public



Williamson County, Texas

Bid 1708-179

Electronic Payment Processing

Bid Number 1708-179
Bid Title Electronic Payment Processing

Bid Start Date In Held
Bid End Date Sep 6, 2017 2:00:00 PM CDT
Question & Answer End Date Aug 30, 2017 5:00:00 PM CDT

Bid Contact Brenda Fuller
512-943-1607
brendafuller@wilco.org

Contract Duration 1 year
Contract Renewal 3 annual renewals
Prices Good for 30 days
Pre-Bid Conference Aug 24, 2017 2:00:00 PM CDT (Online)
Attendance is optional

Bid Comments **Electronic Payment Processing**

Item Response Form

Item 1708-179-01-01 - Please attach all documents to this line
Quantity 1 each
Prices are not requested for this item.
Delivery Location Williamson County, Texas
No Location Specified

Qty 1

Description

Please attach all documents to this line.



Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the 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 the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

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

Vague and general Proposals will be considered non-responsive, and may, at the 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.

2.2 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 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. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

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

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

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

2.4 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 should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services 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 goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of 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 personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 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, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's 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 of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the 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 the County employees or officials may be cause for termination.

The 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 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 the 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 with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 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 the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**

901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to 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 and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the 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 the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (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 one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All 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 forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. 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.
- B. 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.
- C. 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.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. 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 equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have 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 the 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(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of 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 Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The 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 the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after 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 responsibility. A prospective 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 that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 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 must appear on all itemized invoices and/or requests for payment.

3.13 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.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The 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(s), 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(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent 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 (if applicable); and
 2. The Respondent's Proposal.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and 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. The terms and conditions of the Ensuing Agreement;
 2. The RFP and its Addenda; and
 3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

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

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All 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 this Contract.

4.6 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 the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the 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 the County may have at law or equity or as may otherwise be provided hereunder. 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 the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the 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 the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the 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, the 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.

4.10 PROPRIETARY INFORMATION AND THE 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. 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.

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.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the 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. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials 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, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

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

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the 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 limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the 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 the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the 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(s), unless otherwise agreed by the 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 judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

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

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the 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(s).

4.16 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 the 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 the County in the results of the work only. The 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. The 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 the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 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 the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 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.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) 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 (s) 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(s) 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(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The 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, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the 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(s), 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.

4.24 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. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The 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.

4.26 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(s) 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 hereof 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.

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

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

4.29 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 the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The 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 the County in accordance with the County's requirements and procedures. The 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 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.

4.32 CONTRACTUAL DEVELOPMENT

The 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 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 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 (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the 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 the County.

4.34 SURVIVABILITY

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

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) 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 the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the 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 the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the 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.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation 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. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

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

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

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

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental 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 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p style="font-size: small;">(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>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	
4	<p>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> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p style="text-align: center;">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.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving 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 governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this 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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNC electronically.		

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

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

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent 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 Respondent 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 Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	<input style="width: 100%;" type="text"/>
Address of Respondent:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, 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 Respondent*)
 and have been duly authorized to execute the foregoing on behalf of the said
 (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
 on this the day of , 20.

Notary Public in and for
 The State of
 The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCH ELECTRONICALLY.

Request for Proposals
Electronic Payment Processing

SPECIFICATIONS

I. Background

- A. Williamson County is seeking proposals from interested firms for Electronic Payment Processing. The selected vendor(s) will provide the County with a comprehensive program of payment processing services that serve the County's current and anticipated needs. The County is interested in receiving responses from qualified firms who can provide analysis, technology, and services to efficiently process and reconcile a variety of electronic payments, such as credit cards, debit cards and e-checks. Williamson County Government offices and facilities collect various taxes, fees, court costs, bids and sales payments, and fines. The County intends to coordinate with selected vendor(s) to provide payment processes to support collection of these fees. The selected vendor(s) are expected to work with individual departments and Williamson County Technology Services ("WCTS") staff to meet the needs of the customer.
- B. For the purposes of this RFP, the Respondent should provide electronic payment processing through the following methods:
1. Credit and Debit chip-ready readers;
 2. Telephone payments (automated and call center);
 3. Internet payments/online;
 4. Business and personal checks (e-checks); and
 5. Mobile/wireless payments
- C. Williamson County currently only supports and will continue to only support the transaction surcharge model for electronic payments in which the payer is charged for the base transaction and any minimum or percentage-based transaction fees.

II. Overview

- A. Williamson County is an urban county located in the central part of Texas. Georgetown serves as the county seat, serving a population of approximately 540,000 residents.
- B. The County provides those services allowed by the Constitution and Statutes of the State of Texas. Services include, but are not limited to, law enforcement, judicial proceedings, probation monitoring services, juvenile services, recording services related to judicial proceedings, public health and welfare, maintaining

Request for Proposals
Electronic Payment Processing

- road and bridges, principally within the unincorporated areas of the County, and other related governmental functions.
- C. Two vendors currently provide the majority of electronic payment processing services; some as stand-alone solutions and others integrated with operational systems. The major vendor contract is expiring, and several departments have expressed a desire to evaluate additional/alternate payment-processing options.
- D. Appendix A of this RFP is a table that lists the significant users of merchant services within the county, their approximate transaction volume, and their approximate transaction values. Appendix B sets forth the functions of each office that require merchant services, the current system through which credit cards are processed, the need for hardware, current integration capabilities between the processing system and the gateway, and current availability of real-time reporting.

III. **Statement of Work**

A. **Objectives**

1. Ensure that Williamson County and customer-facing service is maintained at a high standard and meets Williamson County's needs and expectations.
2. Ensure that service and reliability are maintained to the Williamson County standard in the following areas:
 - a. Industry-leading network uptime;
 - b. Contingency plans for unavoidable outages;
 - c. Fast notice of outages;
 - d. Fast resolution of issues;
 - e. Maintains Service Level Agreement (SLA) at all times.
3. Ensure that Williamson County reporting needs are met.
4. Ensure that payment-processing solutions are scalable to meet current and future County needs.
5. Ensure Williamson County is responsible for charging the convenience fees for a vendor. The convenience fee funds are to be deposited directly to the vendors designated bank account. They are NOT to go directly to a Williamson County bank account.
6. Provide the necessary training to enable the County staff to support the solution effectively.
7. Ensure that all collected and processed funds of Williamson County be safeguarded, insured and bonded from loss until tendered to Williamson

Request for Proposals
Electronic Payment Processing

County for deposit with the County depository as required by Texas law.

8. Ensure that the vendor maintains no less than minimum Payment Card Industry Data Security Standard (PCI DSS) compliance at all times.

B. Scope

1. The scope of this procurement is to provide optional payment-processing services to requesting Williamson County organizations.
2. Provide each organization requesting electronic payment processing services with a scalable solution appropriate to their needs, such as online payment processing services, the installation of equipment and software, development of reports, and training. Include:
 - a. Payment processing services;
 - b. Reporting capabilities and online account management;
 - c. Technical and cardholder support;
 - d. Transaction security for Williamson County and residents;
 - e. Hardware and software;
 - f. Training; and
 - g. Implementation services to be carried out in collaboration with the county's project management team, to include, but not be limited to:
 - i. Evaluation of department needs;
 - ii. Proposed solution Statement of Work;
 - iii. Technical requirements;
 - iv. System integrations, as applicable (web services preferred);
 - v. Implementation planning, risk management, project management; and
 - vi. Training and documentation.
3. This RFP is intended to provide an option(s) for each department's use. No business is guaranteed, and the county reserves the right to engage multiple vendors depending on departmental needs. Some departments are under separate contracts that are outside the scope of this RFP.
4. Williamson County appreciates the Respondent's expertise and capabilities and does not intend to write a detailed specification to address every feature and component of Electronic Payment Processing services. The intent of this RFP is to allow vendors to provide the best

Request for Proposals
Electronic Payment Processing

solution given the requirements set forth by the County. This approach enables the County to take advantage of the most beneficial system available while allowing fair evaluation of all responses and remaining within standard purchasing procedures established by the County.

C. Requirements

The Respondent's proposal must indicate Respondent's ability to meet the following requirements. Please confirm your ability to provide each of the features listed in the items below. If any of these features are not available, please describe why the feature is not available and what alternative solution you will offer.

1. Respondents must provide each participating Williamson County organization with an electronic payment processing solution appropriate to that organization's needs, including:
 - a. Support to Williamson County staff to address operational and technical issues;
 - b. Assistance to residents experiencing issues when utilizing electronic payment processing services;
 - c. Reporting and online account management;
 - d. Transaction security for Williamson County and residents; a payment- processing provider must take responsibility for PCI DSS compliance; and
 - e. Risks associated with the collection of electronic payments.

2. Process:
 - a. Williamson County shall retain the role of Merchant on all transactions.
 - b. Vendors shall provide the ability to accept the following payment brands or types: MasterCard, Visa, Discover, and American Express credit cards; debit cards; and e-checks. Explain the process of collections from the point of the merchant card/payment transaction through funds deposit in the County bank account. Include information on typical payment/deposit timeframes for each payment type and channel.
 - c. The vendor shall provide electronic payment processing through the following methods:
 - i. Credit and Debit chip-ready card readers;
 - ii. Telephone payments (Interactive Voice Response (IVR) and

Request for Proposals
Electronic Payment Processing

- call center) in both English and Spanish; and
- iii. Internet payments with the ability to use any browser (please describe any exceptions in detail).
 - d. Customer payments shall be accepted via the website 24 hours a day, 7 days a week, 365 days per year.
 - e. A printable confirmation page shall be provided for each authorized transaction.
 - f. If a transaction is declined for any reason, the vendor shall not "hold" the customer's funds. Requires immediate release of funds to the customer's card.
 - g. Debit or Credit denials shall be all or none so that charges and surcharges are uniformly accepted or denied.
 - h. The vendor shall provide a staffed call center (24/7/365) to address County customer payment problems and questions. Describe the customer support services available.
 - i. The vendor shall deposit payments collected to each department/organization's corresponding deposit account (or accounts, if the department/organization manages multiple lines of business). Describe the settlement process and schedules.
 - j. Vendor shall provide ability for each county office/department to match credit card transactions to correct cost center (i.e. Bureau Code).
 - k. The County shall not incur any deposit-related transfer fees.
 - l. Payments shall be accompanied by a full reconciliation report detailing all transactions that took place within the payment period.
 - m. The vendor shall be responsible for the administration and processing costs associated with this service and associated payments.
 - n. The vendor shall have a documented process to support the County in the evaluation and management of fraud claims, chargebacks, and refunds. Describe the process to provide a full or partial customer refund. Identify any fees incurred with the refund process (initial charge and refund process). Describe how credit card chargebacks or other debit adjustments (including returned e-checks) are netted from daily proceeds. Describe the chargeback

Request for Proposals
Electronic Payment Processing

- process in detail. Include strategies for fraud and chargeback reduction.
- o. The vendor shall ensure transactions comply with PCI DSS requirements.
 - p. Settlement shall be via Automated Clearing House (ACH), providing appropriate identifying information.
 - q. Vendor solution shall provide a same day void option. If a transaction is voided, the vendor shall immediately release funds, as appropriate.
 - r. The vendor shall provide a local account manager with decision-making authority.
 - s. The vendor shall provide appropriate urgency, response and resolution to account lockups.
 - t. Compliance:
 - i. The vendor shall maintain PCI DSS compliance at all times. Provide evidence of PCI DSS compliance, including the process used to ensure that implementations remain in compliance, and evidence of compliance for any subcontractors, third party processors and any other involved parties;
 - ii. The vendor shall agree that the County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the contractor involving those transactions relating to electronic payment processing for the County at no additional cost to the County. Vendor shall agree that the County shall have access during normal working hours to all necessary facilities, staff, and work space in order to conduct audits. The County shall provide the vendor with reasonable advance notice of intended audits. The vendor shall provide records requested within 10 business days or a mutually agreed upon timeline;
 - iii. Vendor shall comply with federal, state and applicable Williamson County policy regulations regarding payment

Request for Proposals
Electronic Payment Processing

processing and information security including, but not limited to, PCI DSS standards; and

- iv. Williamson County shall retain absolute data access and ownership including return of any data not directly associated with the electronic payment transaction, upon engagement termination.

D. Gateways

Williamson County uses various gateways to integrate with our different functional software applications. (Property Tax, Motor Vehicle, Pet Adoption, Tickets, Reservation, etc.).

1. Describe in detail how your firm can process transactions from various gateways? Provide a list of all payment gateways supported and address all fees for setup, monthly recurring charges and per transactions cost;
2. Describe the process to add additional third-party gateways;
3. Describe in detail how your services are integrated to/with third party software, websites and gateways; and
4. Identify your payment gateway provider(s) and the number of years you have had a relationship with them.

E. Payment Card Industry Data Security Standards

1. Describe your PCI-DSS compliance status and program.
2. How do you maintain your compliance with the PCI standards?
3. Is your organization and all of your contractors, subcontractors and third-party processors, in compliance with all applicable PCI DSS standards? Have you been certified as compliant by a qualified third-party assessor? Please name the assessor.

F. Ecommerce/Experience/Financial History

- a. The Respondent shall have implemented and maintained at least three (3) other accounts of similar scope. Provide details.
- b. The Respondent shall submit the past two (2) fiscal years' financial statements prepared in accordance with generally accepted accounting principles with audited financial statements certified by an outside CPA attached.

NOTE: FINANCIAL STATEMENTS MUST BE AUDITED BY AN

Request for Proposals
Electronic Payment Processing

OUTSIDE FIRM

- c. At a minimum, the proposer shall submit the following:
 - i. Balance Sheet
 - ii. Income Statement
 - iii. Cash Flow Statement
 - iv. All footnotes to the above
- d. The Respondent shall describe technical expertise and capability to process Williamson County's transaction volumes, amounts and information accurately and on time without interruption. The description provided should include enough detail to allow Williamson County to determine whether your firm has the specified experience and other qualifications.
- e. The Respondent shall provide current bond rating applicable at time of submission.

G. Preferred Features

Respondents should provide a description of their ability to provide the following features and services:

- 1. Provide a copy of your standard Service Level Agreement ("SLA") and describe your process for providing solutions for service which does not meet SLA standards.
- 2. The ability to provide United States based software support in accordance with the agreed SLA. This includes the use of a help desk and method of tracking reported issues that is visible to the County.
- 3. Working with County representatives, other County departments or personnel to conduct meetings, as needed, including planning sessions, key employee group briefings, and individual and group briefings.
- 4. Scheduling any maintenance windows affecting Williamson County data or functionality within a pre-determined scheduled downtime.
- 5. Ability to notify the designated Williamson County Department Representative(s) prior to implementation of any upgrades or changes in the system.
- 6. Provision of procedure and training manuals for all system processes, including revised procedure and training manuals at the time of all upgrades

Request for Proposals
Electronic Payment Processing

and system changes implemented.

7. The ability to accept e-checks from credit card companies. Specifically, please describe any limitations in accepting such payments.
8. Reports:
 - a. Describe ability to provide reports that export to Microsoft Excel.
 - b. Describe ability to provide reports that are available 24/7 with no vendor dependencies from the processor to modify, review or manually produce
 - c. Describe ability to provide System Access and reporting managed by individual profile or role-based access.
 - d. Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities, including the process and time required to access historical reports and data. Provide a sample of each detail and summary report available. Detail report retention policy. Detail training for reports.
 - e. Describe how settlement amounts will be listed on a bank statement. Describe how the activity for all County Agencies will be listed.
 - f. Describe ability to provide real-time transaction information include the following information:
 - i. Operator identification number;
 - ii. Last four digits of card or account number;
 - iii. Date and time of transactions;
 - iv. Unique trace or reference number;
 - v. Payment type and payment brand, (for example, MasterCard, VISA, Check, etc.);
 - vi. Accepted/declined status;
 - vii. Sale/return code;
 - viii. Authorization/approval code;
 - ix. Dollar amount of transaction;
 - x. Payment Channel/Origination;
 - xi. Location (i.e. the Tax Office has multiple locations).

Request for Proposals
Electronic Payment Processing

- g. Describe ability to provide access to a website or report that shows batch and summary detail for all receipts received in every line of business. This enables us to look up whether and when specific transactions settled to the bank. This is imperative knowledge that aids us in processing refunds, reporting errors, and identifying chargeback transactions.
 - h. Describe ability to provide accounting balancing reports including daily settlement reports by line of business and by location, detailing:
 - i. Daily card types (and e-checks) used at each location;
 - ii. Transaction amounts per payment type;
 - iii. Receipts per payment type; and
 - iv. Refunds per payment type.
9. Please describe your ability to provide the following additional desired features:
- a. Other payment types offered (PayPal, etc.) and indicate any limitations for acceptance of these payment types (dollar amount, number of transactions, and payment channel, etc.);
 - b. Incorporate the use of payment kiosks. Describe available kiosk solutions;
 - c. Vendor solution should include batch settlement options (i.e. next day funding);
 - d. Spanish-language online payments;
 - e. E-check payments.

H. Unique Williamson County Emergency Services Requirements

- 1. Williamson County's Emergency Services Department has additional requirements within this section that shall be met by a Respondent interested in providing Electronic Payment Services to the Emergency Services Department. While inability to meet these requirements will not deem a vendor ineligible for RFP submission, Williamson County highly values a comprehensive program that meets all County department's requirements.
- 2. In addition to the standard required payment types, the vendor solution for the Emergency Services Department shall have the ability to process chip

Request for Proposals
Electronic Payment Processing

and unchipped Flexible Spending Account (FSA) payment cards and Health Savings Account (HSA) payment cards. Please describe your ability to process these types of payment cards.

I. Ability to Interface with Software Gateways

The respondent shall state its ability to interface with systems listed in **Appendix B**.

The county may purchase a software in the future that requires building an interface. Please describe your ability, policies, and planning process regarding interfacing with other software in the future

IV. Proposal Evaluation and Selection Process

A. 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 must be submitted.

B. Price Proposal

The Respondent must address the pricing scenarios provided in **Appendix C** in its submission of a Price Proposal in response to this RFP. The Price Proposal must 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.

C. References

The Respondent shall provide references from three (3) similar electronic payment processing services customers.

D. Proposal Evaluation and Selection

1. Evaluation

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.

2. Evaluation Committee and Selection Process

All Proposals will be evaluated by a Williamson County Evaluation Committee. The Evaluation Committee may be composed of Williamson 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

Request for Proposals
Electronic Payment Processing

evaluation via telephone or in-person interviews with members of the Evaluation Committee. The Williamson County Evaluation Committee will recommend 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. At such time, the Commissioners Court will award the contract to the overall best Respondent as determined by the Court. 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 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.

E. Evaluation Criteria

Evaluation Matrix	Maximum Score Points
Respondent's Demonstrated Ability to Meet Requirements - Based on responses to Sections III (C), (D), (E), (G), (H) and (I)	40
Pricing - Based on the pricing proposal requested in Appendix C	35
Product Quality, Support, Maintenance, and Warranty	15
References, Reputation, Experience and Bond Rating - Based on responses to Section III(F) and references from Appendix (D)	10
TOTAL	100

Request for Proposals
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APPENDIX A
SIGNIFICANT USERS

Request for Proposals
Electronic Payment Processing

APPENDIX B
CURRENT SYSTEMS

Request for Proposals
Electronic Payment Processing**APPENDIX C****PRICE PROPOSAL**

1. Provide the following pricing for credit cards, debit cards, and e-checks :
 - a. The minimum transaction charge being proposed;
 - b. The blended fee percentage charge being proposed; and
 - c. Any other elements to Respondent's pricing.

2. Specifically outline Respondent's charges for the following transactions:
 - a. A \$200.00 Mastercard credit card charge using a chip card inserted in a chip card reader in person at the county office;
 - b. A \$2.00 Mastercard credit card charge using a chip card inserted in a chip card reader in person at the county office
 - c. A \$200.00 debit card charge using a chip card inserted in a chip card reader in person at the county office;
 - d. A \$2.00 debit card charge using a chip card inserted in a chip card reader in person at the county office
 - e. A \$200.00 Mastercard credit card charge keyed in by the customer through an online portal;
 - f. A \$2.00 Mastercard credit card charge keyed in by the customer through an online portal

APPENDIX A - MERCHANT SERVICES TRANSACTION VOLUME

(All numbers should be considered approximate)

	2016 Qrt 2		2016 Qrt 3		2016 Qrt 4		2017 Qrt 1		Running 4 Quarters		Average Monthly	
CERTIFIED PAYMENTS												
Department	Total Count	Total Amount	Total Count	Total Amount	Total Count	Total Amount	Total Count	Total Amount	Total Count	Total Amount	Total Count	Total Amount
Animal Shelter	839	\$ 42,239.41	918	\$ 41,016.15	988	\$ 54,818.13	898	\$ 40,207.30	3,643	\$ 178,280.99	304	\$ 14,856.75
County Attorney	0	\$ -	24	\$ 3,563.08	202	\$ 29,093.14	202	\$ 46,319.68	428	\$ 78,975.90	36	\$ 6,581.33
County Clerk	3,238	\$ 196,757.98	2,023	\$ 137,552.50	874	\$ 112,374.71	1,088	\$ 15,793.32	7,223	\$ 462,478.51	602	\$ 38,539.88
Constable 1	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Constable 2	13	\$ 1,700.00	11	\$ 6,569.84	13	\$ 1,037.37	9	\$ 5,500.00	46	\$ 14,807.21	4	\$ 1,233.93
Constable 3	15	\$ 6,123.41	13	\$ 1,070.00	8	\$ 880.00	13	\$ 3,007.70	49	\$ 11,081.11	4	\$ 923.43
Constable 4	4	\$ 280.00	3	\$ 210.00	2	\$ 5,931.33	11	\$ 4,606.63	20	\$ 11,027.96	2	\$ 919.00
District Clerk	1,235	\$ 63,745.83	1,330	\$ 75,427.72	1,190	\$ 64,630.18	1,431	\$ 82,247.50	5,186	\$ 286,051.23	432	\$ 23,837.60
EMS	414	\$ 54,191.64	424	\$ 54,868.69	460	\$ 75,286.98	517	\$ 91,438.20	1,815	\$ 275,785.51	151	\$ 22,982.13
Expo Center	0	\$ -	0	\$ -	12	\$ 5,606.32	51	\$ 13,627.67	63	\$ 19,233.99	5	\$ 1,602.83
Justice of the Peace 1	242	\$ 42,885.17	235	\$ 40,018.35	209	\$ 35,245.28	193	\$ 35,671.41	879	\$ 153,820.21	73	\$ 12,818.35
Justice of the Peace 2	537	\$ 60,313.15	444	\$ 49,831.07	362	\$ 45,356.08	441	\$ 55,388.36	1,784	\$ 210,888.66	149	\$ 17,574.06
Justice of the Peace 3	2,149	\$ 385,259.17	1,903	\$ 326,733.30	2,225	\$ 351,753.75	2,833	\$ 443,574.22	9,110	\$ 1,507,320.44	759	\$ 125,610.04
Justice of the Peace 4	814	\$ 168,118.69	993	\$ 185,769.46	848	\$ 158,740.64	1,107	\$ 240,273.62	3,762	\$ 752,902.41	314	\$ 62,741.87
Juvenile Services	150	\$ 12,347.98	130	\$ 9,493.39	108	\$ 6,851.17	133	\$ 10,383.43	521	\$ 39,075.97	43	\$ 3,256.33
Parks & Rec	338	\$ 20,999.67	504	\$ 16,212.50	114	\$ 7,873.32	190	\$ 13,963.00	1,146	\$ 59,048.49	96	\$ 4,920.71
PR Bonds	11	\$ 875.00	83	\$ 2,220.00	405	\$ 5,090.00	583	\$ 6,518.00	1,082	\$ 14,703.00	90	\$ 1,225.25
Road & Bridge	31	\$ 3,665.00	26	\$ 3,091.79	32	\$ 3,655.00	43	\$ 3,860.00	132	\$ 14,271.79	11	\$ 1,189.32
Sheriff Office	290	\$ 5,938.25	282	\$ 6,370.25	233	\$ 4,684.80	310	\$ 5,851.25	1,115	\$ 22,844.55	93	\$ 1,903.71
Tax Office-Motor Vehicle	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Certified Payments Totals	10,320	\$ 1,065,440.35	9,346	\$ 960,018.09	8,285	\$ 968,908.20	10,053	\$ 1,118,231.29	38,004	\$ 4,112,597.93	3,167	\$ 342,716.49

Chase Paymentech (Tyler Technologies)

	Estimated 2016 Qrt 2		Estimated 2016 Qrt 3		2016 Qrt 4		Estimated 2017 Qrt 1	
JP1	272	\$ 10,161.00	272	\$ 10,161.00	272	\$ 10,161.00	272	\$ 10,161.00
JP2	375	\$ 13,888.75	375	\$ 13,888.75	375	\$ 13,888.75	375	\$ 13,888.75
JP3	209	\$ 7,632.25	209	\$ 7,632.25	209	\$ 7,632.25	209	\$ 7,632.25
County Clerk	2,957	\$ 193,862.00	2,957	\$ 193,862.00	2,957	\$ 193,862.00	2,957	\$ 193,862.00
District Clerk	5,121	\$ 186,092.00	5,121	\$ 186,092.00	5,121	\$ 186,092.00	5,780	\$ 266,196.75
Chase Paymentech Totals	8,934	\$ 411,636.00	8,934	\$ 411,636.00	8,934	\$ 411,636.00	9,593	\$ 491,740.75

Bridge Pay (AMS)

County Clerk	0	\$ -	901	\$ 24,559.00	1,411	\$ 41,714.00	1,861	\$ 53,913.50	4,173	\$ 120,186.50	348	\$ 10,015.54
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ALL DEPARTMENT TOTALS	19,254	\$ 1,477,076.35	19,181	\$ 1,396,213.09	18,630	\$ 1,422,258.20	21,507	\$ 1,663,885.54	78,572	\$ 5,959,433.18	6,548	\$ 496,619.43
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APPENDIX B
CURRENT SYSTEMS

	Functions	System	Hardware	Integration	Real-time
JP1	<ul style="list-style-type: none"> • Criminal Case Fees • Civil Case Fees • E-File (Chase) • Warrant 	Odyssey*		<ul style="list-style-type: none"> • Yes (online) No (window) • Yes (online) No(window) • Yes • Yes (online) No (window) 	<ul style="list-style-type: none"> • Yes (online) Yes (window) • Yes (online) Yes (window) • Yes • Yes (online) Yes (window)
JP2	<ul style="list-style-type: none"> • Criminal Case Fees • Civil Case Fees • E-File (Chase) • Warrant 	Odyssey*		<ul style="list-style-type: none"> • Yes (online) No (window) • Yes (online) No(window) • Yes • Yes (online) No (window) 	<ul style="list-style-type: none"> • Yes (online) Yes (window) • Yes (online) Yes (window) • Yes • Yes (online) Yes (window)
JP3	<ul style="list-style-type: none"> • Criminal Case Fees • Civil Case Fees • E-File (Chase) • Warrant 	Odyssey*		<ul style="list-style-type: none"> • Yes (online) No (window) • Yes (online) No(window) • Yes • Yes (online) No (window) 	<ul style="list-style-type: none"> • Yes (online) Yes (window) • Yes (online) Yes (window) • Yes • Yes (online) Yes (window)
JP4	<ul style="list-style-type: none"> • Criminal Case Fees • Warrant 	EDOC*		<ul style="list-style-type: none"> • No (online) No (window) • No (online) No(window) 	<ul style="list-style-type: none"> • No (online) Yes (window) • No (online) Yes(window)
Constable 1	Warrant	Odyssey*		No	No
Constable 2	Warrant	QuickBooks*		No	No
Constable 3	Warrant	RMS*		No	No
Constable 4	Warrant	Odyssey*		No	No
2017 Portal Functions are available, however, will require approval by Elected Official.	<ul style="list-style-type: none"> • Document Access • Fee Based Document Access • Hearing Scheduling • eNotices Email Mgmt 	Odyssey Portal*		Yes	Yes
County Attorney	<ul style="list-style-type: none"> • Bond forfeiture • Hot Checks • PTI • Discovery • Criminal Restorations 	Odyssey*		No, all have different Bureau numbers	
County Clerk	Official Public Records	BridgePay network gateway*	Yes	Yes	Yes
County Clerk	<ul style="list-style-type: none"> • Criminal Case Fees (M) • Civil Case Fees(state) • E-File (Chase) • Warrant (M) 	Odyssey*		<ul style="list-style-type: none"> • No (online) No (window) • No (online) No(window) • Yes • No (online) No (window) 	<ul style="list-style-type: none"> • No (online) Yes (window) • No (online) Yes (window) • Yes • No (online) Yes (window)
District Clerk	<ul style="list-style-type: none"> • Criminal Case Fees • Civil Case Fees • E-File (Chase) • Warrant 	Odyssey*		<ul style="list-style-type: none"> • No (online) No (window) • No (online) No(window) • Yes • No (online) No (window) 	<ul style="list-style-type: none"> • No (online) Yes (window) • No (online) Yes (window) • Yes • No (online) Yes (window)
Tax	Property Tax Motor Vehicle	Orion RTL Texas Department of Motor Vehicles RTS system		No	No
Animal	Pet adoption	Pet Point*		No	No
EMS	Patients	DM Medical Billings		No	
EMS	Medical Records			Mail payment	
GIS	Maps			No	
Room Reservation	Public to rent rooms	Web/Phone Calls Drive- in Payment		No	No
Parks/Expo	Assets Reservation	Max Galaxy*	Yes-Verifone VXR50	No	Need real time. Offered Element's Gateway Solution With choice of processing platforms: Global East, Paymentech, Tsys (Vital), Vantiv
Splash Hamilton HDK	Splash Pad		Yes		

*These systems currently do not allow third party payment integration back to the application

Question and Answers for Bid #1708-179 - Electronic Payment Processing

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

32.

Meeting Date: 08/08/2017

Flexible Base Materials Advertising

Submitted For: Randy Barker

Submitted By: Gary Stone, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Flexible Base Materials Services under IFB #1708-178.

Background

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bid Packet

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gary Stone
Final Approval Date: 08/03/2017

Reviewed By

Randy Barker
Rebecca Clemons

Date

08/03/2017 10:14 AM
08/03/2017 01:50 PM
Started On: 08/03/2017 09:16 AM

Solicitation 1708-178

Flexible Base Materials

Bid Designation: Public



Williamson County, Texas

Bid 1708-178 Flexible Base Materials

Bid Number 1708-178
 Bid Title Flexible Base Materials
 Bid Start Date In Held
 Bid End Date Aug 29, 2017 3:00:00 PM CDT
 Question & Answer End Date Aug 24, 2017 5:00:00 PM CDT

Bid Contact Gary Stone
 Purchasing Specialist I
 512-943-3553
 gary.stone@wilco.org

Contract Duration 1 year
 Contract Renewal 2 annual renewals
 Prices Good for 1 year
 Pre-Bid Conference Aug 21, 2017 10:00:00 AM CDT
 Attendance is optional
 Location: 3151 S. E. Inner Loop, Suite B
 Georgetown, Texas 78626

Bid Comments **Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.**

Item Response Form

Item 1708-178--01-01 - Attach Documents Here

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**
No Location Specified

Qty 1

Description

Attach Documents Here



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1708-178 Flexible Base Materials

**BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 29, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
Aug 29, 2017 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

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

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 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, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

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

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the 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 the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm 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 the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

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

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the 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 Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder 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.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. 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 equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder 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 that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder'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. The 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 Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of these 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

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), 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 IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. 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 IFB and its Addenda (if applicable); and
 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, 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;
 2. The IFB its Addenda; and
 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, 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 Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders 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 this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. 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 the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder 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 the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the 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 Bidder 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 Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the 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 Bidder.

4.10 PROPRIETARY INFORMATION AND THE 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 Bidder does not desire proprietary information in the Bid 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. 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 Bidder, 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 Bidder.

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.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, 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. The Successful Bidder agrees that the 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. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, 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, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the 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 the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the 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(s), unless otherwise agreed by the 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 judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder 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 the County the right to direct the Successful Bidder 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 Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder 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 Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

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

4.18 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.

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) 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 IFB, Contract or any Ensuing Agreement (s) 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 IFB, the Contract or any Ensuing Agreement(s) 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 IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The 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, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder 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(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 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. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The 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.

4.26 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 IFB, the Contract or any Ensuing Agreement(s) 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 hereof 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.

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder 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 the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder 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 Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

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

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the 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 Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) 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 the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder 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 the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
 Email: accountspayable@wilco.org
 Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation 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. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

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

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General Notes and Technical Specifications

Flexible Base

General Information

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less but shall not exceed double the estimated quantity for the contract period. The County is not obligated to purchase any minimum amount. Items will be ordered on an "As Needed" basis.

Invoiced tonnage shall be based on certified scale weights, including moisture, at the time of shipment.

Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration. **Material will be picked up at plant site by Williamson County.** Williamson County reserves the right to evaluate the bids based on estimated County transportation costs.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate zone or combination of zones as may be most advantageous to the County. A primary, secondary, and/or tertiary award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Definition of Terms

County: Williamson County Road and Bridge Division

Contractor: Successful bidder of the attached invitation to bid.

Engineer: County Engineer

Inspector: Employee of Williamson County supplied full time to the contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

Department: Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

Material Quality. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Sampling, Testing, and Inspection. Upon award, the Contractor shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

- Sieve Analysis
- Atterberg Limits on portion passing No. 40
- Standard Proctor – moisture Density Curve
- Triaxial Compressive Strength or CBR test
- Maximum Dry Density (dry tons per cubic yard), ASTM C-29

The material requirements and standard test methods in effect at the time the proposed Contract is advertised, govern. Additional testing may be requested by the County on any and/or all items on this contract.

Material which that has been tested and approved at a supply source or staging area may be re-inspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

ITEM 247 – Flexible Base

Flexible Base shall be Type A, Grade 4 and shall conform to the requirements of Table 1:

Table 1: Material Requirements

Property	Grade 4, Mod 1	Grade 4, Mod 2
Master gradation sieve size (cumulative % retained)		
2 1/2 "	0-10	-
1 3/4 "	10-40	0
7/8 "	20-50	10-35
3/8"	25-65	30-65
# 4	40-85	45-75
# 40	70-100	70-90
#200	-	87-95
Liquid Limit, % Max	35	35
Plastic Index, Max	10	10
Wet ball mill, % Max	40	40
Wet ball mill, % Max Increase passing the #40 sieve	20	20
Min. Compressive Strength, psi		
Lateral pressure 0 psi	35	35
Lateral pressure 3 psi	-	-
Lateral pressure 15 psi	175	175

Flexible Base Bid Tab**Company:**

Bid Items and Estimate of Quantities				
ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 1	80,000	TON	
2	Flexible Base, TxDOT Item 247, Type A Grade 2	160,000	TON	
3	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1	40,000	TON	
4	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2	80,000	TON	

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

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

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder 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 Bid or not to submit a Bid thereon."

Name of Bidder:	<input style="width: 95%;" type="text"/>
Address of Bidder:	<input style="width: 95%;" type="text"/>
Email:	<input style="width: 95%;" type="text"/>
Telephone:	<input style="width: 95%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 95%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 95%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, 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 Bidder*) and
 have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
 on this the day of , 20.

Notary Public in and for
 The State of
 The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCH ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental 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 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p>Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(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>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div> <div style="text-align: right; margin-top: 5px;"> <div style="border: 1px solid black; width: 15px; height: 15px; display: inline-block; text-align: center; line-height: 15px;">5</div> <div style="border: 1px solid black; width: 15px; height: 15px; display: inline-block; text-align: center; line-height: 15px;">6</div> </div>	
4	<p>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> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div> <div style="text-align: right; margin-top: 5px;"> <div style="border: 1px solid black; width: 15px; height: 15px; display: inline-block; text-align: center; line-height: 15px;">5</div> <div style="border: 1px solid black; width: 15px; height: 15px; display: inline-block; text-align: center; line-height: 15px;">6</div> </div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p style="text-align: center;">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.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving 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 governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this 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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNC electronically.		

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Question and Answers for Bid #1708-178 - Flexible Base Materials

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

33.

Meeting Date: 08/08/2017

Economic Development

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Project Columbus Balbo
- e) Mega Site
- f) Texas State Gold Depository

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/03/2017

Reviewed By

Rebecca Clemons

Date

08/03/2017 01:53 PM

Started On: 08/03/2017 10:52 AM

Commissioners Court - Regular Session

34.

Meeting Date: 08/08/2017

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
- b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- c) Discuss the acquisition of real property for CR 176 at RM 2243
- d) Discuss the acquisition of real property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: CR 101
- f) Discuss the acquisition of real property: CR 111
- g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property for County Facilities.
- j) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- l) Discuss the acquisition of a drainage easement for CR 108.
- m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- n) Discuss the acquisition of real property for CR 258.
- o) Discuss the acquisition of real property for Seward Junction SE Loop.
- p) Discuss the acquisition of real property for US 183.
- q) Discuss the acquisition of real property for Hairy Man Rd.
- r) Discuss the acquisition of real property for SW Bypass.
- s) Discuss the acquisition of real property for Crossroad Acres.
- t) Discuss proposed acquisition of real property on CR 138.
- u) Discuss proposed acquisition of real property at Highland Springs Lane.
- v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
- y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
- z) Discuss the acquisition of Real Estate for Tower Site.

B. Property or Real Estate owned by Williamson County

1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible sale of 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 123.
- i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/03/2017

Reviewed By

Rebecca Clemons

Date

08/03/2017 01:53 PM

Started On: 08/03/2017 10:51 AM