

Solicitation 1812-283

Emergency Generator And Automatic Transfer Switch Preventive Maintenance, Repair

Bid Designation: Public



Williamson County, Texas

Bid 1812-283

Emergency Generator And Automatic Transfer Switch Preventive Maintenance, Repair

Bid Number	1812-283
Bid Title	Emergency Generator And Automatic Transfer Switch Preventive Maintenance, Repair
Bid Start Date	In Held
Bid End Date	Jan 2, 2019 3:00:00 PM CST
Question & Answer End Date	Dec 28, 2018 3:00:00 PM CST
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-943-1553 johnny.grimaldo@wilco.org
Contract Duration	36 months
Contract Renewal	2 annual renewals
Prices Good for	Not Applicable
Bid Comments	Williamson County is searching for qualified firms to submit proposals for the provision of emergency generator and automatic transfer switches preventative maintenance and repair and rental of generators as needed in various facilities maintained by Williamson County located in Georgetown, Texas.

Item Response Form

Item	1812-283--01-01 - Please attach all documents to this line
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Williamson County, Texas <u>No Location Specified</u>

Qty 1

Description

Please attach all documents to this line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1812-283

**Emergency Generator And Automatic Transfer Switch Preventive
Maintenance, Repair**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jan 2, 2019 3:00:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:
Jan 2, 2019 3:00:00 PM CST**

Notice is hereby given that sealed Proposals 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 proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

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

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 Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- 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 above for this RFP, to:

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

- o Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - o Respondent should submit one (1) original.
 - o Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - o Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - o Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
- All submitted questions with their answers will be posted and updated on www.bidsync.com.
- It is the Respondent'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.
 - o Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - o The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.



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 its 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 AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent 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. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 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.

2.9 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.

2.10 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 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 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).

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

3.15 REFERENCES

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 AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

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:	
Address of Respondent:	
Email:	
Telephone:	
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.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	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.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDS SYNC electronically;

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

Williamson County
3101 S.E. Inner Loop
Georgetown, TX 78628

REQUEST FOR PROPOSALS

Emergency Generator and Automatic Transfer Switch Preventive Maintenance,
Repair and Rental Services

RFP # 1812-283

TABLE OF CONTENTS

1. Proposal Information:

Attachment A	Emergency Generators and Automatic Transfer Switches Preventive Maintenance, Repair, and Rental Services Contract (hereinafter referred to as "Services Contract") (to be executed by the parties upon award)
Attachment B	Facilities, Equipment List, Compensation and Fees
Attachment C	Not Included
Attachment D	Bid References
Attachment E	Contractor's Qualifications Form
Attachment F	Inspection Checklist – Emergency Generator and Automatic Transfer Switch (to be included as 'Exhibit B' to the Services Contract)
Attachment G	Generators Calendar
Attachment H	RFP Checklist

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SECTION I SCOPE

SCOPE: Pursuant to Texas Government Code Section 2165.001, Custodianship of State Property, and Section 2156.121, Use of Competitive Sealed Proposals, Williamson County is requesting proposals for the provision of emergency generator and automatic transfer switches preventative maintenance and repair and rental of generators as needed in various facilities maintained by Williamson County located in Georgetown, Texas.

CONTRACT TERM: Services shall be for a period beginning on or after October 1, 2018, and shall expire on or before September 30, 2021. The Contract may be renewed for two (2) additional one (1) year period, provided that renewal is executed prior to expiration of the current contract term. Any renewals shall be in writing and at the same terms and conditions, plus any approved changes.

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, county office consolidations, or any other disruption of current appropriations, provisions of the Termination Article in the Services Contract shall apply.

WORKING HOURS: Contractor shall perform the services during normal working hours of 7:00 a.m. – 4:00 p.m., Monday through Friday. Contractor may perform work at hours other than normal business hours at the direction of the Contract Administrator. Overtime will not be paid without prior written approval from Williamson County Contract Administrator.

SCHEDULE OF EVENTS:

The solicitation process for this Request for Proposal (RFP) will proceed according to the following schedule. Williamson County reserves the right to change the dates in the Schedule of Events set forth above upon notification to prospective Respondents posted in the form of an Addendum on Bidsync: <http://bidsync.com>

EVENT	DATE
Issue RFP	
Mandatory Pre-Proposal Conference #1 OR (Respondents are required to attend only one of the scheduled meetings)	NA
Mandatory Pre-Proposal Conference #2	NA
Deadline for Submission of Questions	December 28, 2018
Deadline for Submission of Proposals/RFP Opening	January 2, 2019
Expected Award of Contract	TBD
Expected Contract Start Date	TBD

b) PRE-PROPOSAL CONFERENCE:

Emergency Generator and Automatic Transfer Switch
Preventative Maintenance, Repair and Rental Services
Williamson County, TX
RFP # 1812-283

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SECTION II STATEMENT OF WORK

1. **DEFINITIONS:** The following definitions below apply to this Request for Proposal:

Best and Final Offer (BAFO)	A formal request made to acceptable or potentially acceptable Respondents for revision to the originally submitted proposal.
Contract	The Emergency Generators and Automatic Transfer Switches Preventative Maintenance, Repair, and Rental Services Contract referred to in this RFP as <u>Attachment A – Services Contract</u> which will be executed upon award.
Contract Administrator	The individual designated by Williamson County to represent Williamson County during the performance of the Contract, further defined below.
Contractor	The individual, partnership or corporation whose proposal is accepted and who enters into a Contract with Williamson County.
BidSync	The designated website where Williamson County post formal solicitations (over \$25K), addenda to posted solicitations, and awards. The website for the BidSync can be found: http://bidsync.com
Respondent	An individual, partnership or corporation that responds to this RFP.
RFP	Request for Proposal

2. **SERVICE REQUIREMENTS:**

- A. Contractor shall provide inspections, preventative maintenance, remedial repair, and emergency repair for thirteen (13) emergency generators and associated automatic transfer switches in various county-owned facilities in Williamson County, Texas, as listed in Attachment B – Facilities, Equipment List, Compensation and Fees. Contractor shall provide the labor, materials, equipment, tools and transportation required to perform these services as stated in Attachment A – Generator Services Contract.
- B. Contractor shall provide, mobilize and connect rental generators that are equivalent to existing generators along with cables on an as-needed basis. Mobilization shall occur within two (2) business hours of notification. Rental generators shall be fueled with a minimum of 50% fuel capacity upon arrival and shall accept #2-off road diesel fuel. Generators shall be provided at the rates proposed in Attachment B – Facilities, Equipment List, Compensation and Fees.
- C. Williamson County may, from time-to-time, initiate projects and identify the need for emergency generators and associated automatic transfer switch installation, repair and/or maintenance services to Contractor and document such services through a separate document (hereinafter referred to as a "Delivery Release"). Such Delivery Releases will constitute amendments to the Contract, subject to the terms, and conditions set forth in the Contract, and shall include a description of the project assignment, scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at or before the time of such Delivery Release. Any work completed by Contractor without a Delivery Release will not be paid for by Williamson County.
 - a. Contractor understands and agrees that no guaranteed minimum number of Delivery Releases will arise from the Contract.

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Williamson County shall designate a "Contract Administrator" for the Contract who will serve as the point of contact between Williamson County and Contractor. The instructions of the Contract Administrator and/or the Contract Administrator's designated representative (hereinafter collectively the "Contract Administrator") are to be strictly and promptly followed by Contractor at all times. The Contract Administrator is to have free access to Contractor's supplies, equipment, and work product at all times for inspection and audit. Contractor is to afford the Contract Administrator all necessary assistance during those inspections and/or audits. The Contract Administrator will decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work. The Contract Administrator will determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator during the progress of the Contract, to:

- i. Discover or reject unacceptable work;
- ii. Discover work not in accordance with the Contract; or
- iii. Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with Williamson County's Contract Administrator. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson's County Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.

6. PERFORMANCE REQUIREMENTS:

Contractor's performance shall include, but not be limited to, the following when performing services.

- a. Contractor must have a minimum of one (1) National Institute of American Service Excellence (ASE) certified diesel mechanic on staff in the Williamson County area, as stated in Subsection (d) below;
- b. Contractor must have a minimum of one (1) licensed master electrician on staff or on retainer to provide services for this Contract;
- c. Contractor must have a minimum of ten (10) years business and technical experience performing services in populated office buildings; and
- d. Contractor must maintain a branch/office within one (1) hour of Williamson County throughout the duration of this Contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

e. QUARTERLY or LEVEL 1 INSPECTIONS:

Contractor shall be responsible for performing quarterly inspection services on the emergency generators and automatic transfer switches as indicated in the equipment list in Attachment B – Facilities, Equipment List, Compensation and Fees. All quarterly inspections performed by Contractor are to be scheduled via e-mail to the Contract Administrator at least fifteen (15) business days in advance of the proposed scheduled date of work. All quarterly inspections must be completed during Williamson County's first (1st), third (3rd) and fourth (4th) quarter, outlined in Attachment G – Generator Calendar. A completed quarterly inspection service performed by Contractor shall include a submitted electronic copy report addressing issues, any deficiencies found, recommended or needed software updates, and corrective measures to include, but not limited to, the following and in accordance with Attachment F – Inspection Checklist – Emergency Generator and Automatic Transfer Switch:

- a. Lubrication is to be inspected to include, but not be limited to:
 - i. system leaks;
 - ii. oil levels; and
 - iii. filters.
- b. Cooling System is to be inspected to include, but not be limited to:
 - i. leaks;
 - ii. water level;
 - iii. DCA/antifreeze;
 - iv. filters;
 - v. hoses;
 - vi. belts;

- vii. cooling fins;
 - viii. block heater;
 - ix. pillow block; and (10)complete cooling service.
- c. Fuel System is to be inspected to include, but not be limited to:
 - i. leaks;
 - ii. filters;
 - iii. lines;
 - iv. tank levels;
 - v. transfer pump;
 - vi. water separators;
 - vii. solenoid;
 - viii. wiring; and
 - ix. governor.
- d. Ignition System is to be inspected to include, but not be limited to:
 - i. plugs;
 - ii. points, condenser;
 - iii. cap, rotor;
 - iv. wiring, coil; and
 - v. corrosion.
- e. Exhaust System is to be inspected to include, but not be limited to:
 - i. leaks;
 - ii. condensation;
 - iii. turbo charger;
 - iv. flex pipe; and
 - v. rain cap.
- f. Housing/Cabinets are to be inspected to include, but not be limited to:
 - i. general overall condition;
 - ii. fit; and
 - iii. decals.
- g. DC – Electrical is to be inspected to include, but not be limited to:
 - i. batteries;
 - ii. water level;
 - iii. specific gravity;
 - iv. terminals;
 - v. cables;
 - vi. engine safeties annunciator;
 - vii. batter charge rate; and
 - viii. battery replacement (occurs every three (3) years, starting in 2019. Quarterly report must include: Condition of battery and make/model numbers).
- h. AC – Electrical is to be inspected to include, but not be limited to:
 - i. brushes, generator, regulator;
 - ii. instruments, meters;
 - iii. circuit breakers;
 - iv. automatic transfer switches;
 - v. contacts exerciser clock; and
 - vi. remote annunciators.
- i. Operational tests to be inspected include, but not be limited to:
 - i. no load test;
 - ii. voltages;
 - iii. frequency;
 - iv. time delays;
 - v. oil pressure; and
 - vi. engine temperature.

- j. Software update(s) to be inspected include, but not limited to:
 - i. Contractor must notify the Contract Administrator in writing no more than three (3) business days after the completion of the quarterly inspection of any recommended or needed software updates. (Report must include recommended upgrades, how to upgrade the software to ensure latest version of software, and any additional valuable information to assist the Contract Administrator).
- k. Generators must be exercised under available load for a minimum of forty-five (45) minutes. Start and stop time must be reported on the quarterly report. A successful test is one in which the generator:
 - i. Achieves the minimum exhaust gas temperature for the quarterly testing as indicated in the equipment owner's manual; or
 - ii. Operates at normal temperature while running at no less than the 30% of the nameplate KW rating.

f. **ANNUAL or LEVEL 2 INSPECTIONS:**

Contractor shall be responsible for performing annual inspection services on the emergency generators and automatic transfer switches. Contractor is responsible for oil, filters, batteries, block heater, belts, hoses, lamps, and antifreeze replacements and associated costs. Annual Inspections must include the Quarterly inspection items above and the annual inspection content indicated below. All transfer tests must be scheduled, via e-mail to the Contract Administrator, at least fifteen (15) business days in advance. Annual inspections must be completed during Williamson County's second (2nd) quarter. Transfer tests may be required to be performed after 3:00 PM. An annual inspection shall include a typed report on all the elements of the quarterly inspection and quarterly report together with operational tests to be performed to include the following:

- a. transfer of loads;
 - b. load bank test (using the current industry standard);
 - c. oil change;
 - d. block heater or block heater element replacement, whichever is most feasible and approved by the Contract Administrator. (Occurs every two (2) years, starting in 2019. Annual report must include: Condition of block heater and make/model number).
 - e. belt and coolant system hoses replacement, including clips and clamps (occurs every four (4) years, starting in 2019);
 - f. antifreeze change;
 - g. filter changes to include, but not be limited to, the following:
 - i. oil;
 - ii. fuel; and
 - iii. air breather.
 - h. Replace indicator lamps on automatic transfer switches equipped with indicator lights; and
 - i. Fuel testing and sampling (Annual report must include: Completion date and copy of the results from the certified vendor that completed the analyses of the fuel testing).
 - i. All fuel analyses must be performed by a certified laboratory.
- If a generator fails the annual testing, annual testing may be repeated if requested by the Contract Administrator. If the generator test is repeated due to failure, it should be operated under a load supplied by a load bank (i.e. load bank testing) for two continuous hours each year. During this two-hour period, the unit should be operated as follows:
 - a. Less than or equal to 25% of the nameplate KW rating for 30 minutes;
 - b. Greater than 25% but less than or equal to 50% of the nameplate KW rating for 30 minutes;
 - c. Greater than 50% but less than 75% of the nameplate KW rating for 60 minutes; and
 - d. Greater than 75% of the nameplate KW rating for 75 minutes.

g. **TRIENNIAL or LEVEL 3 INSPECTIONS:**

Contractor shall be responsible for performing annual inspection services on the emergency generators and automatic transfer switches. Contractor is responsible for oil, filters, batteries,

block heater, belts, hoses, lamps, and antifreeze replacements and associated costs. Triennial Inspections shall include the Quarterly and Annual inspection items above and the triennial inspection content as indicated below. All transfer tests must be scheduled, via e-mail to the Contract Administrator, at least fifteen (15) business days in advance. Triennial inspections must be completed during Williamson County's second (2nd) quarter, starting in year 2020. Transfer tests may be required to be performed after 3:00 PM. The Triennial inspection shall include a typed report on all the elements of the annual and quarterly inspection report together with operational tests to be performed to include the following:

- a. Starting System is to be inspected to include, but not be limited to:
 - i. Replace and verify proper operations of alternator belts - (Report must include: Condition of alternator belts and make/model number); and
 - ii. Replace and verify proper operations of fan drive belts - (Report must include: Condition of alternator belts and make/model number).
- b. Colling System is to be inspected to include, but not be limited to:
 - i. Replace and verify proper operation of coolant – (Report must include: Brand of coolant and quantity of new coolant added);
 - ii. Replace and verify proper operation of thermostats and gaskets – (Report must include: Brand of thermostat and gaskets, size of gaskets, and condition of replaced thermostats and gaskets); and
 - iii. Replace and verify proper operations of fan belts – (Report must include: Brand, size, make and model of fan belts); and
 - iv. Replace and verify proper operations of hoses to include, but not limited to:
 1. Upper radiator hoses;
 2. Lower radiator hoses;
 3. Block heater hoses; and
 4. Other coolant hoses.
- c. Air Induction and Exhaust System is to be inspected to include, but not be limited to:
 - i. Replace and verify proper operations of air filters – (Report must include: Type, Brand, make and model of air filter).
- d. Transfer Switch Maintenance is to be inspected to include, but not be limited to:
 - i. Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration;
 - ii. Check and tighten all controls circuit wiring terminals;
 - iii. Check manual switches for free movement and contract continuity;
 - iv. Check all time delay settings and adjust to the customer's specifications;
 - v. Check condition of main and arcing contacts and auxiliary contacts;
 - vi. Check all common and ground wires. Measure and record resistance to ground readings;
 - vii. Check luck connections and mounting insulator bolts (de-energized switch); and
 - viii. Check for proper transfer operations and sequencing of time control relays.
- h. **INSPECTION REPORTS:**
 All inspection reports must be submitted to Contract Administrator within three (3) business days of completion. The attached Attachment F – Inspection Checklist – Emergency Generator and Automatic Transfer Switch (or equal, and shall be submitted to the Williamson County Contract Administrator for approval prior to use) shall be used as the basis for both quarterly inspection and annual inspection reports.
- i. **NOTICE OF DEFECTS:**
 Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

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7. **NON-EMERGENCY RESPONSE TIME:**

Contractor shall respond and arrive on-site to a non-emergency repair requirement sent out by the Contract Administrator, within seven (7) business days. The non-emergency repair must be scheduled, via e-mail to the Contract Administrator, at least five (5) business days after receiving a call from the Contract Administrator.

8. **EMERGENCY RESPONSE TIME:**

Contractor shall respond and arrive on-site to an emergency repair requirement sent out by the Contract Administrator, within a two (2) hour time period. Contractor is expected to maintain an "on call" contact for emergency responses at all times. All repairs must be completed and the generator returned to service within the timeframe agreed upon by Contract Administrator and Contractor, unless the Contractor has received prior written approval from the Contract Administrator for additional time. To receive a time extension, the Contractor shall notify the Contract Administrator for the requested time extension. Contract Administrator will acknowledge all such requests and approve in writing. The Contract Administrator may request any additional information deemed necessary to make a decision regarding a requested time extension. Contractor may start work without a Delivery Release number on Emergency work only. Contractor is responsible for ensuring a work order number is received prior to performance of work.

9. **CALLBACK:**

For the purposes of evaluating performance under this Contract, a "Callback" is defined as a failure due to the mechanic's inability, negligence, or lack of knowledge to correct a problem. All Callbacks shall be responded to in thirty (30) minutes or less.

10. **PERFORMANCE STANDARDS, CODES, AND OTHER REGULATORY REQUIREMENTS:**

All work performed by Contractor shall be in accordance with the International Mechanical Code, National Electrical Code, state and federal laws and the manufacturer's standard recommendation manuals for service and repair.

11. **SERVICE MANUALS:**

Contractor shall ensure all operating manuals for equipment listed in Attachment B – Facilities, Equipment List, Compensation and Fees are in place.

12. **SECURITY AND IDENTIFICATION:**

Contractor shall abide by all procedures and rules as conveyed by Williamson County Contract Administrator regarding security requirements of the property where work is to be performed. Contractor employees must wear either uniforms or appropriate clothing identifying them as employees of the Contractor at all times when working at any Williamson County property. Shorts, muscle shirts, and/or sandals shall not be worn at any time while conducting work under this contract. Contractor personnel must have a Williamson County supplied identification badge visible at all times when working in any Williamson County property, if applicable.

13. **CONTRACTOR ACCESS:**

Access routes, entrance gates or doors, parking and storage areas, and other necessary Contractor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's employee, vehicles, or equipment enter or move upon any area not authorized by Williamson County's Contract Administrator for access by Contractor.

14. **EXAMINATION OF PREMISES:**

Contractor shall be held to have examined all properties at which the work will take place and to be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during the performance of services under this Contract.

15. **EXISTING UTILITIES AND STRUCTURES:**

Contractor shall adequately protect the work, Williamson County's property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Williamson County Contract Administrator and subsequently repair or restore all services to the satisfactory approval of Williamson County Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are

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restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Williamson's County Contract Administrator may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of Williamson County Contract Administrator, Contractor shall have permission to utilize air, water, gas, steam, electricity, and similar items of expense from existing resources on Williamson County property.

16. **WASTE REMOVAL:**

Contractor will be allowed to store materials and equipment in performance of the Contract only if space is available in each building. Storage space will be arranged through the Contract Administrator. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all waste packaging material associated with services being performed which may include, if applicable, the rental of a waste receptacle associated with this Contract. If needed, site placement of the waste receptacle shall be approved by the Contract Administrator. Dispensing of oil, antifreeze, batteries, or other waste removal items shall be documented and completed in accordance with standard regulations. All waste removal shall be documented and made available to the Contract Administrator, upon request.

17. **DISPOSAL OF SALVAGEABLE ITEMS:**

Contract Administrator shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Owner. Disposal may include depositing in a central location for salvage by the Owner or delivery to the Owner's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator.

18. **TOBACCO FREE:**

All Williamson County properties are tobacco free. Contractor's employees are prohibited from using tobacco in all areas while performing work under this contract on any Williamson County property.

19. **CHEMICALS:**

Contractors and subcontractors shall provide Contract Administrator with a legible Material Safety Data Sheet (MSDS) on all chemicals used or brought onto Williamson County property. MSDS's shall be submitted to Contract Administrator prior to the start of work or upon request.

20. **OPERATIONS AND MAINTENANCE MANUALS:**

Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

21. **TRAINING OF WILLIAMSON COUNTY PERSONNEL:**

Contractor shall provide training to Williamson County designated personnel for all mechanical equipment and parts installed, upon request by the Contract Administrator.

22. **TRAVEL TIME:**

Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative logs the start and completion time on the service ticket for the services performed. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator. Contractor shall provide the following information on the service ticket: building name, Williamson County representative, and name of Contractor's employee performing the work.

23. **FREIGHT AND SHIPPING COSTS:**

Freight and shipping costs are not an allowable expenses under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

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SECTION III PROPOSAL REQUIREMENTS

1. PROPOSAL INFORMATION:

A. SUBMISSION REQUIREMENTS:

Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the sections listed below in Section 4(d).

i. Respondents shall submit one (1) original:

1. Attachment B – Facilities, Equipment List, Compensation and Fees;
2. Attachment C – Not Included;
3. Attachment E – Contractor's Qualifications Form;
4. Attachment F – Inspection Checklist – Emergency Generator and Automatic Transfer Switch;
5. Acknowledgement of Addenda, if applicable;
6. Litigation History;
7. Bid Bond; and
8. All other documentation required for this proposal.

B. COSTS:

Respondents to this RFP are responsible for all costs of proposal preparation and delivery.

C. PUBLIC INFORMATION:

Williamson County will not consider any proposal that bears a copyright. Williamson County will strictly adhere to the requirements of Chapter 552 of the Texas Government Code (the "Texas Public Information Act") regarding the disclosure of public information. As a result, by participating in this solicitation process, Respondent acknowledges that all information, documentation, and other materials submitted in response to this solicitation may be subject to public disclosure under the Texas Public Information Act. Williamson County does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. Williamson County assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondent. If it is necessary for Respondent to include trade secrets or proprietary or otherwise confidential information in its proposal, Respondent must clearly mark in bold red letters the term "**CONFIDENTIAL**" using at least **15 point font**, on that specific part or page of the submittal which Respondent believes to be confidential. All proposals and parts of proposals that are not marked confidential will be automatically considered to be public information. Should trade secrets or proprietary or otherwise confidential information be included in the submitted CD, as referenced in Section III, Proposal Requirements, par. 1(a), Submission Requirements, Respondent should mark the CD with the word "**CONFIDENTIAL**." If Williamson County receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act. If Williamson County receives a public information request for proposals and parts of proposals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act.

D. CONTENTS:

Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information may be rejected. Williamson County reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of Williamson County.

1. COMPANY INFORMATION: <5 pts>

- a. Including, but not limited to the following:
- b. company description;
- c. ownership information;
- d. physical and mailing address;
- e. other company locations/offices;

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- f. primary contact; and
- g. office, mobile telephone number(s) and email of company's primary contact.

2. **COMPENSATION AND FEES: <65 pts>**

- a. Include pricing on the Attachment B – Facilities, Equipment List, Compensation and Fees.
- b. Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.

3. **Relevant Experience and Qualifications: <20 pts>**

- a. Complete and submit Attachment E – Contractors Qualifications Form. Respondent should also provide a free-form narrative that describes, in detail, any relevant qualifications not provided on Attachment E – Contractors Qualifications Form.
- b. The following minimum requirements are required of Respondents:
 - i. Certificate of Authority to do business in Texas;
 - ii. Demonstration that the Respondent has successfully been in business or the principals shall have had ownership/executive management in a previous company with comparable type experience, for the services solicited in this RFP;
- c. Demonstration of Respondent's relevant experience for the type of work solicited in the RFP.
- d. Names of top management, key personnel and each personnel's duties, including each personnel's background and experience.
- e. Organizational chart illustrating roles and responsibilities of key management and personnel assigned to provide services under the Contract;
- f. Demonstrate ten (10) years business and technical experience performing relevant services in populated buildings;
- g. Provide names and resumes of personnel that will perform services under this Contract that have National Institute of American Service Excellence (ASE) diesel mechanic certification;
- h. Provide names and resumes for the licensed master electrician(s) that will be performing services under this Contract; and
- i. Contractor must maintain a branch/office within one (1) hour of Williamson County throughout the duration of this Contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

4. **PROPOSED METHODOLOGY: <5 pts>**

- a. A detailed plan outlining the methodology intended to be employed by the Respondent that demonstrates the processes of implementation regarding the requirements of the Contract. This shall include, but not be limited to:
 - i. Explanation of processes and techniques used to understand and calculate costs to provide the services under this Contract;
 - ii. Explanation how problems encountered will be diagnosed and remedied;
 - iii. value engineering;
 - iv. maintaining budgets;
 - v. ensuring employee retention;
 - vi. training and certification requirements for employees;
 - vii. provide plan as to how equipment maintenance schedules will be maintained;
- b. Provide plan on how unscheduled service calls will be received and routed to maintain response times as per contract requirements;
- c. Provide number of staff and their roles that will be assigned to support this contract;

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- d. Company workload in proportion to the services outlined in the Contract;
- e. Coordination of work with partners/affiliates/subcontractors; and
- f. Explain communication procedures regarding problems encountered or completed projects status to the Contract Administrator.

5. **QUALITY CONTROL & SAFETY PROGRAM: <5 pts>**

a. **Quality Control/Quality Assurance:**

- i. The Respondent shall provide the name and job title of the person in the organization who oversees the quality assurance program. Respondent shall describe its quality assurance program, quality requirements and means of measurement and shall provide process flow charts on how quality is maintained and achieved. The Respondent shall describe its policy regarding establishing quality control processes similar to the International Standard Organization (ISO) 9000 and other in-place controls for adherence to budget, quality, safety and schedule. Williamson County reserves the right to require a copy of the quality assurance manual and quality control processes which, if awarded the Contract, must be maintained by Contractor during the term of the Contract.

b. **Contractors Safety Record:**

- i. The Respondent shall provide its workers' compensation experience modification rate - EMR - for the last five (5) years as part of the proposal. This shall be submitted by Respondent's insurance carrier on their letterhead. In addition, Respondent shall provide the name and job title of the person in the organization who manages the safety program and a description of such program. Williamson County reserves the right to require a copy of the safety manual, which shall be maintained by Contractor during the term of the Contract.

6. **EXECUTION OF PROPOSAL: <P/F>**

- a. The Attachment C – Execution of Proposal shall be completed as directed, signed by the individual or an authorized agent of the business entity submitting the proposal, and returned with the proposal. Failure to sign where indicated may result in disqualification of proposal.

7. **LITIGATION HISTORY: <P/F>**

- a. Provide details of all litigation history, including but not limited to administrative claims and proceedings and arbitration within the past five (5) years.
- b. Respondents involved in litigation, depending upon the circumstances of the litigation, may be disqualified at the sole discretion of Williamson County.

8. **REFERENCES: <P/F>**

- a. Include a minimum of three (3) references on Attachment E – Contractors Qualifications Form from clients for whom similar services were performed or products were provided.
- b. Include project description, contact names, position, company name, telephone number, and email address for each reference.

2. **Order Precedence:**

- A. In the event of conflicts or inconsistencies between this RFP and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Attachment A - Service Contract;
- ii. Request for Proposal (includes all remaining Attachments), and
- iii. Respondent's response to Request for Proposals.

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Attachment B:**FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES**

Respondent Name: _____

Quarterly, annual and triennial inspections; generator locations; and Unit Price Bidding Sheet: Williamson County reserves the option to add facilities/generators to this Contract that are similar in scope, at the contract rates. The facilities are listed as follows:

#	Facility Name Address Make Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly, Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes / No
1.	Round Rock Annex Bldg A 211 Commerce Cove, Round Rock Baldor Model #IDLC80-J2S, Serial #P0508290007, 180 kW Diesel	\$	\$	\$	\$	
2.	Central Maintenance Facility 3151 SE Inner Loop, Georgetown Onan Model #GGFB-3388565, Serial #B000062477, 35 kW NG	\$	\$	\$	N/A	
3.	Juvenile Justice Center 200 Wilco Way, Georgetown Generac Model #2254270400, Serial #2066635, 200 kW Diesel	\$	\$	\$	\$	
4.	Emergency Services Operations Center 911 Tracy Chambers Lane, Georgetown Cummins Model #DQFAD-1206664, Serial #F120358177, 1000 kW Diesel	\$	\$	\$	\$	
5.	South Jail 508 Rock St, Georgetown Generac Model #SD0400KG22125D18HPYY3, Serial #9159996, 400 kW Diesel	\$	\$	\$	\$	
6.	North Jail 508 Rock St, Georgetown Cummins Model #DFLE-5583568, Serial #K020442322, 1500 kW Diesel	\$	\$	\$	\$	
7.	Georgetown Health Dept 102 W. 3 rd St, Georgetown Sentry Pro Model #SPL-1000-325, Serial #AH 2-200, 109 kW Diesel	\$	\$	\$	\$	
8.	Taylor Health Dept. 115 W. 6 th St., Taylor Baldor Model #IDLC-150-JD, Serial # P071015001, 150 kW Diesel	\$	\$	\$	\$	
9.	Cedar Park Annex 350 Discovery Blvd, Cedar Park Shindaiwa Model # DGK45C, Serial #71041-0000471, 36 kW Diesel	\$	\$	\$	\$	

Attachment B:**FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES**

#	Facility Name Address Make Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly, Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes / No
10.	WCCHD 355 Texas Ave, Round Rock Cummins/Onan Model #C35 D6, Serial # K170274292, 35 kW Diesel	\$	\$	\$	\$	
11.	North Campus- Impound Yard 3181 SE Inner Loop, Georgetown Kohler Model #15REOZK, Serial #SGM32JKH7, 15 kW Diesel	\$	\$	\$	\$	
12.	North Campus – EMS Training 3189 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #SGM32JKJW, 80 kW Diesel	\$	\$	\$	\$	
13.	North Campus – Fuel Station 3161 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #TBD, 80 kW Diesel	\$	\$	\$	\$	

Attachment B:**FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES****GENERATOR RENTAL RATES – As Needed*******

Generator Size	Daily	Weekly	Monthly
35 KW			
200 KW			
400 KW			
1000 KW			
1500 KW			

Cables	Daily	Weekly	Monthly
4/0 Cable, 50' Length			
4/0 Female Pigtales			
4/0 Male Pigtales			

***Performed three (3) times per year in 1st, 3rd & 4th quarters.**

****Performed once per year and includes quarterly inspection done in the second quarter**

*****Performed once during the second quarter every third year with first service in 2020.**

******Indicate Yes (Y) or No (N) in dedicated column for each listed generator, if site visit occurred prior to bid submission.**

*******Pricing includes mobilization, delivery, hook-up, disconnect, and pick-up fees.**

ADDITIONAL SERVICES – Labor and Material for Remedial Repairs*

Labor – Remedial Repairs:

Hourly Labor Rate for contracted services – The following prices are for services that are not included in the quarterly, annual inspections, or triennial services due to unusual inspection/preventative maintenance fees, quoted above, are combined fees that should not be double billed.

Labor Rate for Service:	Hourly Rate
Normal Working Hours – Remediate Repairs	\$
Overtime Hours – Outside of normal working hours	\$

Materials – Remedial Repairs:

Materials not covered under quarterly, annual or triennial inspections:

- Contractor shall invoice at MSRP/List* price less _____ percent.

Materials purchased at local retail suppliers by Contractor field staff:

- Contractor shall invoice at cost (sales receipt/invoiced price).

*******MSRP/List – Williamson County reserves the right to request from Contractor any published or printed catalog that reflects MSRP/List price for verification purposes.**

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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:

Attachment E**Contractor's Qualifications Form**

Company Profile:					
Company Name					
Federal EIN #					
Other Company Locations:					
List:					
Length of Time Company has been in business:		Year		Months	
Has company done business under a different name, give name and location:					
Name			Location:		
# of Full-Time Employees:			# of Part-Time Employees:		
# of Service Technicians:			# of Electricians:		
Has company failed to complete or defaulted on a contract?					
No:		Yes		If Yes, explain below:	
Explanation:					
Local Branch/Office Location:					
Street Address:					
City:			Zip:		
Length of Time Branch Office has been in operations:		Year		Months	
Geographical Coverage Area (Cities or Counties Supported by Branch):					
List:					
# of Full-Time Employees:		# of Part-Time Employees			
Total # of Service Tech in Local Branch/Office					
Estimated Number of Service Techs assigned to support contract:					

Individual Qualifications Assigned to Contract:	
Name:	Licenses/Certifications:
1	
2	
3	
4	
5	
6	

Generator Location	FY 19				FY 20				FY 21			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Round Rock A												
Central Maintenance												
Juvenile Justice Center												
ESOC												
Jail - South												
Jail - North												
Georgetown Health Dept												
Taylor Health Dept												
Cedard Park Annex												
TX Ave - WCCHD												
North Campus - Impound												
North Campus - EMS												
North Campus - Fuel Station												

Williamson County, Texas
Attachment G
Generator Schedule

Bid 1812-283

Generator Location	FY 19 and FY 21												FY 20											
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept
Round Rock A	Q			A			Q			Q			Q			T			Q			Q		
Central Maintenance	Q			A			Q			Q			Q			T			Q			Q		
Juvenile Justice Center		Q			A			Q			Q			Q			T			Q			Q	
ESOC		Q			A			Q			Q			Q			T			Q			Q	
Jail - South	Q			A			Q			Q			Q			T			Q			Q		
Jail - North	Q			A			Q			Q			Q			T			Q			Q		
Georgetown Health Dept	Q			A			Q			Q			Q			T			Q			Q		
Taylor Health Dept	Q			A			Q			Q			Q			T			Q			Q		
Cedard Park Annex		Q			A			Q			Q			Q			T			Q			Q	
TX Ave - WCCHD	Q			A			Q			Q			Q			T			Q			Q		
North Campus - Impound		Q			A			Q			Q			Q			T			Q			Q	
North Campus - EMS		Q			A			Q			Q			Q			T			Q			Q	
North Campus - Fuel Station		Q			A			Q			Q			Q			T			Q			Q	

* Q = Quarterly or Level 1 Inspections

** A = Annually or Level 2 Inspections

*** T = Triennial or Level 3 Inspections

**** Last month of each Quarter - December, March, June and September - held for rescheduling, repairs, or other applicable reason as approved by the Contract Administrator

Attachment F

Inspection Checklist Emergency Generator and Automatic Transfer Switch				Date:	
Inspection Type		_____ Quarterly _____ Annual _____ Triennial			
Williamson County Work Order Number:		Location:		Fuel Type	
Vendor Technician:		Generator Make/Model/Serial #		Voltage	
Hour Meter:		Transfer Switch Make/Model/Serial #		Phase	
1. Generator		3. Engine Lubrication		5. Instrumentation	
Windings		Oil Leve		Oil Pressure Gauge _____ PSI	
Bearings		Oil Changed Y / N		Water Temp Gauge	
Brushes		Filter Changed Y / N		Ammeter _____ DC Amps	
Leads and Connections		Oil Sample Take Y / N		AC Electric Meters	
Circuit Breaker		Condition of Crankcase Breather		Control Panel Wiring	
Circuit Breaker		Blowby		Indicator Lamps Changed Y / N	
Mounts / Bolts		Tubes / Lines / Seals		6. Air Induction & Exhaust	
Noise		Gaskets		Condition of Precleared	
Voltage Load _____ VAC		Governor Oil Level		Air Filter Changed Y / N	
Frequency No Load _____ HZ		4. Engine Electrical		Condition of Filter Housing	
Frequency Load _____ HZ		Battery Water Level		Inlet Piping Gasket, Etc.	
Amperage Load _____ AMP		# of Batteries		Condition / Sound of Turbo	
Auto Start / Stop		Age of Battery _____		Turbo Oil Leaks	
Shutdowns		Batteries Changed Y / N		Exhaust Pipes	
Pre alarms		SG Battery 1 _____		Silencer Drain Cond. Trap	
Remote Annunciator		Load Test Good / Fair / Week		Rain Cap	
2. Colling System		SG Battery 2 _____		Exhaust Manifold	
Radiator Core Condition		Load Test Good / Fair / Week		Exhaust Smoke	
Radiator Cap		SG Battery 3 _____		7. Fuel System	
Coolant Level		Load Test Good / Fair / Week		Primary Filter Changed Y / N	
Anti-Freeze PT _____		SG Battery 4 _____		Secondary Filter Changed Y / N	
PH Level _____		Load Test Good / Fair / Week		Lines and Connections	
Coolant Changed Y / N		Battery Cleanliness		Priming Pump	
Hose and Clamps		Cables and Posts		Carburetor / Mixer	
Hose Changed Y / N		Alternator Condition		Fuel Solenoid / Regulators	
Gaskets and Connections		Alternator Belt		Operations of Governor / Control	
Pressurized _____ lbs for 10 min		Wiring and Controls		Day Tank Leaks / Operations	
Belts and Pulleys		Operations of Glow Plugs		Water in Tank Y / N	
Belt Tension		Alternator Output _____ VDC		Fuel Sample Y / N	
Belts Changed Y / N		Battery Charger Output _____ VDC		Fuel Added Y / N	
Fan Bearings / Blades		Starting Motor		% of Fuel in Tank _____	
Water Pump		Spark Plugs		8. Transfer Switch	
Coolant Heater _____ Degrees F		Spark Plug Wires		Wiring	
Block Heater Changes Y / N		Distributor Cap Rotor		Connections Temp / Corrosion	
Heater Thermostat				Contactor Operation	
				Contacts	
				Timers / Controls Operation	
				Transfer Test Done Y / N	
Technician Comments:					
Parts Used & Quantity:					
Williamson County Contract Administrator Signature and Date:					

Attachment H**RFP CHECKLIST**

Title: Emergency Generator and Automatic Transfer Switch Preventative Maintenance, Repair and Rental Services

Opening Date: TBD

Respondent Name and Address:

_____	Contact: _____
_____	TX Identification #: _____
_____	Office Phone: _____
_____	Mobile Phone: _____
_____	Email: _____

1. Submitted one (1) original:

- | | |
|---|-------------------|
| • Company information | _____ <5 pts > |
| • Attachment B – Facilities, Equipment List,
Compensation and Fees | _____ <65 pts> |
| • Attachment C – Not Included | _____ <N/A> |
| • Relevant Experience and Qualifications | |
| ○ Attachment D – Bidder References | _____ <pass/fail> |
| ○ Attachment E – Contractor's Qualifications Form | _____ <20 pts> |
| • Attachment F – Inspection Checklist | _____ (Mandatory) |
| • Attachment H – RFP Checklist | _____ (Mandatory) |
| • Acknowledgement of Addenda, if applicable | _____ (Mandatory) |
| • Bid Bond | _____ (Mandatory) |
| • Litigation History | _____ <pass/fail> |
| • Methodology | _____ <5 pts> |
| • Quality Assurance/Quality Control &
Safety Program | _____ <5 pts> |



Additional Stipulations

1 Additional Stipulations

1.1 Introduction

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

1.2 Price Proposal

The Respondent must utilize the price sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

Note: 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 the County's sole discretion, result in the Respondent's disqualification.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

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

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character,

responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information.”

1.3.2 Evaluation Committee and Selection Process

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

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

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

1.3.3 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

1.3.5 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

1.3.6 Additional Evaluation Information

The 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 County to assure all of the terms, conditions and

expectations for satisfactory performance of the services requested herein will be met.

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

1.4 Technical Contact

Christi Stromberg, (or successor), Assistant Facilities Director Williamson County, 3101 SE Inner Loop, Georgetown, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of thirty-six (36) months beginning on the date the RFP is awarded by the Commissioners' Court.

1.6 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

1.7 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

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

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

Successful Respondent must comply with the following insurance requirements at all times during this Contract:

- A. **Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
 4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.
- B. **Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- C. **Premiums and Deductible.** Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

- D. Commencement of Work.** Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.
- E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- F. Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**
- G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.
- H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

- I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626
2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- J. **Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

1.8 Tentative Schedule

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP released in BidSync	December 11, 2018	
Deadline for RFP questions	December 28, 2018	3:00PM
RFP final responses due	January 2, 2019	3:00PM

Question and Answers for Bid #1812-283 - Emergency Generator And Automatic Transfer Switch Preventive Maintenance, Repair

Overall Bid Questions

There are no questions associated with this bid.