

**Bid Tabulation Packet  
for  
Solicitation 1903-302**

**Comprehensive Quality Assurance Program**

**Bid Designation: Public**




**Williamson County, Texas**

**Bid #1903-302 - Comprehensive Quality Assurance Program**Creation Date **Mar 8, 2019**End Date **Apr 9, 2019 3:00:00 PM CDT**Start Date **Mar 20, 2019 8:24:38 AM CDT**Awarded Date **Not Yet Awarded**

<b>1903-302--01-01</b> Please attach all documents to this line					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Denise Amber Lee Foundation	First Offer -	1 / each		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

**Supplier Totals**

f Denise Amber Lee Foundation		\$0.00			
Bid Contact Mark Lee		Address ENGLEWOOD, FL 34295			
marklee@deniseamberlee.org					
Ph 941-830-2035					
<b>Agency Notes:</b>		<b>Supplier Notes:</b>		<b>Head Attch:</b>	
					

\* \*

## Denise Amber Lee Foundation

Bid Contact **Mark Lee**  
**marklee@deniseamberlee.org**  
**Ph 941-830-2035**

Address **ENGLEWOOD, FL 34295**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1903-302--01-01	Please attach all documents to this line	Supplier Product Code:	First Offer -	1 / each	Y	Y
Supplier Total					\$0.00	

**Denise Amber Lee Foundation****Item: Please attach all documents to this line****Attachments****Final Response.pdf**

**Transmittal Letter**  
**for**  
**Williamson County, Texas**  
**In response to Section 2.3**  
**Solicitation 1903-302**  
**Comprehensive Quality Assurance Program**

**A. Name and address of individual or business entity submitting the Proposal.**

**Name:** Denise Amber Lee Foundation, Inc.

**Mailing Address:** P.O. Box 781, Englewood, Fl. 34295

**Physical Address:** 19503 S. West Villages Pkwy, Suite A-8, Venice, Fl. 34295

**B. Type of business entity:** Not for Profit, 501(c)3 Corporation

**C. Place of incorporation or organization:** The corporation was formed and registered in the State of Florida.

**D. Location of major offices:** The main and only office of the foundation is located at 19503 S. West Villages Pkwy, Suite A-8, Venice, Fl. 34295

**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.**

Mark Lee

19503 S. West Villages Pkwy

Suite A-8

Venice, Florida 34295

[marklee@deniseamberlee.org](mailto:marklee@deniseamberlee.org)

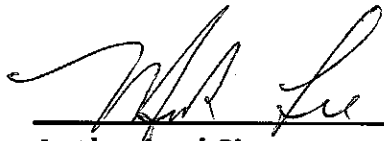
941-830-2035

No Fax number available

**F. Federal Employer Identification Number:** 27-2372559

**G. A commitment by the Respondent to provide the services required by the County:** The Denise Amber Lee Foundation is committed to providing a Comprehensive Quality Assurance Program as outlined in Solicitation 1903-302 for Williamson County Emergency Communications Center located at 911 Tracy Chambers Lane Georgetown, Texas 78626.

- H. Prices Good for:** All pricing specified in this proposal is good for the initial 2-year period of Solicitation 1903-302.
- I. This proposal will have no effect on air quality in the County (as it relates to any state, federal, or voluntary air quality standard).**

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

**Authorized Signature**

**Mark Lee/VP/COO**

**Denise Amber Lee Foundation, Inc.**

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**Executive Summary  
for  
Williamson County, Texas  
In response to Section 2.4  
Solicitation 1903-302  
Comprehensive Quality Assurance Program**

The Denise Amber Lee Foundation is proud to submit this proposal for performing Quality Assurance assistance on Emergency Communications 9-1-1 calls and radio traffic from the Williamson County Emergency Communications operation. We applaud the foresight and vision of Williamson County to provide these valuable checks and balances on all aspects of 9-1-1. Very few agencies in the United States perform these evaluations on their radio traffic, even though failures to perform 9-1-1 incident dispatching with adherence to agency protocols and policies puts first responders and the citizens they serve in jeopardy.

The Denise Amber Lee Foundation believes that our proposal best meets the County's needs and requirements because we have been providing a high level of performance on the previous Solicitation 1711-204 for the past year, which included many of the elements of this new Solicitation 1903-302. All our assigned personnel have passed Williamson County's background checks and completed the CJIS requirements. We have already accomplished many of the elements of the implementation process over the past year working with WCEC's Management Staff and personnel, including the customization of the quality assurance review forms, calibration of the Quality Assurance Evaluators (QAEs), providing rapid turn-around of reviews with thorough comments, attending weekly conference calls, creating a robust trending report, and providing several on-site training sessions. In fact, this RFP requires "The vendor will provide feedback within 10 days". We will provide this feedback within 7 days and have consistently demonstrated this on the previous evaluations we have performed for Williamson County.

As a non-profit borne out of a tragic breakdown of the 9-1-1 system, we bring a unique perspective to projects like this. No organization knows the collateral damage that can happen from unsupervised and untrained personnel in a 9-1-1 center more than ours does. The 2008 kidnapping, rape, and murder of Denise Lee should always be a wake-up call as it highlighted the totally preventable series of mistakes made that day in one Southwest Florida 9-1-1 center. The tragedy grabbed the nation's attention with full-hour investigative episodes of Dateline NBC and ABC Primetime, which shined the bright light of public scrutiny on one flawed 9-1-1 center. The whole origination of our non-profit organization is to do whatever we can to make sure these mistakes are not duplicated elsewhere.



As a high-profile organization, we have traveled the country speaking on the need for more training and quality assurance standards to be adopted nationwide and have attracted the best and brightest in the 9-1-1 profession to our cause. The Denise Amber Lee Foundation had 5 participating members on the national NENA Development Standards Committee Quality Assurance Working Group that crafted the first ever, APCO/NENA ANS1.107.1.2015 Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points, which is referenced in this RFP, including Eric Parry, ENP who chaired this historical committee. Sherrill Ornberg was the architect of the scoring forms and implementation guide included in the Appendix of this watershed document. She is our Director of Quality Assurance and has 49 years of experience in emergency communications. She holds national certifications as an Emergency Numbers Professional (ENP) and Registered Public-Safety Leader (RPL). Sherrill Ornberg will be instrumental in the oversight of this proposal for Williamson County and likely will fill site visit requests in the Communication component of the RFP, should we be chosen as the selected vendor.

The Quality Assurance Evaluators (QAEs) who would be assigned to this project are extremely qualified and passionate about performing quality assurance reviews. All our QAEs have performed quality assurance evaluations at their high performing communications centers for years. They have all been trained and certified in protocol use and share our passion that when done right, a QA program can improve morale, reduce stress, and decrease turnover.

Our organization began as a training entity with a powerful, inspirational and motivating story. We will bring this experience to the training and feedback portion of this RFP. Everyone we come across *in the 9-1-1 profession knows that what is described in this RFP NEEDS to be standard operating procedures in ALL 9-1-1 operations.* As a non-profit foundation, we believe we are mission driven, not profit driven. Williamson County is to be commended for its vision in taking one of the most important evolutionary steps in emergency communications, placing it in the forefront of the profession. If selected to continue our already documented high level of support and performance, we will be a dedicated partner in improving the 9-1-1 and dispatch operations at Williamson County Emergency Communications.

## Proposal Response to Criteria

### Security Requirements

All Denise Amber Lee Foundation QAE Team completed all CJIS Security requirements in June of 2018. If required, all team members will complete the requirements on an annual basis.

All Denise Amber Lee Foundation QAE Team members have already completed full background investigations with Williamson County approval.

All computers and software operate on Windows 7 or higher and have anti-virus protection installed.

The Denise Amber Lee Foundation will comply with the Williamson County IT Security Policy for Public Safety Systems.

The Denise Amber Lee Foundation will sign a non-disclosure agreement annually.

The Denise Amber Lee Foundation will review, when provided, and agree to abide by the Williamson County Electronics Use Policy and Williamson County Social Media Policy.

### Qualifications of the Quality Assurance Evaluator (QAE)

The Denise Amber Lee Foundation confirms that the following requirements will be met:

- All employees the vendor assigned to Quality Assurance Review will comply with APCO ANS 3.106.1-2013, specifically chapters 4,6, and 7.
- The QAE will follow the agency's written directives and plans regarding operations
- The QAE shall demonstrate the ability to document Telecommunicator performance in accordance with agency directions
- The QAE shall demonstrate the ability to prepare required reports
- The QAE shall demonstrate the ability to communicate effectively in writing
- The QAE shall demonstrate the ability to brief management, as requested, orally or in writing
- The QAE shall demonstrate the ability to review the selected incidents

***Resume's and bios on the entire Wilco QAE Team members are included as part of this response package. Samples of evaluations are also included as part of this response package.***

### Wilco Team Training

The Denise Amber Lee Foundation confirms that the following requirements will be met:

- The vendor will participate in training related to the use and application of the quality assurance tool. The training shall be completed on site as coordinated with Williamson County Communications Professional Education Division and completed no later than 20 days prior to the beginning of reviews
- The vendor will provide training to the quality assurance unit on giving effective, meaningful feedback. The training shall be completed on site as coordinated with Williamson County

Communications Professional Education Division and completed no later than 20 days prior to the beginning of reviews. This training may be repeated as needed, up to once per quarter.

### **Feedback Expectation – Feedback Tool**

The Denise Amber Lee Foundation confirms that the following requirements will be met:

- Must comply with APCO/NENA ANS 1.107.1.2015, Specifically Chapter 5
- The vendor will utilize existing tools to evaluate performance to include percentage of total performance points, pass/fail, compliant/non-compliant, and other key feedback elements as outlined on the evaluation tool.
- The vendor will provide a call review timeline, in writing, when submitting their proposal.
- The vendor will utilize the NICE Inform Feedback tool for providing feedback.
- The vendor will provide an appeal process for the telecommunicator to appeal the outcome of the review

***Samples of the Denise Amber Lee Foundation QA Evaluation Team are being sent as part of this submission package.***

### **Reporting**

The Denise Amber Lee Foundation confirms that the following requirements will be met:

- The vendor will provide employee performance summary reports on a monthly, quarterly and yearly basis as derived by the vendor's evaluation team, FirstWatch, and/or Williamson County NICE Evaluator system.
- The vendor will provide an agency performance summary report on a monthly, quarterly and yearly basis as derived by the vendor's evaluation team, FirstWatch, and/or Williamson County NICE Evaluator system.
- The vendor will provide an agency trend report on a monthly, quarterly and yearly basis as derived by the vendor's evaluation team, WCEC's FirstWatch tools, and/or the WCEC NICE Evaluator system.

***A sample Trend Report is being sent as part of this submission package.***

### **Communication**

The Denise Amber Lee Foundation confirms that the following requirements will be met:

- The vendor will participate in monthly conference calls with essential staff members of WCEC. ***This requirement will be included in the Per Call Pricing while the following 2 bullet points will be included in the Per Day/Per Instructor under Wilco Team Training.***
- The vendor will provide the opportunity for quarterly site visits at the communications center
- The vendor will participate in a yearly site visit at the communications center

### **Education Material Creation**

The Denise Amber Lee Foundation confirms that the following requirements will be met:

- Based on trends and other reports, the vendor will assist WCEC with the creation of continuing education materials
- The vendor will provide guidance on any education plans based on feedback, if requested  
***Even though this component has a per day/per instructor pricing requirement, it should be noted that many parts of this component may not require a site visit and can be accomplished at our home office.***

### **Pre-implementation Audit**

The Denise Amber Lee Foundation confirms that the following requirements will be met:

- The vendor will collaborate with WCEC to review the existing policies and procedures, to include any current quality assurance / quality improvement processes. ***It should be noted that the Denise Amber Lee Foundation Wilco QA Team has already completed this bullet point but will continue to assist and evolve as the need arises.***
- The vendor will meet with Williamson County Information Technology department, along with Emergency Communications to review vendor technology and to comply with any security requirements.
- The vendor will factor the cost for up to 2 days of vendor training (for the QAEs) to include the use of NICE Inform and FirstWatch related reporting tools.

### **Calls to be Reviewed**

The Denise Amber Lee Foundation confirms that the following requirements will be met:

- Calls will primarily be radio transmission calls. On occasion, WCEC may request phone calls be included in the review.
- The vendor will review calls at random, with a specific number per employee each month for both radio dispatch and 9-1-1 call taking
- The vendor will review catastrophic events and/or any specific event requested by the agency
- The vendor will provide feedback within 10 days. ***It should be noted that the Denise Amber Lee Foundation consistently provided feedback within 7 days as part of Solicitation 1711-204.***
- The vendor will review the calls for service based on current WCEC policies and procedures

### **Q-Calibration Performance Expectations**

The Denise Amber Lee Foundation confirms that the following requirements will be met:

- The vendor, along with WCEC, will conduct a Q calibration, at least every 6 months.
  - The vendor will notify WCEC, in writing, of any delays in the completion of the reviews
-

**Quote Outline**

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Performance Element Costs-----\$18.58 per call.

- This section includes the “per call” cost that includes:
- Feedback Expectations – Feedback Tool Requirements
  - Reporting Requirements
  - Communication Requirements
  - Pre-Implementation Audit Requirements
  - Calls to be Review Requirements

Training / Education Costs

- Wilco Team Training ----- \$2500.00 per day, per instructor
- Education Material Creation----- \$2500.00 per day, per instructor
- Q-Calibration Performance Expectations----- \$2500.00 per day, per instructor

**Supplier Response Form**

## Proposal References

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

### Reference 1

Client Name:

Location:

Charlotte-Mecklenburg Police Dept.

Charlotte, North Carolina

Contact Name:

Title:

Joanna Prentice

Administrative Supervisor

Phone:

E-mail

704-336-7405

jprentice@cmpd

Contract Date To:

Contract Date From:

Contract Value: \$

12/31/2015

9/30/2015

\$15,000

Scope of Work:

Pre-implementation Audit and resulting  
development of a comprehensive QA/QI program.

### Reference 2

Client Name:

Location:

Natick Police Dept.

Natick, Massachusetts

Contact Name:

Title:

Charles Goodwin

Lead Dispatcher/Training Coordin

Phone:

E-mail

goodwin@natickpolice.com

goodwin@natickpolice.com

Contract Date To:

Contract Date From:

Contract Value: \$

Present

7/1/17

\$14,400

Scope of Work:

Provided a Pre-implementation audit on their  
existing QA for EMD. Perform quality assurance

### **Reference 3**

Client Name:

Location:

Williamson County Emergency Commun

Georgetown, Texas

Contact Name:

Title:

Michelle Porter

Assistant Director of Professional E

Phone:

E-mail

512-864-8253

mporter@wilco.org

Contract Date To:

Contract Date From:

Contract Value: \$

10/1/2018

3/1/2018

\$85,000

Scope of Work:

Provided a Pre-implementation audit on their  
dispatching QA for Police, Fire, and EMD.

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

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

**To take exception:**

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

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

Username **marklee@deniseamberlee.org**

Password \*

Save Take Exception Close

\* Required fields



## Supplier Response Form

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1	<b>Name of vendor who has a business relationship with local governmental entity.</b>  <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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	<b>Name of local government officer about whom the information is being disclosed.</b>  <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	
4	<b>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.</b>  <p>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?  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
5	<b>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.</b>  <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	
6	<input type="checkbox"/> <b>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).</b>	
7	<p>Signature is not required if completing in BIDS SYNC electronically;</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;">             Signature of vendor doing business with the governmental entity         </div> <div style="width: 35%; text-align: center;"> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>           Date         </div> </div>	

**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.

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

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

**To take exception:**

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

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

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Username **marklee@deniseamberlee.org**

Password \*

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

\* Required fields



**Conflict of Interest Statement  
for  
Williamson County, Texas  
In response to Section 2.5  
Solicitation 1903-302  
Quality Assurance Evaluation for Emergency Communications Radio Traffic**

All employees and Independent Contractors working for the Denise Amber Lee Foundation on this project 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 Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

It is further affirmed that no employee or Independent Contractor working for the Denise Amber Lee Foundation on this project has any existing business or personal relationship with the County or any other entity or person involved in any way with the project that is subject to this RFP.

A handwritten signature in black ink, appearing to read "Mark Lee", written over a horizontal line.

Mark Lee/Vice President/COO  
Denise Amber Lee Foundation  
941-830-2035  
marklee@deniseamberlee.org

## Chris Clark

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187 Arbor Trail  
Thomasville, NC 27360

Phone: 336-250-5448  
E-mail: clarkfireandrescue@gmail.com

### **Objective**

To assist citizens in their time of need through Public Safety, and to assist those in Public Safety get the job done.

### **Education**

May 1995, Sheets Memorial Christian School, Lexington, NC, High School Diploma

### **Awards**

Guilford Metro 911, Life Save Award (2)  
North Lexington Triangle Fire Department, Officer of the Year

### **Work Experience**

December 2017—Present, EFD Instructor  
Priority Dispatch, Salt Lake City, UT  
Instruct current and new 911 Telecommunicators to use the Fire Priority Dispatch System in a 2 or 3 day course.

March 2017-Present—Consultant and Quality Assurance Team Lead  
Denise Amber Lee Foundation, Venice, FL  
Consultation work for 911 Centers around the United States, evaluating their current standards of practice and how those standards of practice can improve. With Quality Assurance, I am currently the Team Lead for a Team that does Quality Improvement for the Williamson County 911 Center in Texas (WILCO). This team grades all radio traffic for WILCO which allows feedback for their employees, letting them know what they do well and what areas in which their performance needs improvement.

May 2005-Present, Master Telecommunicator  
Guilford Metro 911, Greensboro, NC  
Receive emergency and non-emergency calls and dispatch calls for Law Enforcement, Fire and EMS. Assist the Senior Supervisor on shift with creating line-ups and supervising 18 to 23 personnel, depending on staffing. Reviewing phone calls and dispatched calls for accuracy. Receiving and investigating complaints from citizens and field personnel. Assist with keeping track of personnel's leave time. Assist with training new hires in the absence of the new hire's Training Officer.

October 2014-Present, Firefighter / EMT  
West Lexington Fire and Rescue, Lexington, NC  
Respond to emergency and non-emergency fire and medical calls. Daily check of fire apparatus, and fire and medical equipment to make sure of proper cleanliness and ready for service. Make sure that the station has a neat and clean appearance.

July 2016—Present, Instructor  
Triad CPR Associates, Winston-Salem, NC  
Teach CPR and First Aid to area individuals and businesses.

November 2016– November 2018, Firefighter / EMT  
Badin Lake Fire Department, Troy, NC  
Respond to emergency and non-emergency fire and medical calls. Daily check of fire apparatus, and fire and medical equipment to make sure of proper cleanliness and ready for service. Make

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## Chris Clark

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### Work Experience (Continued)

July 2017-Present, Firefighter / EMT

Welcome Fire Department, Lexington, NC

Respond to emergency and non-emergency fire and medical calls. Daily check of fire apparatus, and fire and medical equipment to make sure of proper cleanliness and ready for service. Make sure that the station has a neat and clean appearance.

August 2002-May 2005, Customer Service Representative

Advanced Home Care, High Point, NC

Assisted doctors and their patients with their needs of durable medical equipment. Placed orders into the computer system after the prescription was received. Spoke with patients via phone calls, in the store and through delivery to their homes, and instructed the patients and their caregivers how to use and maintain the equipment..

March 2000—August 2002, Sales Representative

Davidson County Broadcasting, Lexington, NC

Met with local business owners to discuss their advertising needs. Created proposals for the business owner and how they could promote their business through radio and magazine advertisements. Once the proposal was accepted, assisted with the design for their magazine advertisement or created a radio commercial to be aired on the local radio station. Performed follow up visits to ensure that the advertisement was meeting the business owner's expectations.

March 1999-March 2000, Sales Representative

Davidson Communications, Lexington, NC

Assist customers in choosing proper cellular phone and the minutes package to suit their needs. Show the client the features of their phone and how to use those features.

### Volunteer Work

Davidson County Public Safety Honor Guard, Commander

J. Smith Young YMCA, Lexington, NC, Soccer Coach

### Licenses and Certificates

NC Firefighter I and II

HazMat Awareness and Operations

Emergency Vehicle Driver Certification

NC EMT, Basic

ICS 100, 144, 200, 700, 701a, 702a, 703a, 704, 706, 800

CPR Instructor

EMD Certification

EFD Certification

EPD Certification

EFD Instructor Certification

EMD-Q Certification

Master Telecommunicator Certification

City of Greensboro Supervisor Certification

ETC Certification

Communications Training Officer Certification

North Carolina Radio Operator (RADO) for North Carolina TERT

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# DANIELLE MEO

6913 44<sup>th</sup> Ct E. Sarasota, Fl. 34243 | 941-685-3964 | dmeo131@gmail.com

## SUMMARY

Highly focused and dependable emergency communications supervisor with a superb record of emergency management customer service for a variety of institutions. Adept at multitasking and prioritizing in a high-pressure work environment. Excellent communicator in crisis situations for a wide variety of diverse populations. An exceptional problem solver and decision maker with the ability to be successful both in an individual or group setting.

## CERTIFICATIONS

- Emergency Medical Dispatch-Q (Expires 5/31/2020 Member ID Upon Request)
- Emergency Fire Dispatch-Q (Expires 5/31/2020 Member ID Upon Request)
- Emergency Police Dispatch-Q (Expires 5/31/2020 Member ID Upon Request)
- International Academy of Emergency Dispatch "Emergency Telecommunicator Course" Instructor
- Florida state Certified as a 911 Public safety Telecommunicator
- American Heart Association BLS Provider (CPR and AED)
- Numerous FEMA and Public safety related certifications listed below
  - ICS 100, 200, 300, 317, 400, 700, 800, 802
  - Hazwoper Awareness
  - HIPPA
  - DOJ Amber Alert
  - FDLE Silver Alert
  - CJIS security

## EXPERIENCE

2/20/16-Present

Lieutenant, *Manatee County ECC*

- Continues to Compete all Dispatcher I, II, and III tasks
- Acts as Supervisor in the absence of the Shift Captain.
- Participates in Quality Improvement initiatives as well as Performs Quality Assurance compliance and reviews for shift employees, and regularly attends and participates in meetings as a member of the Dispatch Review Committee
- Assists the on duty Captain with supervision of personnel, and the daily operations of the Communications Center.
- Performs a variety of supervisory duties to schedule, monitor and review employee work output for accuracy; ensures proper handling of received calls/dispatched calls,

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accurate dispatching of fire and Emergency Medical resources and proper use of customer services.

- Direct and review work of call takers and dispatchers on an assigned shift, such as monitoring major events to ensure proper procedures have been followed and notifications have been made.
- Troubleshoots equipment problems and serves as a point of contact for inquiries and complaints as they pertain to the ECC operations.

10/3/14-2/20/16

Dispatcher III, *Manatee County ECC*

- Continues to complete all Dispatcher I and II tasks
- Uses Zetron "toning system to send pre-alert signals to fire and EMS stations prior to voice dispatch transmissions.
- Dispatches fire response resources from multiple independent fire districts and EMS units based on type of incident and location as determined by CAD and the "Emergency Service Zone" (ESZ) in CAD database; coordinates use of VHF tactical radio channel assignments for on-scene commanders working active incidents for multiple units or multiple agencies; maintains status, location, and availability of all units dispatched; coordinates between fire and EMS resources in multi-agency response requirements.

3/2/14-10/2/14

Dispatcher II, *Manatee County ECC*

- Continues to complete all Dispatcher I tasks
- Assists in training new call takers, fire dispatchers, and EMS dispatchers; completes "daily observation reports" (DORs) and documents new employee progress; performs Real-Time observation on calls in progress and post-call analysis for instructional purposes.
- Mans Regional Dispatch Radio console to communicate with Fire and EMS units while enroute and on scene of calls as well as enroute to hospitals.
- Communicates with other agencies and Emergency entities including but not limited to Bay flight, Utility Companies, other county Departments to assist EMS and Fire in both emergency and non-emergency settings.
- Monitors 800 radio system, VHF radio system, and UHF radio systems including all state mutual aid channels; assigns use of tactical VHF radio channels in specific situations and monitors major incidents; maintains status of all fire units; provides logistics support and assistance to Incident Commanders; manages radio patches for inter-county communications requests using Motobridge (another radio/computer system); supports EMS requests for rescue and other assists.
- Monitors State Warning Point (SWP) radio and notifies other agencies of received messages from SWP; advises SWP of severe weather conditions in Manatee County, i.e., sighted funnel clouds or water spouts, wind shears, wind damage, flooding, etc.

8/30/12-3/1/14

Dispatcher I, *Manatee County ECC*

- Answers emergency 911 calls using VESTA and CAD computer system to determine whether service request is for Fire, EMS, Law Enforcement or another agency. Uses Emergency Medical and Fire protocol software and/or flip cards to determine level and priority of EMS or Fire Units and collect vital pre-arrival information for medic or fire crews and hospitals.



25 OLIVER ST • EASTHAMPTON, MA • 01027  
 PHONE: 413-250-0766 • E-MAIL: DTRYON10@GMAIL.COM

## DONALD W. TRYON III

### OBJECTIVE

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A position in EMD QA review.

### EDUCATION

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Sept. 2007 – May 16, 2009 Westfield State University

*B.S. in Criminal Justice, Minor in Sociology*

- Alpha Phi Sigma (National C.J. Honor Society)

Sept. 2005 – May 2007

Holyoke Community College

*A.S. in Criminal Justice*

- Criminal Justice Association President
- Green Key Honor Society

Sept. 2001 – June 2005

Easthampton High School

*High School Diploma*

### PROFESSIONAL EXPERIENCE

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May 24, 2010 - Present

Commonwealth of Massachusetts

*Communications Shift Supervisor, Department of State Police*

- E-911, Troop "B" & Regional Dispatch (Police, Fire, EMS)

March 2006 - 2014

City of Easthampton, MA

*Public Safety Dispatcher (full and part time)*

- E-911, Dispatch and Records for Police, Fire, and EMS

March 2004 – Summer 2005

City of Easthampton, MA

*Community Emergency Response Team (CERT) Member*

- Assisting Police, Fire, and EMS during city emergencies.

### TRAINING AND CERTIFICATIONS

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- Massachusetts E-911 (MARS, VESTA Pallas & Meridian, NGE911)
- Advanced Emergency Medical Dispatcher /Certified EMD-Q(IAED)
  - Reviewing QA since 2013
- APCO Basic Telecommunicator I & APCO Fire Service Comm.
- APCO Communications Training Officer (CTO)
- Multiple MSP supervisor / QA in-service trainings

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# JASON P. GURIAN

1118 Kerry Greens Drive, Matthews, North Carolina 28104  
704-301-9466 || jason.gurian@gmail.com

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## **Summary**

I am self-motivated and able to work both independently and as a collaborative team member. My goal is to obtain a management position where I can maximize my organizational and interpersonal skills and utilize my years of experience, which will allow me to grow personally and professionally. Ultimately, I seek a position where I can utilize my 18 years of active fire and EMS experience, 911 Telecommunications experience, as well as my superior leadership skills. Quality education and training, blended with a sense of commitment, enable me to respond to the needs of most employers.

## **Union County Emergency Services, Monroe, NC**

**2016 – Present**

### ***Training Coordinator***

- Monitor performance of employees for call taking, emergency dispatch protocols and dispatching skill set for maintaining a high level of service to the community and emergency responders.
- Developing and implementing effective standard operating procedures, reviewing and analyzing center operations, supervising and evaluating staff, and preparing recommendations for technical training, procedural changes and improvements.
- Responsible for providing direct instruction to new employees and current staff members to include management and to ensure that the certifications of all staff members are properly maintained and documented.
- Responsible for implementing initial and ongoing training programs in accordance with center policies and procedures and County guidelines.
- Proficient in the use of enhanced, specialized telephone equipment, specialized computer operating systems, and two-way radio systems.
- Maintains records of training for all agency personnel.

## **Union County Communications (CCOM), Monroe, NC**

**2010 - 2016**

### ***Shift Supervisor***

- Primary PSAP handling over 390,000 911 and administrative calls for service per year
- Dispatch for 6 police departments, 18 fire departments and 1 ambulance agency
- Responsible for resolution of internal and external conflict.
- Interviewing and hiring new employees
- Customer relations and coordination with local, state and federal agencies
- Troubleshooting and repair of critical communications equipment
- Creation, implementation and review of policy and procedures

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**Matthews Fire & EMS Department, Matthews, NC****1998-Present*****Assistant Chief***

- Oversees 80 Volunteers, 40 Auxiliary and 14 Career Staff
- Oversee a \$1.9 Million Budget / 4000 Calls for service annually
- QA/QI of all incident reports.
- Coordinating with outside agencies
- Planning and implementation of Incident Action Plans for large events and emergencies
- Overseeing Volunteer compensation, meal reimbursements and other incentives
- Overseeing 4 Engines, 1 Ariel, 1 Medium Rescue, 1 Brush Unit and 3 EMS Units
- Creating, implementing and reviewing of policy and procedures

**Town of Stallings, NC****2012-2017*****Public Safety Advisory Committee – Chairperson*****HEPACO Charlotte, NC****2007- 2011*****Supervisor - Hazardous Materials Emergency Response Technician*****1-800-GOT-JUNK? Matthews, NC****2004-2008*****Franchise Owner*****MEDIC/Union EMS Charlotte/Monroe, NC****1998-2006*****Paramedic*****Education****American Military University, Charles Towne, WV****2016- present**

- BS in Emergency Management
- Expected Graduation 5/2018

**Central Piedmont Community College****1998-present**

- Paramedic Certification, Various Fire and EMS Courses

**St. Lawrence University Canton, NY****1996-1998**

- Studies in Sociology and Psychology
- Varsity baseball pitcher

**Computer Skills**

MARVLIS, OSSI One Solution with RMS and JMS additions, DCI - Omnix, Fire Manager, Emergency Reporting, Firehouse Reporting, Salamander Live, Phoenix G2, Web EOC, Microsoft Office, ACT, Quick Books, Microsoft Money, Cost Point, MUNIS, Motorola MCC 7500 Gold Elite Radio Hardware and Software, Capture 911 Instant Retrieval, Tri Tech CAD base and mobile applications, ProQA for EPD, EMD and EFD – System Administrator for all, Blackboard, Moodle and Aqua

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**Certifications**

Division of Criminal Information DCI/NCIC

FEMA – All Hazards Communications Branch Leader ( COML )

FEMA – All Hazards Communications Technician (COMT)

NAED Emergency Telecommunicator (ETC 1066899)

NAED Emergency Medical Dispatch-Advanced – Instructor (EMD-I 1066899 )

NAED Emergency Fire Dispatch Instructor (EFD-I 1066899)

NAED Emergency Police Dispatch (EPD 1066899 )

NAED Emergency Police Dispatch Q (EPDQ 1066899)

NAED Emergency Medical Dispatch Q (EMDQ 1066899 )

NAED Emergency Fire Dispatch Q (EFDQ 1066899)

APCO Fire Communications Instructor

APCO Communications Training Officer

APCO Communications Training Officer – Instructor

APCO Registered Public Safety Leader (RPL)

North Carolina Firefighter I (IFSAC: 1111679)

North Carolina Firefighter 2 (IFSAC: 1330729)

North Carolina Fire Officer I (IFSAC: 2438196)

North Carolina Fire Officer II (IFSAC: 2745646)

North Carolina Fire Instructor I (IFSAC: 2345957)

North Carolina Fire Instructor II

North Carolina Hazardous Materials Level I (IFSAC: 1107118)

North Carolina Technical Rescuer (IFSAC: 1596781)

North Carolina Vehicle & Machinery Rescuer (IFSAC: 1596781)

North Carolina EMT (P003423)

North Carolina EMD (P003423)

Tactical Medic

Crisis Intervention Training (CIT)

Suicide Prevention for the Telecommunicator

National Fire Academy Mayday

National Fire Academy Managing the Mayday

Emergency Vehicle Driver (EVD)

Advanced Tank Car Specialist

Strategies & Tactics for Initial Company Operations (STICO)

Chief 101

ICS 100, 120, 130, 200, 230b, 235b, 244a, 240 , 241, 242, 300, 400, 402, 700, 800, 907

ICS Professional Development Certified

Ordained Minister

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**AWARDS**

Matthews Firefighter of the Year - 2005

Matthews Fire Officer of the Year – 2006, 2009, 2010, 2011, 2012

L.H. Yandle Award for Excellence in Emergency Services - 2006, 2009, 2011, 2013, 2014

Kiwanis Club Firefighter of the Year - 2006

Matthews Rotary Club Firefighter of the Year – 2006, 2009, 2013, 2014, 2015

Heroism Award – Morehead City, NC – 2010

**ORGANIZATIONS**

AFAM – Master Mason

NC Fire Chiefs Association

NC Firefighters Association

NC Fire and Rescue Association

APCO

NFPA 1061 Committee

NEMA – National Emergency Management Association

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# Alamogordo Dispatching for Fire Incidents

TCO's Name:		Event Number:	2019-XXXXXXX
Educator's Name:	Don Tryon	Date and Time:	
Nature Code:	Cardiac Arrest/Choking	Address of Call:	

Assignment of Call	Completed	Points Earned	
Processed call promptly (under 1 minute)	Y	60	
Call was correctly reconfigured before dispatch (if needed)	Y	40	
Added channel assignment to unit recommend	Y	40	
Accepted unit recommend as presented	Y	25	
Manual alpha page sent (as needed)	Y	40	
Fast side auto aid toned correctly	N/A	0	
CT'd to correct agency w/in 60 seconds (as needed)	N/A	0	
		205	100.00%

Comments:

Information Flow	Completed	Points Earned	
Correctly reconfigured call if upgraded	N/A	0	
Used and accepted unit recommend after call upgraded	N/A	0	
Answered radio traffic in a timely fashion (Admin)	Y	20	
Correctly identified apparatus requesting info	Y	20	
Accurate / Complete info added to CAD	Y	25	
		65	100.00%

Comments:

Scene Safety		Completed	Points Earned
Notified responders of scene safety issues	N/A	0	
Correctly used CAD Special Time Stamps	N/A	0	
Comments:			
Radio Protocol/Skill		Completed	Points Earned
Avoided mic clips / short keying	Y	60	
Listened and comprehended	Y	60	
Articulated / proper rate of speech used	Y	60	
Remained calm	Y	25	
Proper tone of voice used	Y	20	
Professional language used	Y	20	
Professional demeanor	Y	20	
Comments:		265	100.00%
Mutual Aid & Automatic Aid		Completed	Points Earned
Proper department selected and notified	N/A	0	
Notification of requested agencies in a timely manner	N/A	0	
Complete and accurate info added to CAD	N/A	0	
Notified CRC (if requested)	N/A	0	
Staging information disseminated	N/A	0	
Alpha page sent (if needed)	N/A	0	
Call CT'd to other agency (if needed)	N/A	0	

Mutual Aid / Auto Aid units cancelled (if needed)	N/A	0	N/A
Comments:			
Working Incidents			
Working fire time stamp	N/A	0	
Dispatched EMS second alarm	N/A	0	
Notified utility companies	N/A	0	
Notified railroad, if appropriate	N/A	0	
Provided weather reports	N/A	0	
Began 10 minute time notifications	N/A	0	
Comments:		0	N/A
Supervisor's Overview			
See Supervisor			Comments
Exceeded Standards			

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Excellent job with the fire side of this call, especially with getting it dispatched quickly, working through several changes in the patient's status and confusion surrounding JAE2's location. Excellent job using proper radio identifiers to acknowledge all radio traffic and trying to confirm JAE2's status after they responded to the incorrect location. Great job thoroughly documenting the CAD with patient status updates. Also, your radio transmissions were very clear with excellent tone, rate of speech and demeanor. Keep up the good work.

	Possible points	Actual Points	% Correct
Assignment of Call	205	205	100.00%
Information Flow	65	65	100.00%
Scene Safety	0	0	N/A
Radio Protocol/Skills	265	265	100.00%
Mutual Aid/Auto Aid	0	0	N/A
Working Incidents	0	0	N/A
Overall Score	535	535	100.00%

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# Alarm Dispatching for Professionals

TCO's Name:		Event Number:	2019-XXXXXX
Educator's Name:	Danielle Meo	Date and Time:	
Nature Code:	STRUCTURE FIRE ECHO LEVEL	Address of Call:	
<b>Assignment of Call</b>			
Processed call promptly (under 1 minute)	Y	Completed	Points Earned
Call was correctly reconfigured before dispatch (if needed)	N/A		60
Added channel assignment to unit recommend	Y		0
Accepted unit recommend as presented	Y		40
Manual alpha page sent (as needed)	Y		25
East side auto aid toned correctly	Y		40
CT'd to correct agency w/in 60 seconds (as needed)	N/A		40
			0
			205
Comments:		100.00%	
<b>Information Flow</b>			
Correctly reconfigured call if upgraded	Completed	Points Earned	
	N/A	0	
Used and accepted unit recommend after call upgraded	N/A	0	
Answered radio traffic in a timely fashion (Admin)	Y	20	
Correctly identified apparatus requesting info	Y	20	
Accurate / Complete info added to CAD	Y	25	
		65	
Comments:		100.00%	

<b>Scene Safety</b>			<b>Completed</b>	<b>Points Earned</b>
Notified responders of scene safety issues			N/A	0
Correctly used CAD Special Time Stamps			N/A	0
				0
Comments:			N/A	
<b>Radio Protocol/Skill</b>			<b>Completed</b>	<b>Points Earned</b>
Avoided mic clips / short keying			Y	60
Listened and comprehended			Y	60
Articulated / proper rate of speech used			Y	60
Remained calm			Y	25
Proper tone of voice used			Y	20
Professional language used			Y	20
Professional demeanor			Y	20
				265
Comments:			100.00%	
<b>Mutual Aid &amp; Automatic Aid</b>			<b>Completed</b>	<b>Points Earned</b>
Proper department selected and notified			N/A	0
Notification of requested agencies in a timely manner			N/A	0
Complete and accurate info added to CAD			N/A	0
Notified CRC (if requested)			N/A	0

Staging information disseminated	N/A	0	
Alpha page sent (if needed)	N/A	0	
Call CT'd to other agency (if needed)	N/A	0	
Mutual Aid / Auto Aid units cancelled (if needed)	N/A	0	
		0	N/A
Comments:			
<b>Working Incidents</b>	<b>Completed</b>	<b>Points Earned</b>	
Working fire time stamp	Y	50	
Dispatched EMS second alarm	N/A	0	
Notified utility companies	Y	20	
Notified railroad, if appropriate	N/A	0	
Provided weather reports	N/A	0	
Began 10 minute time notifications	Y	50	
		120	100.00%
Comments:			
<b>Supervisor's Overview</b>			
See Supervisor			
Exceeded Standards	Y		
<b>Comments</b>			

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First and foremost, I want to take the opportunity to applaud you on the level of work on this incident. It is so important when we have responders on the scene of calls, such as a structure fire, that we stay alert and aware to their surroundings and needs without ever having the advantage of seeing them. Through following policy and procedure and using your experience you handled this structure fire flawlessly. Notifications to outside resources were completed promptly and in certain situations without needing a request from command. All units were acknowledged using their proper unit identifiers, which allowed for smooth communication to flow from start to end. There were detailed notes made throughout the entire incident. The call was dispatched in seconds and all responding units were given additional information as they went enroute. Status checks were completed on time until command discontinued them and cleared all remaining units. Excellent job on this incident!!

	Possible points	Actual Points	% Correct
Assignment of Call	205	205	100.00%
Information Flow	65	65	100.00%
Scene Safety	0	0	N/A
Radio Protocol/Skills	265	265	100.00%
Mutual Aid/Auto Aid	0	0	N/A
Working Incidents	120	120	100.00%
Overall Score	655	655	100.00%

# Alarm Dispatching for Fire Incidents

TCO's Name:		Event Number:	2019-XXXXXXX
Educator's Name:	Don Tryon	Date and Time:	
Nature Code:	Gas Leak Outside Line	Address of Call:	

Assignment of Call	Completed	Points Earned	
Processed call promptly (under 1 minute)	Y	60	
Call was correctly reconfigured before dispatch (if needed)	N/A	0	
Added channel assignment to unit recommend	Y	40	
Accepted unit recommend as presented	Y	25	
Manual alpha page sent (as needed)	N/A	0	
Fast side auto aid toned correctly	N/A	0	
CT'd to correct agency w/in 60 seconds (as needed)	N/A	0	
		125	100.00%

Comments: Great job dispatching this call promptly.

Information Flow	Completed	Points Earned	
Correctly reconfigured call if upgraded	N/A	0	
Used and accepted unit recommend after call upgraded	N/A	0	
Answered radio traffic in a timely fashion (Admin)	Y	20	
Correctly identified apparatus requesting info	N	0	
Accurate / Complete info added to CAD	N	0	
		20	30.77%

Comments: Unit identifier was not used when Battalion 1 signed out on scene. Unit establishing command was not timestamped in CAD or noted in event log.

<b>Scene Safety</b>		<b>Completed</b>	<b>Points Earned</b>
Notified responders of scene safety issues		N/A	0
Correctly used CAD Special Time Stamps		N/A	0
			0
Comments:			N/A
<b>Radio Protocol/Skill</b>		<b>Completed</b>	<b>Points Earned</b>
Avoided mic clips / short keying		Y	60
Listened and comprehended		N	0
Articulated / proper rate of speech used		Y	60
Remained calm		Y	25
Proper tone of voice used		Y	20
Professional language used		Y	20
Professional demeanor		Y	20
			205
Comments: Initial scene size-up was not echoed back verbatim (LEE4 on scene, stand by for additional, establishing command).			77.36%
<b>Mutual Aid &amp; Automatic Aid</b>		<b>Completed</b>	<b>Points Earned</b>
Proper department selected and notified		N/A	0
Notification of requested agencies in a timely manner		N/A	0
Complete and accurate info added to CAD		N/A	0
Notified CRC (if requested)		N/A	0
Staging information disseminated		N/A	0
Alpha page sent (if needed)		N/A	0
Call CT'd to other agency (if needed)		N/A	0

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Mutual Aid / Auto Aid units cancelled (if needed)	N/A	0	N/A
Comments:		0	N/A
<b>Working Incidents</b>			
Working fire time stamp	N/A	0	
Dispatched EMS second alarm	N/A	0	
Notified utility companies	Y	20	
Notified railroad, if appropriate	N/A	0	
Provided weather reports	N/A	0	
Began 10 minute time notifications	N/A	0	
		20	100.00%
Comments: Great job notifying the gas company.			
<b>Supervisor's Overview</b>			
See Supervisor			
Exceeded Standards			
<b>Comments</b>			



Overall, you did a good job with this call. Excellent job getting it dispatched promptly and within a minute of the completed call take. There were a few issues with this call that need to be pointed out. First, you did not acknowledge Battalion 1 signing off on scene by using their proper radio identifier. Instead, you acknowledged him by stating "Fire Comm clear, showing you on scene 12:25. Please keep this in mind for future calls and remember to always acknowledge radio traffic by using their proper radio identifiers. Secondly, the initial scene size-up from LEE4 was not echoed back and logged in the CAD verbatim (LEE4 on scene, stand by for additional, establishing Dubiel command). Additionally, LEE4 establishing command was not noted in the event log or by using special timestamp. For future calls, remember that scene size-ups need to be echoed back and logged in the CAD verbatim, even if the initial size-up included limited info and they advise you to standby for additional. Also, remember to either include the unit establishing command in the scene size-up event log notes or by documenting it using special timestamp. Aside from those concerns, your radio language, demeanor, tone and rate of speech were very professional throughout the call. Also, I did notice that radio identifiers were used to acknowledge all other radio traffic (except for the one mentioned above) so it is clear this is an area you are all focused on improving in, so keep up the good work. Also, great job promptly notifying the gas company and updating responding units that they were started. Again, good job overall and keep up the good work.

	Possible points	Actual Points	% Correct
Assignment of Call	125	125	100.00%
Information Flow	65	20	30.77%
Scene Safety	0	0	N/A
Radio Protocol/Skills	265	205	77.36%
Mutual Aid/Auto Aid	0	0	N/A
Working Incidents	20	20	100.00%
Overall Score	475	370	77.89%

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# Annual Dispatching Log for Fire Dispatchers

TCO's Name:		Event Number:	2019-XXXXXXX
Educator's Name:	Don Tryon	Date and Time:	
Nature Code:	Outside Fire Investigation	Address of Call:	

Assignment of Call	Completed	Points Earned	
Processed call promptly (under 1 minute)	Y	60	
Call was correctly reconfigured before dispatch (if needed)	N/A	0	
Added channel assignment to unit recommend	Y	40	
Accepted unit recommend as presented	Y	25	
Manual alpha page sent (as needed)	Y	40	
East side auto aid toned correctly	N/A	0	
CT'd to correct agency w/in 60 seconds (as needed)	N/A	0	
		165	100.00%

Comments:

Information Flow	Completed	Points Earned	
Correctly reconfigured call if upgraded	N/A	0	
Used and accepted unit recommend after call upgraded	N/A	0	
Answered radio traffic in a timely fashion (Admin)	Y	20	
Correctly identified apparatus requesting info	N	0	
Accurate / Complete info added to CAD	Y	25	
		45	69.23%

Comments: Not all radio traffic was acknowledged using proper radio identifiers.

Scene Safety		Completed	Points Earned
Notified responders of scene safety issues		N/A	0
Correctly used CAD Special Time Stamps		N/A	0
			0
Comments:			N/A
Radio Protocol/Skill		Completed	Points Earned
Avoided mic clips / short keying		Y	60
Listened and comprehended		N	0
Articulated / proper rate of speech used		N	0
Remained calm		Y	25
Proper tone of voice used		Y	20
Professional language used		Y	20
Professional demeanor		Y	20
			145
Comments: Scene size-up was not echoed back. One radio transmission from the radio dispatcher was very rushed.			54.72%
Mutual Aid & Automatic Aid		Completed	Points Earned
Proper department selected and notified		N/A	0
Notification of requested agencies in a timely manner		N/A	0
Complete and accurate info added to CAD		N/A	0
Notified CRC (if requested)		N/A	0
Staging information disseminated		N/A	0
Alpha page sent (if needed)		N/A	0
Call CT'd to other agency (if needed)		N/A	0

Mutual Aid / Auto Aid units cancelled (if needed)	N/A	0	N/A
Comments:		0	N/A
<b>Working Incidents</b>			
Working fire time stamp	N/A	0	
Dispatched EMS second alarm	N/A	0	
Notified utility companies	N/A	0	
Notified railroad, if appropriate	N/A	0	
Provided weather reports	N/A	0	
Began 10 minute time notifications	N/A	0	
		0	N/A
Comments:			
<b>Supervisor's Overview</b>			
See Supervisor			
Exceeded Standards			
<b>Comments</b>			

Overall you did a good job with this call. Great job getting it dispatched quickly and within one minute of the completed call take. I was very impressed with the radio dispatcher who began looking into controlled burns for that area without having to be asked to do so. With that being said, there were a few concerns with this call. First, not all radio traffic was acknowledged using their proper radio identifier so please keep this in mind for future calls and remember to acknowledge all traffic with their proper identifier. Secondly, the scene size-up (LHSQ1 in the area reporting what appeared to be a large controlled burn) was not echoed back. In the future, please remember that the scene size-up needs to be echoed back verbatim in addition to being logged in the CAD. Lastly, there was one transmission in which the radio dispatcher was extremely rushed and almost resulted in a short key. It's imperative that we keep a proper rate of speech at all times; no matter how busy we are; so that our transmissions are clear to units in the field. Aside from those concerns, your language and demeanor were very professional, and you did a nice job of detailing the CAD.

	Possible points	Actual Points	% Correct
Assignment of Call	165	165	100.00%
Information Flow	65	45	69.23%
Scene Safety	0	0	N/A
Radio Protocol/Skills	265	145	54.72%
Mutual Aid/Auto Aid	0	0	N/A
Working Incidents	0	0	N/A
Overall Score	495	355	71.72%

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# Alarm Dispatching for Fire Incidents

TCO's Name:		Event Number:	2019-XXXXXX
Educator's Name:	Chris Clark	Date and Time:	
Nature Code:	FIRE ALARM HIGH LIFE	Address of Call:	

Assignment of Call	Completed	Points Earned	
Processed call promptly (under 1 minute)	Y	60	
Call was correctly reconfigured before dispatch (if needed)	N/A	0	
Added channel assignment to unit recommend	Y	40	
Accepted unit recommend as presented	Y	25	
Manual alpha page sent (as needed)	Y	40	
East side auto aid toned correctly	N/A	0	
CT'd to correct agency w/in 60 seconds (as needed)	N/A	0	
		165	100.00%

Comments:

Information Flow	Completed	Points Earned	
Correctly reconfigured call if upgraded	N/A	0	
Used and accepted unit recommend after call upgraded	N/A	0	
Answered radio traffic in a timely fashion (Admin)	Y	20	
Correctly identified apparatus requesting info	N	0	
Accurate / Complete info added to CAD	Y	25	
		45	69.23%

Comments:

Scene Safety		Completed	Points Earned	
Notified responders of scene safety issues		N/A	0	
Correctly used CAD Special Time Stamps		Y	50	
			50	
Comments:				100.00%
Radio Protocol/Skill		Completed	Points Earned	
Avoided mic clips / short keying		Y	60	
Listened and comprehended		Y	60	
Articulated / proper rate of speech used		Y	60	
Remained calm		Y	25	
Proper tone of voice used		Y	20	
Professional language used		Y	20	
Professional demeanor		Y	20	
			265	
Comments:				100.00%
Mutual Aid & Automatic Aid		Completed	Points Earned	
Proper department selected and notified		N/A	0	
Notification of requested agencies in a timely manner		N/A	0	
Complete and accurate info added to CAD		N/A	0	
Notified CRC (if requested)		N/A	0	
Staging information disseminated		N/A	0	
Alpha page sent (if needed)		N/A	0	
Call CT'd to other agency (if needed)		N/A	0	

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Mutual Aid / Auto Aid units cancelled (if needed)	N/A	0	N/A
Comments:		0	N/A
<b>Working Incidents</b>			
Working fire time stamp	N/A	0	
Dispatched EMS second alarm	N/A	0	
Notified utility companies	N/A	0	
Notified railroad, if appropriate	N/A	0	
Provided weather reports	N/A	0	
Began 10 minute time notifications	N/A	0	
		0	N/A
Comments:			
<b>Supervisor's Overview</b>			
See Supervisor	Yes		
Exceeded Standards			
<b>Comments</b>			

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Good job with dispatching this call in under one minute and with giving call information in a timely manner after SBTk2 checked enroute. The areas of improvement for this call is to remember to use the unit identifier for all radio traffic to ensure the correct unit is being acknowledged. The second area of improvement is when a unit gives a size-up, to repeat the size-up verbatim to ensure the size-up was received correctly. In your documentation of the size-up, the information that they would be out investigating was not entered. The time stamp was correctly utilized. Good job with your documentation of the findings after the investigation. Keep up the work with your professionalism in all of your radio transmissions.

	Possible points	Actual Points	% Correct
Assignment of Call	165	165	100.00%
Information Flow	65	45	69.23%
Scene Safety	50	50	100.00%
Radio Protocol/Skills	265	265	100.00%
Mutual Aid/Auto Aid	0	0	N/A
Working Incidents	0	0	N/A
Overall Score	545	525	96.33%

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# Incident Performance

Williamson County, Texas

1903-302

Agency:

Case number:

Discipline: EMD

Calltaker:

Shift/Team: Days

Position:

Complaint Description: asthma

Caller party: 1st

Code Selected: 6 - D - 2 - A

How Obtained: 000

Call Date:

Code Reviewed: 6 - D - 2 - A

## Case Entry

Address

Callback number

Comment: Remember to ask the caller's phone number after you've verified the address information.

Primary discipline choice

Tell me exactly what happened.

Comment: The caller said his wife was having a bad asthma attack and couldn't breathe - good job recognizing he told you exactly what happened.

Choking question

ECHO/Fast Track used

With the patient now

Comment: As the caller was not with his wife, he was a third party caller.

Because you called the patient and spoke to her directly, the first party designation became appropriate.

Patient count question

Age question

Age subquestion

Gender

Awake question

Breathing question

Breathing subquestion

Questions asked in order

Chief Complaint selection

Freelance questions

Comment: "And she needs an ambulance?"

"..is there somebody there that can open the door?"

"Can I call her?"

Freelance instructions

All questions/instructions given in the appropriate area

Comment: When contacting the patient directly, you repeated CE3.

Obvious questions

Clarifiers

Calming techniques

## Key Questions

Sub-Chief Complaint

Key Questions asked in order

Freelance questions

Freelance instructions

All questions/instructions given in the appropriate area

Obvious questions

# Incident Performance

Williamson County, Texas

1903-302

Agency:

Case number:

Discipline: EMD

Calltaker:

Shift/Team: Days

Position:

Complaint Description: asthma

Caller party: 1st

Code Selected: 6 - D - 2 - A

How Obtained: 000

Call Date:

Code Reviewed: 6 - D - 2 - A

Clarifiers

Calltaker Initiated Shunt

Shunted appropriately (new or updated information)

Followed appropriate protocol links

Calming techniques

Ø Is the caller completely alert (responding appropriately)?

Ø Does the caller have difficulty speaking between breaths?

Are you clammy or having cold sweats?

Do you have asthma or other lung problems?

Do you have a prescribed inhaler?

Have you used it yet?

## Final Coding

Determinant Code

Determinant Level

Determinant Descriptor

Determinant Suffix

Did not use Malicious Final Code

## Dispatch Life Support

PAIs

PDIs

Comment: PDI read but the caller did not ask about medication.

Freelance questions

Freelance instructions

All questions/instructions given in the appropriate area

Obvious questions

Clarifiers

Followed appropriate DLS Links

Met the minimum Standards of Practice

Followed appropriate protocol links

Calming techniques

Breathing Verification Diagnostic

Pulse Diagnostic

Stroke Diagnostic

Aspirin Diagnostic

Compressions Diagnostic

Contractions Diagnostic

Chemical Suicide Diagnostic

# Incident Performance

Williamson County, Texas

1903-302

Agency: Case number: Discipline: EMD  
Calltaker: Shift/Team: Days Position:  
Complaint Description: asthma  
Caller party: 1st Code Selected: 6 - D - 2 - A  
How Obtained: 000 Call Date: Code Reviewed: 6 - D - 2 - A

## Customer Service

Calltaker attitude  
Use correct volume, tone, and rate  
Display compassion  
Avoid gaps  
Explain actions  
Provided reassurance  
Did not create uncontrollable expectations  
Avoided prohibited behaviors

## Overall Performance: Low Compliance

### Comments:

As call-takers, we have a tendency to want to go "directly to the source" because we think s/he will be a better information source. Though the caller was not with his wife, he still may have been able to answer the protocol questions. By ending your call with him and contacting the patient, you wound up repeating several questions. In the future, finish your interrogation with the first caller.

Your fantastic situational awareness alerted you to the fact responders may not have been able to get into the house. Be mindful to not let this awareness impact the order in which you ask questions and don't let it lead you down a freelancing path.

You did a wonderful job reassuring the patient multiple times help was coming!

### Legend:

40	Correct	1	Not As Scripted
6	Not Correct	0	Not Read
8	Obvious	17	N/A
		0	Input Error

### Filter by:

'(No filter applied)'

# Incident Performance

Williamson County, Texas

1903-302

Agency: Case number: Discipline: EMD  
Calltaker: Shift/Team: Position:  
Complaint Description: daughter is not emotionally stable  
Caller party: 3rd Code Selected: 25 - D - 1  
How Obtained: 000 Call Date: Code Reviewed: 25 - A - 2

## Case Entry

### Address

Comment: As this was originally a 9-1-1 hangup, address/TX verification were obvious.

### Callback number

### Primary discipline choice

### Tell me exactly what happened.

Comment: The caller reported his daughter was emotionally unstable for a week - it was important to determine what was happening now/the reason for his call now.

### Choking question

### ECHO/Fast Track used

### With the patient now

### Patient count question

### Age question

Comment: The caller said his daughter was 26 yo.

### Age subquestion

### Gender

### Awake question

Comment: The caller said the patient was standing outside on the driveway with her son. It was obvious the patient was awake and breathing, you recorded she was not either.

### Breathing question

### Breathing subquestion

### Questions asked in order

### Chief Complaint selection

### Freelance questions

### Freelance instructions

### All questions/instructions given in the appropriate area

### Obvious questions

### Clarifiers

Comment: The caller said he and his wife were inside, but the patient and the patient's son were outside. Asked, "Did you say your wife is outside with her?" Remember the best way to clarify information is to ask the question again or give a declarative statement, followed by "is that correct" phrasing.

### Calming techniques

## Key Questions

### Sub-Chief Complaint

### Key Questions asked in order

### Freelance questions

### Freelance instructions

### All questions/instructions given in the appropriate area

### Obvious questions

# Incident Performance

Williamson County, Texas

1903-302

Agency:

Case number:

Discipline: EMD

Calltaker:

Shift/Team:

Position:

Complaint Description: daughter is not emotionally stable

Caller party: 3rd

Code Selected: 25 - D - 1

How Obtained: 000

Call Date:

Code Reviewed: 25 - A - 2

Clarifiers

Calltaker Initiated Shunt

Shunted appropriately (new or updated information)

Followed appropriate protocol links

Calming techniques

Does she have a weapon?

Where is she right now?

Is this a suicide attempt?

Is she thinking about committing suicide?

Comment: You did not ask if this was a suicide attempt and when the caller was asked if the patient was thinking about committing suicide, he said she made a "veiled threat" to her son.

## Final Coding

Determinant Code

Determinant Level

Determinant Descriptor

Determinant Suffix

Did not use Malicious Final Code

## Dispatch Life Support

PAIs

PDIs

Comment: Responders arrived before PDIs were completed. Also, while you did not give instructions from X2 (Routine Disconnect) you navigated to this panel. Remember we stay on the line, so X3 is the most appropriate panel to use.

Freelance questions

Freelance instructions

All questions/instructions given in the appropriate area

Obvious questions

Clarifiers

Followed appropriate DLS Links

Met the minimum Standards of Practice

Followed appropriate protocol links

Calming techniques

Breathing Verification Diagnostic

Pulse Diagnostic

Stroke Diagnostic

Aspirin Diagnostic

Compression Diagnostic

Contraction Diagnostic

Chemical Suicide Diagnostic

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# Incident Performance

Williamson County, Texas

1903-302

Agency:

Case number:

Discipline: EMD

Calltaker:

Shift/Team:

Position:

Complaint Description: daughter is not emotionally stable

Caller party: 3rd

Code Selected: 25 - D - 1

How Obtained: 000

Call Date:

Code Reviewed: 25 - A - 2

## Customer Service

Calltaker attitude

Use correct volume, tone, and rate

Display compassion

Avoid gaps

Explain actions

Provided reassurance

Did not create uncontrollable expectations

Avoided prohibited behaviors

## Overall Performance: Non-Compliant

### Comments:

The caller was unsure what kind of help he needed and you did well offering to send an ambulance to do a psych eval. Once it had been established responders were needed to address psychiatric behavior, you should have stuck to the protocol. In the future be very careful in how you record answers. By incorrectly inputting the awake and breathing information, the Determinant Code defaulted to 25-D-1 and you did not correct the wrongly generated code.

### Legend:

40  Correct

3  Not Correct

5  Obvious

0  Not As Scripted

1  Not Read

19  N/A

3  Input Error

Filter by:

'(No filter applied)'

# Incident Performance

Williamson County, Texas

1903-302

Agency:

Case number:

Discipline: EMD

Calltaker:

Shift/Team:

Position:

Complaint Description: SMELL ROTTEN SMELL AND CO DET MAKING

Caller party: 1st

Code Selected: 8 - D - 5

How Obtained: 000

Call Date:

Code Reviewed: 8 - D - 5

## Case Entry

### Address

Comment: When you asked the caller her address, you did not obtain/verify the city information and you only repeated the street name. This call was not a 9-1-1 call.

### Callback number

Comment: You did not, nor did you verify the caller's TX.

### Primary discipline choice

Tell me exactly what happened.

### Choking question

### ECHO/Fast Track used

### With the patient now

### Patient count question

### Age question

### Age subquestion

### Gender

### Awake question

### Breathing question

### Breathing subquestion

### Questions asked in order

### Chief Complaint selection

### Freelance questions

### Freelance instructions

### All questions/instructions given in the appropriate area

Comment: After asking the address, you asked if the caller was able to wake everyone and get them outside.

### Obvious questions

### Clarifiers

Comment: Asked, "How many are inside the house?" and then appropriately asked 3b.

### Calming techniques

## Key Questions

### Sub-Chief Complaint

### Key Questions asked in order

### Freelance questions

Comment: Asked, "Is your son having any difficulty breathing?"

### Freelance instructions

### All questions/instructions given in the appropriate area

### Obvious questions

### Clarifiers

### Calltaker Initiated Shunt



# Incident Performance

Williamson County, Texas

1903-302

Agency:

Case number:

Discipline: EMD

Calltaker:

Shift/Team:

Position:

Complaint Description: SMELL ROTTEN SMELL AND CO DET MAKING

Caller party: 1st

Code Selected: 8 - D - 5

How Obtained: 000

Call Date:

Code Reviewed: 8 - D - 5

Shunted appropriately (new or updated information)

Followed appropriate protocol links

Calming techniques

Ø Suicide attempt?

Is everyone safe and out of danger?

What kind of chemicals/fumes or hazardous materials are involved?

Are they completely alert (responding appropriately)?

Are they having any difficulty breathing?

Comment: Because this call was fast tracked due to there being multiple patients, the KQs were automatically phrased for the same. You did not read "Are they completely alert?". Instead of asking, "Are they having any difficulty breathing?" you asked, "Are you having any difficulty breathing?"

## Final Coding

Determinant Code

Determinant Level

Determinant Descriptor

Determinant Suffix

Did not use Malicious Final Code

## Dispatch Life Support

PAIs

PDIIs

Comment: Incorrectly gave PDIb.

Responders arrived prior to PDI completion.

Freelance questions

Freelance instructions

All questions/instructions given in the appropriate area

Obvious questions

Clarifiers

Followed appropriate DLS Links

Met the minimum Standards of Practice

Followed appropriate protocol links

Calming techniques

Breathing Verification Diagnostic

Pulse Diagnostic

Stroke Diagnostic

Aspirin Diagnostic

Compression Diagnostic

Contraction Diagnostic

Chemical Suicide Diagnostic

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1/21/2019

# Incident Performance

Williamson County, Texas

1903-302

Agency:

Case number:

Discipline: EMD

Calltaker:

Shift/Team:

Position:

Complaint Description: SMELL ROTTEN SMELL AND CO DET MAKING

Caller party: 1st

Code Selected: 8 - D - 5

How Obtained: 000

Call Date:

Code Reviewed: 8 - D - 5

## Customer Service

Calltaker attitude

Use correct volume, tone, and rate

Display compassion

Avoid gaps

Explain actions

Provided reassurance

Did not create uncontrollable expectations

Avoided prohibited behaviors

## Overall Performance: Non-Compliant

### Comments:


While this call started off with the caller reporting a CO alarm issue, it became clear she and others were feeling ill. You instinctively directed the caller and those affected to leave the area, but unfortunately this instruction was not given as scripted nor when directed to by the protocol. In the future, trust the KQ phrasing. As long as you've correctly entered the caller party info and number of people who are hurt/sick, ProQA will automatically rephrase questions. You did great provided the caller reassurances and explaining what our responders would do to help her.

### Legend:

37  Correct

7  Not Correct

6  Obvious

0  Not As Scripted

3  Not Read

16  N/A

0  Input Error

Filter by:

'(No filter applied)'

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100%	green highlight	High Compliance
85.00% to 99.99%	green text	Compliant
80.00% to 84.99%	orange text	Partial Compliance
50.00% to 79.99%	red text	Low Compliance
Below 50%	red highlight	Non-compliance

			FIRE						
Date	Event Number		Assignment of Call	Information Flow	Scene Safety	Protocol & Skill	Mutual / Automatic Aid	Working Incidents	Overall Score
		Accumulative Average	97.86%	75.75%	88.89%	94.67%	66.67%	54.17%	87.49%
x/x/2019	2019-XXXXXX		100.00%	32.77%	N/A	77.36%	N/A	N/A	69.38%
x/x/2019	2019-XXXXXX		100.00%	32.77%	66.67%	84.91%	0.00%	16.67%	48.84%
x/x/2019	2019-XXXXXX								
x/x/2019	2019-XXXXXX								
x/x/2019	2019-XXXXXX		100.00%	100.00%	N/A	100.00%	N/A	N/A	100.00%
x/x/2019	2019-XXXXXX		100.00%	32.77%	66.67%	100.00%	100.00%	100.00%	82.91%
x/x/2019	2019-XXXXXX								
x/x/2019	2019-XXXXXX		100.00%	100.00%	N/A	100.00%	N/A	0.00%	75.00%
x/x/2019	2019-XXXXXX		100.00%	100.00%	100.00%	100.00%	N/A	N/A	100.00%
x/x/2019	2019-XXXXXX		100.00%	69.23%	N/A	77.36%	N/A	N/A	73.93%
x/x/2019	2019-XXXXXX		100.00%	69.23%	100.00%	100.00%	N/A	N/A	92.31%
x/x/2019	2019-XXXXXX		100.00%	69.23%	100.00%	100.00%	N/A	100.00%	93.85%
x/x/2019	2019-XXXXXX								
x/x/2019	2019-XXXXXX		100.00%	100.00%	100.00%	100.00%	N/A	N/A	100.00%
x/x/2019	2019-XXXXXX								
x/x/2019	2019-XXXXXX		100.00%	81.82%	N/A	100.00%	100.00%	N/A	95.46%
x/x/2019	2019-XXXXXX								
x/x/2019	2019-XXXXXX		100.00%	100.00%	N/A	92.45%	N/A	N/A	97.48%
x/x/2019	2019-XXXXXX		100.00%	61.54%	N/A	77.36%	N/A	N/A	79.63%
x/x/2019	2019-XXXXXX		100.00%	100.00%	N/A	100.00%	N/A	N/A	100.00%
x/x/2019	2019-XXXXXX								
x/x/2019	2019-XXXXXX								
x/x/2019	2019-XXXXXX		100.00%	100.00%	N/A	100.00%	N/A	N/A	100.00%
x/x/2019	2019-XXXXXX		100.00%	69.23%	N/A	100.00%	N/A	N/A	89.74%
x/x/2019	2019-XXXXXX								
x/x/2019	2019-XXXXXX		63.64%	100.00%	N/A	100.00%	N/A	N/A	87.88%
x/x/2019	2019-XXXXXX								

EMS						
Assignment of Call	Scene Safety	Information Flow	Protocol & Skill	Overall Score		
96.50%	100.00%	95.16%	100.00%	98.17%		
100.00%	100.00%	61.29%	100.00%	91.11%		
100.00%	N/A	100.00%	100.00%	100.00%		
100.00%	N/A	100.00%	100.00%	100.00%		
100.00%	N/A	N/A	N/A	100.00%		
100.00%	N/A	N/A	N/A	100.00%		
100.00%	N/A	100.00%	100.00%	100.00%		
100.00%	N/A	100.00%	100.00%	100.00%		
61.54%	100.00%	100.00%	100.00%	88.81%		
100.00%	N/A	N/A	N/A	100.00%		

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**
**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Denise Amber Lee Foundation, Inc.  
Englewood, FL United States

**Certificate Number:**

2019-471716

**Date Filed:**

04/03/2019

**Date Acknowledged:**
**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County, Texas

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

1903-302

Develop and deliver a Comprehensive Quality Assurance Program to Williamson County Emergency Communications 9-1-1 Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gurian, Jason	Matthews, NC United States		X
	Meo, Danielle	Sarasota, FL United States		X
	Tryon III, Donald	Easthampton, MA United States		X
	Clark, Chris	Thomasville, NC United States		X
	Ornberg, Sherrill	DesPlaines, IL United States	X	

**5 Check only if there is NO Interested Party.**

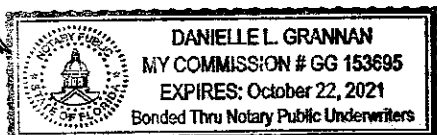
**6 UNSWORN DECLARATION**

My name is MARK LEE and my date of birth is 3/14/54

My address is 201 North Drive, Englewood, FL, 34723, US  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Sarasota County, State of FL, on the 3rd day of April, 2019.  
(month) (year)



[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

Supplier: **Denise Amber Lee Foundation**

## Proposal References

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

### Reference 1

Client Name:	Location:	
<b>Charlotte-Mecklenburg Police Dept.</b>	<b>Charlotte, North Carolina</b>	
Contact Name:	Title:	
<b>Joanna Prentice</b>	<b>Administrative Supervisor</b>	
Phone:	E-mail	
<b>704-336-7405</b>	<b>jprentice@cmpd</b>	
Contract Date To:	Contract Date From:	Contract Value: \$
<b>12/31/2015</b>	<b>9/30/2015</b>	<b>\$15,000</b>

Scope of Work:

**Pre-implementation Audit and resulting development of a comprehensive QA/QI program. Kick off training was also provided.**

### Reference 2

Client Name:	Location:	
<b>Natick Police Dept.</b>	<b>Natick, Massachusetts</b>	
Contact Name:	Title:	
<b>Charles Goodwin</b>	<b>Lead Dispatcher/Training Coordinator</b>	
Phone:	E-mail	
<b>goodwin@natickpolice.com</b>	<b>goodwin@natickpolice.com</b>	
Contract Date To:	Contract Date From:	Contract Value: \$
<b>Present</b>	<b>7/1/17</b>	<b>\$14,400</b>

Scope of Work:

**Provided a Pre-implementation audit on their existing QA for EMD. Perform quality assurance audits, remotely, on 10% of all their EMD calls.**

### Reference 3

Client Name:

Location:

**Williamson County Emergency Communications****Georgetown, Texas**

Contact Name:

Title:

**Michelle Porter****Assistant Director of Professional Education**

Phone:

E-mail

**512-864-8253****mporter@wilco.org**

Contract Date To:

Contract Date From:

Contract Value: \$

**10/1/2018****3/1/2018****\$85,000**

Scope of Work:

**Provided a Pre-implementation audit on their dispatching QA for Police, Fire, and EMD. Calibrated all in house QAEs and foundation 3rd Party QAEs and then began performing quality assurance evaluations on their Fire and EMD dispatches. Compiled data on scoring trends and supplied reports.**

**Supplier: Denise Amber Lee Foundation**

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

**For vendor doing business with local governmental entity**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b></p> <p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>	
<p><b>3</b></p> <p><b>Name of local government officer about whom the information is being disclosed.</b></p> <p>Name of Officer</p>	
<p><b>4</b> 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.</p> <p>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?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p><b>5</b> <b>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.</b></p>	
<p><b>6</b></p> <p><input type="checkbox"/> 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).</p>	
<p><b>7</b></p> <p>Signature is not required if completing in BIDS SYNC electronically;</p> <p>Signature of vendor doing business with the governmental entity</p>	<p><b>marklee@deniseamberlee.org</b></p> <p>Date</p>





## 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 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.



Supplier: Denise Amber Lee Foundation



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION NUMBER 1903-302 Comprehensive Quality Assurance Program**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:  
Apr 9, 2019 3:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY OPENED:  
Apr 9, 2019 3:00:00 PM CDT**

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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Proposal.**

**All electronic proposal must be submitted via: [www.bidsync.com](http://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: **BID NAME AND NUMBER**  
100 Wilco Way  
Suite P101  
Georgetown, TX 78626

- 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."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - 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](http://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.
- Any Addenda and/or other information relevant to the RFP will be posted on [www.bidsync.com](http://www.bidsync.com).
  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
-

**Supplier: Denise Amber Lee Foundation**

## 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."

<b>Name of Respondent:</b>	<b>Denise Amber Lee Foundation, Inc.</b>
<b>Address of Respondent:</b>	<b>PO Box 781</b>
<b>Email:</b>	<b>marklee@deniseamberlee.org</b>
<b>Telephone:</b>	<b>9418302035</b>
<b>Printed Name of Person Submitting Affidavit:</b>	<b>Mark Lee</b>
<b>Signature of Person Submitting Affidavit:</b>	<b>Mark Lee</b>

### Cooperative Purchasing Program

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

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

---

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

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

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

Notary Public in and for

The State of

The County of

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

Supplier: **Denise Amber Lee Foundation**



## **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's performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

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

## 2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

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

the Proposal.

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

## 2.5 CONFLICT OF INTEREST

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

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

<http://www.wilco.org/Departments/Purchasing/Conflict-of-Interest>

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 fun 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](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 (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. **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. Please be aware that submitting proposals electronically is a convenience to the respondent. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of respondent's submittal.**

Refer to [www.bidsync.com](http://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**  
100 Wilco Way, Suite P101  
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 or 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 on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

### **3.6 ECONOMY OF PRESENTATION**

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of 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 an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. 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's 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's 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's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The RFP and its Addenda (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 in 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 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 in 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 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 be 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 (15<sup>th</sup>) 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  
100 Wilco Way, Suite P101

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 of 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 by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

#### **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's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of the Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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, civil or criminal, or anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. Furthermore, the respondent certifies to the best of its knowledge and belief that within the last five (5) years Respondent or Respondent Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Respondent cannot so certify to the above, then it must submit along with its proposal, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Respondent. The Respondent's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Respondent shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract if becomes aware of any event which would cause the Respondent's certification or explanation to change. Respondent acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract. 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 a 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 the 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.