

Solicitation 1907-335

Fire and Safety Inspection, Testing, Maintenance, and Repair Services

Bid Designation: Public



Williamson County, Texas

Bid 1907-335**Fire and Safety Inspection, Testing, Maintenance, and Repair Services**

Bid Number	1907-335
Bid Title	Fire and Safety Inspection, Testing, Maintenance, and Repair Services
Bid Start Date	In Held
Bid End Date	Aug 19, 2019 3:00:00 PM CDT
Question & Answer End Date	Aug 15, 2019 4:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-943-1553 johnny.grimaldo@wilco.org
Contract Duration	2 years
Contract Renewal	4 annual renewals
Prices Good for	365 days
Pre-Bid Conference	Aug 8, 2019 10:45:00 AM CDT Attendance is mandatory Location: Williamson County Purchasing Dept 100 Wilco Way, Suite P101 Georgetown, TX 78626
Bid Comments	Williamson County is seeking qualified contractors to provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems testing, inspection, and maintenance services at each Williamson County facility listed in this RFP.

Item Response Form

Item	1907-335--01-01 - Please attach all documents to this line
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Williamson County, Texas
	<u>No Location Specified</u>

Qty 1

Description

Please attach all documents to this line

Proposal References

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

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

5

6

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

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

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

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

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

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

- (2) the date that the vendor:

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

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

- (3) the date the vendor becomes aware:

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

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

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1907-335
Fire and Safety Inspection, Testing, Maintenance, and Repair
Services

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Aug 19, 2019 3:00:00 PM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
Aug 19, 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.

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

- **Respondents are strongly encouraged to carefully read this entire RFP.**

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

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

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

General Information:

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

Williamson County Purchasing Department
Attn: **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.
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- 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.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
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PROPOSAL AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Name of Respondent:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Address of Respondent:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Email:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Telephone:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Printed Name of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Signature of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Cooperative Purchasing Program

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

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

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

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

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

[]
Notary Public in and for

The State of []

The County of []

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.



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

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 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 (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
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 (31st) day after the later of the following:

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

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

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

Payment inquiries should be directed to the following address:

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

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation, 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.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78633

Request for Proposal
Fire and Safety
Inspection, Testing, Maintenance, and Repair Services for
Williamson County, Texas

Attachment A –
Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

RFP # 1907-335

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

Proposal Information:

Attachment A	Williamson County Fire and Safety Inspection, Testing, and Maintenance Service – Scope of Work
Attachment B	Williamson County Premises and Device Count
Attachment C	Williamson County Compensation and Fees
Attachment D	Respondent Qualifications Form
Attachment E	Bid References
Attachment F	Respondents Questionnaire: A. Qualifications & Experience B. Financial Disclosure C. Method of Approach
Attachment G	RFP Checklist
Attachment H	Williamson County FY19 Holidays

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services
STATEMENT OF WORK

1) PURPOSE:

- a) Contractor shall provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems testing, inspection, and maintenance services at each Williamson County facility listed in Attachment B – Williamson County Premises, Equipment List and Device Counts, attached hereto and incorporated herein for all purposes. The systems listed in Attachment B – Williamson County Premises, Equipment List and Device Counts are representative of the known systems in each facility and may or may not be all inclusive; however, Contractor shall be responsible for inspection and testing of all systems at each premise whether listed or not.

2) CONTRACT TERM:

- A. Services shall be for a period beginning on or after October 1, 2019 and shall expire on or before September 30, 2021.

If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

3) INSURANCE REQUIREMENTS:

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

- (1) Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals**. All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

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

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

- i) **Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) is in effect the following insurance:

- (1) Worker's Compensation in accordance with statutory requirements.

- (2) Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

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(3) Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.

(4) Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

- c) **Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- d) **Premiums and Deductible.** Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.
- e) **Commencement of Work.** Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.
- f) **Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- g) **Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**
- h) **No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.
- i) **Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.
 - i) Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

- ii) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

- iii) **Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

4) **INQUIRIES:**

- a) The sole point of contact for inquiries concerning this solicitation is:

- (a) Williamson County Purchasing Specialist – Johnny Grimaldo, CPPB
(b) Desk Phone Number: 512-943-1553
(c) Email address: johnny.grimaldo@wilco.org
(d) Subject: RFP Williamson County Fire and Safety

- b) All communications relating to this solicitation shall be directed to the Williamson County contact person named above. All other communications between a respondent and Williamson County agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the Williamson County point of contact or any other staff prior to response evaluation. Failure to comply with these requirements may result in response disqualification.

5) **TECHNICAL CONTACT:**

- a) Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

6) **EXAMINATION OF PREMISES:**

- a) Contractor shall be held to have examined all Williamson County premises at which the work will take place and to be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during any project.

- b) **Pre-Proposal Conference** is scheduled for:

i) Date: **Thursday, August 8th, 2019**

ii) Time: **9:30 am**

iii) Address:

Georgetown Annex
Room: Purchasing Training Room – P104A
100 Wilco Way
Georgetown, TX 78633

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- iv) Attendance at the one (1) scheduled pre-proposal conference is **MANDATORY**. **Only those Respondents whose names and represented firms are on the pre-proposal conference sign-in sheet shall be allowed to submit a response.** Please do not be late to the pre-proposal conference. Any attendee that arrives more than 10 minutes late will be denied entry. Attendees are encouraged to bring their own copy of this RFP document and attachments, as a limited number of hardcopies will be available at the Pre-Proposal conference.
- v) A **MANDATORY** jobsite walkthrough of the Williamson County premises will be conducted after each pre-proposal conference. Respondents shall be prepared to drive to the following Williamson County premises and complete the mandatory walkthrough with the Williamson County Contract Administrator or designee and Facility escort. **Only those Respondents whose names and represented firms are on the mandatory walkthrough acknowledgement sheets shall be allowed to submit a response.**
 - (1) **Juvenile Justice Center – 200 Wilco Way, Georgetown, TX**
 - (a) **Walkthrough – Thursday, August 8th @ 10:45 AM** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Contract Administrator or designee. Open parking available in the parking lot to the North-east of the Justice Center.
 - (2) **Emergency Service Operation Center (ESOC) – 911 Tracy Chambers Ln, Georgetown, TX**
 - (a) **Walkthrough – Thursday, August 8th @ 11:30 AM**
 - (b) **Parking and Staging** - Walkthrough provided by Williamson County Contract Administrator or designee. Open parking available in the parking lot in front of ESOC facility. Respondents shall be required to complete show valid driver's license and complete security form before gaining access to be escorted through the building.
 - (3) **Justice Center – 405 MLK, Georgetown, TX**
 - (a) **Walkthrough – Thursday, August 8th @ 12:45 PM**
 - (b) **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Contract Administrator or designee. Open parking available in the parking lot to the North-east of the Justice Center. Respondents shall be required to pass thought metal detection system.
 - (4) **Sheriff Office and Jail – 508 South Rock Street, Georgetown, TX**
 - (a) **Walkthrough - Thursday, August 8th @ 1:45 PM**
 - (b) **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Facilities Maintenance supervisor and Williamson County Contract Administrator or designee. Open parking available in the parking lot to the South-east of the Sheriff Office Administration.
 - (5) **CTTC – 601 N Alligator Road, Granger, TX**
 - (a) **Walkthrough - Thursday, August 8th @ 3:30 PM**
 - (b) **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the CTTC Maintenance supervisor and Williamson County Contract Administrator or designee. Open parking available in the parking lot near entrance of building available.

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7) ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:

- a) Access to following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives who will be required to provide inspection, testing, and maintenance services for fire alarm and related systems service at the following restricted and escorted facilities prior to or at time of service being performed under this contract. Facilities under this requirement include, but not limited to:
 - i) Detention Center, Jail, Treatment and ESOC Premises:
 - (1) JJC
 - (2) SO/Jail
 - (3) CTTC
 - (4) ESOC
 - (5) CJIS Areas
- b) Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
 - i) A photocopy of valid Government Issued Identification
 - ii) Company Identification
- c) Upon entering and leaving any Williamson County premises, Contractor's service representative will be required to sign in and out at receptionist desk or with the Authorized facility personnel.
- d) Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized facility personnel or designee.
- e) Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises, and should attempt to become familiar with all applicable procedures.

8) CONTRACT ADMINISTRATION RESPONSIBILITY:

- a) Williamson County shall provide a designated "Contract Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.
- b) Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
 - i) Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.
- c) Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.
 - i) Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.
 - ii) Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:
 - (1) Discover, discuss and/or reject unacceptable work;
 - (2) Discover and discuss work not in accordance with the Contract;
 - (3) Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.
 - iii) Contractor agrees to conduct all services under this Contract by and through appropriate communications with the Contract Administrator. No work, installation or other services shall be undertaken by Contractor except with the prior written direction of the Contract Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson

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County's Contract Administrator or designee is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense. Contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this Contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this Contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contract Administrator or designee.

- iv) Contractor agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

d) PROGRAM EVALUATION:

- i) Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary.
- ii) Contractor shall take prompt action to correct all identified deficiencies.

E) SCOPE OF WORK CHANGES:

- i) Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.
- ii) Any change must be asserted within 30 business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).
- iii) Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.
- iv) Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s) at the same rate quoted in the contract for the same model product or service.
- v) Service locations added to this contract will be in Williamson County.

9) SCHEDULES:

- a) The schedules for all inspections and testing shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior to an inspection and any associated testing, and may only be altered at the discretion of the Contract Administrator or designee.
- b) All testing and maintenance shall be conducted during established business hours at or after 6 am., on weekends, or on approved Williamson County Holidays.
- c) Visual inspections, testing, or maintenance that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.
- d) Service Hours: Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 7:00 am and 6:00 pm unless

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other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

- e) Business Hours at a minimum, shall be work performed between 7:00 am and 6:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.
- f) After Hours Service shall be work performed after 6:00 pm and before 7:00 am.
- g) Weekend and Holiday shall be work performed during Saturday, Sunday or during any Williamson County holiday.
- h) Williamson County Holidays: Holidays observed by Williamson County are listed at <http://www.wilco.org/Residents/County-Holidays> or by obtaining a list from the Williamson County Contract Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

10) INSPECTIONS AND TESTS:

- a) **STAFF REPORTING CONSISTENCY:** Contractor shall familiarize personnel providing services under this contract with all Williamson County premises. Contractor shall maintain premises address, know where to park, access issues, equipment locations, valve locations, wiring rungs, repair history – just to name a few; are all necessary to ensure there are no hindrances to the Contractor. Additionally, the Contractor shall make every effort not to burden Williamson County staff with having to escort Contractor personnel that have no knowledge about the building layout around the premises. Additionally, the Contractor shall make every effort possible to assign a technicians(s) on a consistent basis who will become familiar with the various sites and security requirements.
- b) **TAG STATUS:** Contract Administrator or designee must be notified in writing of tag status upon discovery. A completed copy of service/inspection report(s) shall be furnished to the Contract Administrator or designee within 5 business days of inspection and testing.
- c) **FIRE EXTINGUISHER:**
 - (1) Contractor shall perform annual inspection services in accordance with current NFPA 10 standards., Federal, State, and Municipal codes, rules, regulations and ordinances.
 - (2) Contractor shall perform the following on all extinguishers annually at each designated location within each of the premises under this contract:
 - (a) Visual inspection;
 - (b) Hydrostatic/maintenance testing;
 - (c) Weighing;
 - (d) Visual inspection of pressure gauges;
 - (e) Removal or replacement of tamper seals and safety pull pins (tamper seals shall be included in inspection fee);
 - (f) Cleaning and re-hanging extinguishers;
 - (g) Review extinguisher placement, size and type;

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- (h) Complete and attach new inspection tag; and
 - (i) Identify any repairs needed for placement cabinets.
- ii) Contractor shall contact Contract Administrator or Designee while on premises of all “non-compliance” extinguishers.
 - iii) Contractor shall review and provide Contract Administrator or designee up-to-date floor plans identifying placement of fire extinguishers.
- d) **FIRE ALARM SYSTEM:** Including, but not limited to, fire suppression systems and back flow testing, and inspection. This shall also include kitchen hood suppression systems.
- i) Smoke detectors sensitivity testing shall be performed on a biannual basis, starting in the first quarter of contract award.
- II) **Contractor Requirements:**
- (a) Individual building fire alarm systems shall be inspected in accordance with the applicable codes that were in effect at the time of system installation including but not limited to the NFPA Codes and Standards for the applicable component being tested. Inspections shall be conducted in accordance with the requirements of Chapter 14, Inspection, Testing, Maintenance, of the current edition of NFPA 72, National Fire Alarm and Signaling Code, and current edition of NFPA 1221, Standards for the Installation, Maintenance, and Use of Emergency Services Communications systems.
 - (b) Inspections will include verification of transmission of all alarm, trouble and supervisory signals to Williamson County monitoring stations or fire alarm systems that transmit full point reporting and/or graphics to Williamson County’s monitoring stations, Contractor shall verify transmission of each individual point to Williamson County’s monitoring stations and verify that the alphanumeric point description transmitted to Williamson County’s monitoring stations and the graphic representation at Williamson County monitoring station is in agreement with the alphanumeric point description registered at the fire alarm control panel in the applicable building.
 - (c) All inspection forms utilized in this contract shall meet the minimum requirements as specified in NFPA Fire Protection Systems, current edition, Inspection, Test, and Maintenance manual.
 - (d) All supplies, materials, and chemicals shall be new or unused, except if otherwise agreed upon by Contract Administrator or designee of specific materials that may be reused.
 - (e) Contractor shall perform the work in a way to minimize disruption to the normal operations of building tenants. Upon completion of work, the Contractor is responsible for cleaning and removing from the Williamson County premises all debris, materials, and equipment associated with the work performed.
- e) **WATER SUPPLY SYSTEMS:**
- (1) Inspection and testing of the water supply are part of the inspection and testing program. Water supply system repairs shall be performed on a time and material basis.
 - (2) All equipment specified shall be inspected, tested, and repaired in accordance with NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.
 - (3) Contractor shall notify the Contract Administrator that testing will be conducted and notify when testing is completed.
- f) **FIRE SUPPRESSION SYSTEM:**

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- i) Contractor shall perform at minimum, annual inspections and test as recommended either monthly, quarterly, annually, semi-annually using the appropriate addition of NFPA standards see attachment B – Williamson County Premises & Device Counts.
- ii) Contractor shall inspect and test systems to ensure the proper, efficient, reliable, and safe performance of all equipment. Work shall be in accordance with using the appropriate addition of NFPA or local codes, equipment manufactures' recommendations, and the specifications herein. Any federal or municipal codes, rules, or regulations shall prevail over the specifications listed herein.
 - (1) Contractor shall provide Contract Administrator or designee with a copy of applicable local regulations, if it is different than NFPA.
- iii) Fire sprinkler testing may need to be performed outside of normal business hours, on weekends, or on Williamson County holidays. All inspections and testing shall be scheduled, coordinated, and approved with Contract Administrator or designee.
- iv) Water leaks found in plumbing lines that serve a fire suppression system shall be noted for repair as a billable item, unless the leak is caused by the Contractor wherein repairs costs shall be incurred by the Contractor.
- v) A discharge hose may be requested to be installed at all main drains and inspector test discharge lines during testing to prevent damage and erosion to site landscaping. Any damage to landscaping shall be the responsibility of the Contractor to repair at no additional cost to Williamson County. Should the Contractor find it necessary to make any repairs for landscape damage or erosion caused by the Contractor, the cost shall be deducted from monies owed to the Contractor.
- vi) Check gauges on both sides of the check valve to determine the pressures are approximately equal.
- vii) Unlock chains, if applicable, and exercise all control valves from full open to full close and return to full open. Lubricate stem during exercising. Tamper alarm should appear on main Fire Panel if installed.
- viii) Open main drain valve for one full minute. Correlate flow pressure rating at main valve.
- ix) All tests performed by the Contractor that triggers the building fire alarm system shall require disabling and enabling the fire panel, as not to disrupt building occupants. The fire suppression contractor shall not disable or enable a building fire alarm system.

g) **FIRE PUMPS:**

- i) Contractor shall provide inspections and tests annually. All pumps are operated by electric motors. The Contractor shall be responsible for lubrication of the motor, but not repairs or replacement.
- ii) All inspections, testing, and service of fire pumps systems shall be in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.
- iii) Notify Facilities Supervisor and/or designated staff member that testing will be conducted and notify when testing is completed.
- iv) All Jockey pumps and main fire pumps will be inspected quarterly for leaks, corrosion and proper operation. Record start and stop pressures on Jockey and main pump during quarterly sprinkler inspection. Routine cleaning and adjustments of pump packing will be incorporated into the test and inspect cost and should be completed during the quarterly test.
- v) Ensure all safety devices and relief valves are functioning properly during the quarterly sprinkler service.
- vi) Lubricate pump motors and all associated valves annually.

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vii) Perform fire pump flow test annually as specified in systems in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

viii) Clean up all water spills (wet floor signs shall be used for safety precautions).

ix) Complete and attach new inspection tag.

g) FIRE HOSE & STANDPIPE:

a. Contractor shall provide inspections and tests annually.

b. Contractor shall replace lined Precision Calibration and Tested (PCT) hose at minimum every five (5) years based on the manufacture date on the hose or at minimum current NFPA code requirement, whichever is smaller time frame and agreed upon by the Contract Administrator or designee.

c. Complete and attach new inspection tag to valve handle.

h) PRE-ACTION SYSTEMS:

i. Contractor shall perform inspection and test semi-annually.

ii. Test the deluge and pre-action systems semi-annually and trip test annually.

iii. Test Very Early Smoke Detector Apparatus (VERSDA) systems reporting directly to a pre-action panel shall be the responsibility of the Contractor as an all-inclusive service.

iv. Notify Contract Administrator or designee prior to conducting test and notify when testing has been completed.

v. All actuating devices shall be inspected and tested semi-annually. Check if alarm panel has been triggered. Alarm system contractor to be present during testing to ensure reporting to main fire panel and bypassing of building system devices.

vi. Check the low air pressure alarm for operations.

vii. Complete and attach new inspection tag or punch existing.

i) FIRE HYDRANTS:

a. Contractor shall provide inspection and test annually.

b. All Williamson County owned fire hydrants shall be marked in accordance with NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

c. All Williamson County owned fire hydrants will be inspected annually in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

d. Open each hydrant and flow for not less than 1 minute. After shutting down check for drainage. Hydrant should drain within 60 seconds.

e. Lubricate the operating nut, parking and thrust collar annually, to ensure the hydrant can be readily opened.

f. Underground water supply lines to the hydrant shall not be the responsibility of the Contractor.

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j) BACKFLOW PREVENTERS TESTING:

- i. Contractor shall provide inspections and tests annually unless otherwise specified in writing by the Contract Administrator or designee.
- ii. Inspection and testing to all backflow preventers listed in Attachment B – Williamson County Premises & Device Counts shall be serviced in accordance with current Federal, State, and Municipal codes, rules, regulations, and ordinances.
- iii. All inspections shall be performed only by persons who have a current and valid testers certification.
- iv. Proof of certification(s) must accompany bid package.
- v. All backflow preventers failing inspection and test should be noted for repair and re-tested at the request of the Contract Administrator or designee. Contract Administrator or designee should be notified within the same business day after the Contractor has tested and failed a backflow device. Contractor must obtain written request from Contract Administrator or designee for any repairs required.
- vi. Purchase order shall be issued prior to beginning any billable work for repairs.
- vii. Contactor must tag all backflow units that have passed any testing requirements. The tag is to be supplied by the contractor and must be weatherproof along with its attaching method. Additionally, the tag must depict the date of the test and the tester's initials.
- viii. Contractor shall comply with all required reporting requirement by accurately completing and submitting all reporting forms to the appropriate entities (city/county/state/etc.) and email a courteous copy of the submitted document(s) along with date and time stamp the document(s) were successfully submitted to Contract Administrator or designee.

k) CLEAN AGENTS GAS SUPPRESSION SYSTEM:

- i. Contractor shall perform inspection and test semi-annually.
- ii. All inspections, testing, and service shall be in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.
- iii. Test the deluge and pre-action systems semi-annually and trip test annually.
- iv. Notify Contract Administrator or designee prior to conducting test and notify when testing has completed.
- v. Complete and attach new inspection tag that is permanently attached.
- vi. A completed copy of the container inspection report shall be furnished to the Contract Administrator or designee within 5 business days if inspection and testing.

l) KITCHEN HOODS, DRY/WET CHEMICAL:

- i. Inspect, testing, and cleaning kitchen hood systems in accordance with NFPA 17, 17A, and 96 or current enforceable codes.
- ii. Complete inspections, testing, and service of each unit shall be performed semi-annually as scheduled by the Contract Administrator or designee.

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- iii. All cylinders are to be weighted and tagged in accordance with NFPA requirements. Fusible links and water wash automatic sprinkler heads shall be replaced annually and noted on the inspection report. All used fusible links and water wash automatic sprinkler heads replaced will be returned to the Contract Administrator or designee. Ensure nozzle caps do not have an accumulation of grease and are in place.
- iv. All actuating devices will be inspected and tested semi-annually. Check if alarm panel has been triggered.
- v. Ensure gas and electric are off during each test. Reset equipment to operational status upon completion.
- vi. Perform hydrostatic tests on cylinders as required. Hydrostatic test due dates on all cylinders will be noted on the inspection forms. All inspection reports will be submitted to the Contract Administrator or designee with invoicing.
- vii. Discharge of systems and repairs caused by negligence of the Contractor, its employees, servants, or agents will be at no cost to Williamson County.

m) LOW VOLTAGE SYSTEMS – INSPECTIONS AND TESTING

- i) Inspections and / or testing Fire Alarm Systems will be performed as requested by Contract Administrator to ensure systems are working properly without defects upon request by the Contract Administrator, as stated in product maintenance and/or warranties, or as mandated by state and/or federal laws.

2) MAINTENANCE AND REPAIRS: Current edition NFPA standard shall be used for all maintenance and repairs. Requests for maintenance and repairs shall be made based on most current NFPA.

- a) **RESPONSE TIMES:** Response time to all Business Hours repair service work shall be within four (4) hours on-site after Contractor receives request from Contract Administrator or designee, with the exception of an emergency request that occurs during Business Hours, which shall be two (2) hours.
 - i) **After hours and Weekends/Holiday** repair request shall have a four (4) hour response time, unless declared an emergency, then it shall be two (2) hours on site.
 - (a) The contractor shall be required to provide the Contract Administrator or designee with a twenty-four (24) hour toll free access to their staff via any communication system chosen by the Contract Administrator or designee.
 - ii) **RE-EXECUTION OF WORK:** Contractor shall re-execute any work that fails to conform to requirements of the contract. The contractor shall immediately remedy any defects due to faulty workmanship. Such re-execution of work shall be the sole responsibility of the contractor (including all associated cost).
 - iii) **RECORDS OF PROVIDED SERVICES:** Contractor shall maintain complete and accurate records required substantiating the services provided (including required part replacements) to Contract Administrator or designee. Such records shall, at a minimum, indicate the dates, times, and type of servicing performed. The contractor shall make all records available to the Contract Administrator or designee upon request at no additional cost. All such records shall become the property of Williamson County.
 - iv) **TAG STATUS:** Contract Administrator or designee must be notified in writing of tag status upon discovery.
- b) **FIRE EXTINGUISHERS:** Contractor shall provide the Contract Administrator or designee replacement portable fire extinguishers of equal size and type should any contracted equipment require off site servicing. Contractor shall be responsible for providing the Contract Administrator or designee with the serial number of any fire extinguisher(s) removed from the site for repairs and / or any other reason.
 - i) Replacement fire extinguishers shall be supplied at no additional cost to the contract and shall remain available for use until all repairs have been completed and the contracted equipment is fully repaired, certified returned to appropriate location.

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- ii) All fire extinguishers shall be returned to their proper locations(s) prior to submission of invoice(s) for payment.

c) **FIRE SUPPRESSION SYSTEMS:**

- i) Repairs shall be quoted and invoiced as time and materials.
- ii) Contractor shall provide all labor, supervisions, parts, tools, equipment, transportation, and all effort necessary to perform said services in accordance with all NFPA or local codes and standards and the specifications herein. All repairs shall be billable with the exception of repairs required due to negligence on the part of the contractor or subcontractor.
- iii) Contractor's technical staff shall be thoroughly trained and licensed on fire suppression systems and back flow repair and maintenance. **Copies of employee certification or completion of acceptable training on fire suppression system/back flow must accompany the bid package.**
- iv) Contractor must have a valid State of Texas Contractors license for Fire Protection Systems and Backflow Systems. **Proof of licenses must accompany bid package.**
- v) Contractor must have a valid State of Texas Contractors license for backflow prevention valves. Contract award shall be contingent upon the successful Contractor either holding one of the current licenses or obtaining one within a negotiated time frame after award.
- vi) Contractor's service vehicles shall carry sufficient supply of repair parts and equipment to perform routine fire suppression service and repairs. The Contractor shall have a local shop and/or warehouse that stock parts to keep their vehicles supplied daily.

d) **FIRE SPRINKLER SYSTEMS:**

- i) Repairs shall be quoted and invoices as time and materials.
- ii) Work shall be in accordance with NFPA and/or local codes, equipment manufacture's recommendations, and the specifications herein. Any federal or municipal codes, rules, and/or regulations shall prevail over the specifications listed herein.
- iii) Water leaks found in plumbing lines that serve a few suppression systems shall be repaired as a billable item, unless leak is caused by the Contractor wherein repairs costs shall be incurred by the contractor.

e) **FIRE PUMP:**

- i) Repairs shall be quoted and invoices as time and materials.
- ii) All service of fire pumps systems shall be in accordance with current NFPA, Federal State, and Municipal codes, rules, regulations and ordinances.

f) **FIRE HOSE AND STANDPIPE:**

- i) Repairs and Replacements shall be quoted and invoices as time and materials.
- ii) Each standpipe and hose cabinet with lined Precision Calibration and Tested (PCT) hose is to be serviced using the current NFPA codes.
- iii) Contractor shall replace lined PCT hose at minimum every five (5) years based on the manufacture date on the hose or at minimum current NFPA code requirement, whichever is smaller time frame and agreed upon by the Contract Administrator or designee.

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- (1) Contract Administrator or designee may request the Contractor to replace a hose cabinet that is worn, vandalized, or damaged due to rust or corrosion. Replacement of hose cabinet shall be quoted and invoiced as time and material.

- iv) Replace all missing break bars and chains on locking-type glass front cabinets, and ensure door is operating properly. Parts missing shall be quoted and invoiced as time and materials.

- (1) Contractor shall notify the Contract Administrator or designee prior to replacement and obtain approval before replacing the parts.

- v) Replace any missing or inoperable nozzles with plastic fog type units. Missing nozzles shall be quoted and invoiced as a time and materials.

- (1) Notify the Contract Administrator or designee prior to replacement and obtain approval before replacing the parts.

- vi) Install new gasket, if needed or requested by the Contract Administrator or designee, in female hose fittings.

- vii) Complete and attach new inspection tag to valve handle.

g) PRE-ACTION SYSTEMS:

- i) Repairs shall be quoted and invoiced as time and materials.

- ii) Any Very Early Smoke Detector Apparatus (VERSDA) systems reporting directly to a pre-action panel shall be the responsibility of the Contractor as an all-inclusive service.

- iii) Contractor shall supply replacement parts (i.e. filters, etc), calibrations, and any preventive maintenance required to maintain system to manufacturer's specifications or current codes or laws.

- iv) Notify Contract Administrator or designee of repairs and maintenance issues that are needed.

h) FIRE HYDRANTS:

- i) Repairs shall be quoted and invoiced as time and materials.

- ii) All Williamson County owned fire hydrants shall be serviced in accordance with current NFPA, Federal, State, and Municipal codes, regulations, and ordinances.

- iii) Underground water supply lines to the hydrant shall not be the responsibility of the Contractor.

i) BACKFLOW PREVENTERS:

- i) Repairs necessary on backflow units shall be time and materials.

- ii) Repairs to all backflow preventers listed in these specifications shall be serviced in accordance with current Federal, State, and Municipal codes, rules, regulations and ordinances.

- iii) All repairs will be performed on by persons who have a valid certification.

- (1) Proof of certifications must accompany bid package.

- iv) All repaired backflow preventers shall be re-tested at the request of Contact Administrator or designee.

- v) Contractor is responsible for providing report to the appropriate party (city/state/etc) and providing proof of timely submission along with accepted reporting from the appropriate party and copy of the submitted report to Contract Administrator or designee.

j) CLEAN AGENTS GAS SUPPRESSION SYSTEM (SEMI-ANNUALLY):

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- i) Repairs necessary on VERSA units shall be time and materials.
- ii) Repairs to all in these specifications shall be serviced in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.
- iii) **TAG STATUS:** Contract Administrator or designee must be notified in writing of tag status upon discovery. A completed copy of service/inspection report(s) shall be furnished to the Contract Administrator or designee within 5 business days of inspection and testing.

k) KITCHEN HOODS:

- i) Full Maintenance/Cleaning Service on Kitchen Hood units:
 - (1) All service to kitchen hoods (dry or wet chemical extinguish systems) shall be at no additional cost other than the maintenance fee.
- ii) Clean kitchen hood systems in accordance with NFPA 17, 17A, and 96 or current enforceable codes.

l) LOW VOLTAGE SYSTEMS – MAINTENANCE AND REPAIRS:

- i) As a result of inspections and/or testing, or as needed due to system failures, maintenance and repairs of Fire Alarm Systems will be performed according to manufacturer's instructions. Technicians shall be certified and trained to perform maintenance and repairs on Low Voltage Systems under the contract.
 - (1) System installation trainees shall be under the supervision of a qualified and certified installer.
- ii) Warranties should be reviewed on products prior to performing maintenance and repairs to ensure member is not services that are covered under warranty.

GENERAL SCOPE OF WORK:

- iii) **DESIGN:** Contractor should have fully certified, qualified, and trained personnel with the ability to design a turnkey solution for Fire Protection and Security Monitoring systems.
- iv) **INSTALLATION:** Contractor should have qualified technician(s) with the ability and applicable certifications to install equipment for monitoring systems.
- v) **TECHNOLOGY:** State of the art technology solutions, innovative solutions to improve efficacies should include reporting and alert systems, online access to data, mobile device management, etc.
- vi) **TRAINING ASSURANCE:** Training should be available upon implementation of new program as well as ongoing and continuous communication and quality assurance. Resources should be made available for quick tutorials on how to obtain Alarm History, view Monitoring Location information, and access similar reporting features.

m) FIRE ALARM SYSTEM:

- i) The fire alarm system shall comply with requirements of NFPA Standard 72 for Protected Premises Signaling Systems except as modified and supplemented by this specification. The system shall be electrically supervised and monitor the integrity of all conductors.
- ii) The fire alarm system shall be manufactured by an ISO 9001 certified company and meet the requirements of BS EN9001: ANSI/ASQC Q9001-1994.
- iii) The system and its components shall be Underwriters Laboratories, Inc. listed under the appropriate UL testing standard as listed herein for fire alarm applications and the installation shall be in compliance with the UL listing.

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- iv) The system installation shall be supervised by a minimum NICET (minimum Level II Fire Alarm Technology) technician on site to guide the final checkout and to ensure the systems integrity.
- v) The system shall provide, or be capable of expansion to meet various sizes of projects.
- vi) Alarm signals arriving at the FACP shall not be lost following a primary power failure (or outage) until the alarm signal is processed and recorded.
- vii) All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a protective signaling system, meeting the National Fire Alarm Code.
- viii) All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.
- ix) All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.
- x) Wiring shall be in accordance with local, state and national codes and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer.
- xi) All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in NFPA 70.
- xii) All field wiring shall be electrically supervised for open circuit and ground fault.
- xiii) Systems shall have the ability to display or print system reports.
- xiv) The display shall annunciate status information and custom alphanumeric labels for all intelligent detectors, addressable modules, internal panel circuits, and software zones.
- xv) The control panel shall be housed in a UL-listed cabinet suitable for surface or semi-flush mounting. The cabinet and front shall be corrosion protected, given a rust-resistant prime coat, and manufacturer's standard finish.
- xvi) The door shall provide a key lock and shall include a glass or other transparent opening for viewing of all indicators. For convenience, the door may be site configured for either right or left-hand hinging.
- xvii) Horn Strobes / Strobe lights shall meet the requirements of the ADA, UL Standard 1971, be fully synchronized, the maximum pulse duration shall be 2/10 of one second, the strobe intensity shall meet the requirements of UL 1971 and the flash rate shall meet the requirements of UL 1971 and have selectable tone options of temporal 3 and non-temporal continuous pattern.
- xviii) Manual fire alarm boxes shall, on command from the control panel, send data to the panel representing the state of the manual switch and the addressable communication module status.
- xix) System shall work with ionization smoke sensors, photo electronic smoke sensors, and thermal sensors. The heat detectors shall be available in a variety of settings, from 135° to 195°, or with a rate-of-rise temperature setting. Thermal units shall not be the only sensors used in a system.

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3) OTHER VALUE ADDED AND RELATED FIRE AND SAFETY SERVICES:

- i) Emergency and Exit Lighting: Inspections
- ii) Server Room Clean Agent Fire Suppression Systems: Inspections, Repairs, and Installations
- iii) Commercial Low Voltage/Access Control Products and Services: Inspections, Repairs, and Installations
- iv) System Integration and Design
- v) Related Fire and Safety products and services

4) BILLING:

- a) Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.
- b) Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:
 - (i) Name and address of Contractor;
 - (ii) Contractor's Texas Identification Number;
 - (iii) Contractor's invoice remittance address;
 - (iv) Itemized and detailed description of services provided; and
 - (v) Total price for each product and/or service provided.
- c) Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.
- d) Contractor agrees to conduct all its services under this Contract by and through appropriate communications with Williamson County's Contract Administrator. Contractor understands and agrees that services performed or materials provided without the prior written direction of Williamson County Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.
- e) A quote shall be attached to the inspection and/or test report providing pricing for the correction of deficiencies indicated in the inspection and/or test report. The quote shall be broken down for the correction of each individual deficiency and shall include both labor and material line items. If any deficiencies are determined to be "red or yellow tag" items, the Contractor shall notify the Contract Administrator or designee in writing within twenty-four (24) hours of discovery of the deficiency. Notification shall detail the deficiency and include a quote, broken down by labor and material, to correct and clear the "red or yellow tag" deficiency. Thereafter, Williamson County shall determine whether to issue a Delivery Release to provide the necessary maintenance and repair.
- f) Any items that may be recommended by a manufacturer or contractor but that are not a code violation or deficiency that are recommended by Contractor shall be listed separately on the inspection and/or test report and identified as recommendations only.

5) SUBCONTRACTING:

- a) Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.
- b) No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

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- c) The Contractor shall be the only contact for Williamson County Contract Administrator or designee and subcontractors.
- d) The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.
- e) Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
- f) Williamson County Contract Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).
- g) Any negative response may result in disqualification of the subcontractor.
- h) Williamson County Contract Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.
- i) Subcontracting shall be at the Contractor's expense.

6) SERVICE CALL:

- a) For the purpose of evaluating performance under this Contract, a "Service Call" is defined as any malfunction of a system caused by failure of any part or component to function fully in accordance with manufacturer's specifications.

7) MAINTENANCE AND DELIVERY RELEASE:

- a) Williamson County may, from time-to-time, request Contractor through a Service call to complete maintenance and repair services based on efficiencies documented during inspections and testing under this Contract or to effect repairs due to system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Delivery Release"). Such Delivery Releases will constitute amendments to this Contract, subject to the terms and conditions set forth in this contract, and shall include a description of the scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release. Any work completed by Contractor without a Delivery Release will not be paid for by Williamson County.
- b) Contractor understands and agrees that no guaranteed minimum number of Delivery Releases or amount of work will arise from this Contract.
- c) Upon receipt of a Delivery Release, Contractor shall respond to the Contract Administrator or designee on-site within twenty-four (24) hours. Contractor shall perform all work under a Delivery Release within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Delivery Release.
- d) Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Delivery Release. Contractors shall provide the following information on the Service Ticket:
 - (i) building name;
 - (ii) floor number;
 - (iii) name of Contractor personnel performing the work;
 - (iv) trade category of person performing the work;
 - (v) start and end worked hours;
 - (vi) itemized list of parts/material used/replaced; and,
 - (vii) narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

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8) CALLBACK:

- a) For the purpose of evaluating performance under this Contract, a "Callback" is defined as a failure due to a technician's inability, negligence or lack of knowledge to correct a problem. ·

b) CALLBACK RESPONSE:

- i) Failure by the Contractor to successfully complete a Service Call will result in a Callback. The Contract Administrator or designee will contact the Contractor and notify them of the Callback situation. The Contractor will respond to the Callback no later than the next business day with a technician possessing the technical expertise, knowledge and any required material to correct the problem.
- ii) The Contractor shall check in and out with the Contract Administrator or designee to ensure that the Contract Administrator logs the commencement and completion times for the "Callback Service Ticket", or summary list, for the services performed to correct the problem described in the original Delivery Release.
- iii) Contractor shall provide the following information on the Service Ticket:
 - (1) building name;
 - (2) floor number;
 - (3) name of Contractor personnel performing the work;
 - (4) trade category of person performing the work;
 - (5) start and end worked hours;
 - (6) itemized list of parts/material used/replaced; and,
 - (7) narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s).

9) CONTRACTOR ACCESS:

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

10) EXISTING UTILITIES AND STRUCTURES:

- a) Contractor shall adequately protect the work, Williamson County property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Williamson County Contract Administrator or designee and subsequently repair or restore all services to the satisfactory approval of Williamson County's Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Williamson County's Contract Administrator or designee may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of Williamson County Contract Administrator or designee, Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on Williamson County property.

11) WASTE REMOVAL:

- a) Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

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12) SECURITY AND IDENTIFICATION:

- a) Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

13) UNIFORMS AND PROTECTIVE CLOTHING:

- a) All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.
- b) Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- c) Contractor personnel shall wear clean and presentable clothing; no shorts or open toed shoes.
- d) Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

14) TRANSPORTATION:

- a) Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.
- b) Contractor vehicles must meet Texas Department of Transportation requirements.
- c) Contractor shall provide and maintain proper vehicle insurance coverage as required by the Williamson County.
- d) Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Insurance State Fire Marshal's Office.
- e) All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).
- f) Unlicensed applicators and technicians will not be permitted to provide service to the Williamson County premises under this contract.

15) TRAVEL TIME:

- i) Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

16) TRAINING OF WILLIAMSON COUNTY PERSONNEL:

- i) Contractor shall provide training to Williamson County designated personnel for all mechanical equipment fire systems, and parts installed, upon request by the Contract Administrator or designee.
- ii) Contractor shall provide hands on training pertaining to fire panel and relevant systems to ensure staff are familiar with systems, upon request.
- iii) Contractor shall provide training to Williamson County designated personnel for materials and chemicals used to ensure understanding of the application process and importance of the treatment requirements.

17) DISPOSAL OF SALVAGEABLE ITEMS:

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

18) TOBACCO USE:

- i) Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.
- ii) Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.
- iii) If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

19) UNSATISFACTORY PERFORMANCE:

- i) Williamson County may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination is not limited to the following:
 - (1) more than one (1) Callback to correct the same problem within thirty (30) calendar days;
 - (2) more than one (1) instance within one (1) calendar year of Contractor personnel assigned to an authorized Service Call, test or inspection not having the skill or knowledge to perform the required service or test or inspection;
 - (3) failure to timely complete and document required inspections;
 - (4) failure to provide the tools necessary to complete the inspection, test or required service;
 - (5) failure by Contractor, upon completion of testing, inspection or service, to place the fire alarm panel back in normal service, to place valves back in their normal position, place fire pumps in service or to leave systems in other than their normal state; and
 - (6) failure by Contractor to submit a complete and accurate invoice to Contract Administrator no later than the fifth business day of the month following the month in which the services being invoiced were completed.

20) ADDITIONAL SERVICES AND ADJUSTMENTS:

- i) "Additional Services" are those services not included in this Contract which may be requested by Williamson County at any time for the duration of this Contract. Upon request by Williamson County Contract Administrator for Additional Services, Contractor shall prepare and submit to Williamson County Contract Administrator a proposal for such services requested. Additional Services will be charged at the hourly rates set forth in Attachment C – Williamson County Compensation and Fees and shall be documented by a Delivery Release.
- ii) Additional Services may also include the addition of systems and/or facilities for which no unit price was included in Attachment C – Williamson County Compensation and Fees, and may be added to this Contract provided Williamson County and Contractor agree to a unit price. Prices for any additional systems shall be calculated by comparing pricing to similar services included in Attachment C – Williamson County Compensation and Fees. The addition of systems and/or premises shall be documented by amendment to this Contract.
- iii) At any time, Williamson County may adjust the Contract, in whole or in part, with thirty (30) days' notice to Contractor. An adjustment will be made when a service is no longer required and shall be documented by amendment to this Contract.

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21) **CONTRACTOR'S RESPONSIBILITIES AND WARRANTIES:**

- i) **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS** - Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, the Occupational Safety and Health Administration (OSHA), Uniform Building Code (UBC), Uniform Mechanical Code, Uniform Plumbing Code, National Fire Protection Association (NFPA) and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc. (UL), Factory Mutual Research Corporation (FMRC) or National Electrical Manufacturers Association (NEMA).
- ii) **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.
- iii) **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by Williamson County of the materials or services, they shall be:
 - (1) A quality to pass without objection in the trade under the Contract description;
 - (2) Fit for the intended purposes for which the materials or services are used;
 - (3) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - (4) Adequately contained, packaged and marked as the Contract may require; and
 - (5) Conform to the written promises or affirmations of fact made by the Contractor.
 - (6) **Fitness** - Contractor warrants that any material or service supplied to Williamson County shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- iv) **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by Williamson County.
- v) **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
 - a. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Work performed under this Contract shall meet all applicable requirements of the latest revision of the NFP A codes. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.
 - b. **MATERIAL WARRANTY** - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.
- vi) **NOTICE OF DEFECTS:**
 - (1) Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract

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Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

vii) **OPERATIONS AND MAINTENANCE MANUALS:**

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

viii) **FREIGHT AND SHIPPING COSTS:**

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

22) EVALUATION CRITERIA:

- a) The Evaluation Committee will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs Williamson County, and satisfy the requirements of the RFP. Williamson County may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, Williamson County reserves the option to enter discussion on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in the best interest of the lead agency and member agencies. However, offering firms are cautioned that Williamson County may proceed with an award based on information received in the original proposal and subsequent interviews without calling for additional discussions or Best and Final offers.
- b) Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information may be rejected. Williamson County reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of Williamson County.
- c) Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:
 - i) **RESPONDENT QUESTIONNAIRE: <30>**
 - (1) **Respond to all questions on questionnaire on Attachment F – RESPONDENT QUESTIONNAIRE.**
 - (a) **QUALIFICATIONS AND EXPERIENCE:** Demonstrated ability to provide products and services including Past Performance and References. Financial stability of the firm. Offeror is properly licensed/certified to provide products and services.
 - (b) **FIANCIAL DISCOSURE:** History of company, including length of time company has been in business, certification, license,
 - (c) **METHOD OF APPROACH:** Method of Approach for product implementation and offeror's proposed solution for ongoing services including customer service, support, and response times.
 - ii) **COMPENSATION AND FEES: <30 pts>**
 - (1) Market Basket Pricing and Discount off Manufacturer's Price Lists will be evaluated.
 - (a) Include pricing on the Attachment C – WILLIAMSON COUTNY COMPENSATION AND FEES
 - (b) Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.
 - iii) **COMPANY INFORMATION: <5 pts>**
 - (a) Including, but not limited to the following:
 - (b) company description;
 - (c) ownership information;
 - (d) physical and mailing address;
 - (e) other company locations/offices;
 - (f) primary contact; and

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

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

iv) **LITIGATION HISTORY: <P/F>**

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

v) **REFERENCES: <5 pts>**

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

vi) **VALUE ADDED SERVICES:** Training and other services offered that add value to Williamson County utilizing the contract.

vii) **RESPONSIVENESS:** Offeror's overall responsiveness and ability to provide all information requested, comply with terms and conditions, and clearly stating and understanding the scope of work.

viii) **PRODUCTS, SERVICES AND SOLUTIONS OFFERED:** Overall range of products and ability to meet needs of members.

23) **ORDER PRECEDENCE:**

- a) In the event of conflicts or inconsistencies between this RFP and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
 - i) Attachment A – Williamson County Fire and Safety Inspection, Testing, and Maintenance Service – Scope of Work;
 - ii) Request for Proposal (includes all remaining Attachments), and
 - iii) Respondent's response to Request for Proposals.

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Williamson County Premises and Equipment Device Counts*

Bldg #	Building	Fire Alarm & Life Safety																																				Total Count	Kitchen Hood	Fire Hydrant	Backflow Devices	Sprinkler	Device	Alarm	Valve	Sprinkler	Pump	Hose	flow switches	System (Riser)	Stand Pipe	Fire Pump	Tamper (Valve)	Pressure Switch	Fire Extinguisher
		Manufacturer	Model	Install Date	Alarm	Fan Shut-down	Damper Control	Elvtr	Programmable Relay	Sound Shut-down	Annunciator	Voice Evacuation	Battery	Communicator	Control Panel	Expander Panel	Power Supply	Duct Detector	Bell	Horn / Strob	Heat Detector	ANSUL	Pulls	Photo Detector	Smoke Detector	W/F	Monitoring	Tamper	Pre-Action																										
WCR AS	Animal Shelter	Notifier	Firewarden 100	3/1/2007									4	1	1	1		8	2					15		2	2		2		38		5	4	wet	8	2	8	8		2							18							
1032	Cedar Park Annex	Simplex Grinnell	4005	5/19/1997				3					7	1	1	2				2	2		8		5	1		1		33			1	wet	2	1	3	1									14								
1026	Central Maintenance Facility (CMF)	EST	I/O 1000	10/11/2017									6		1		2	6			3	1	15		4				38		3																20								
1000	Historical Courthouse	Simplex Grinnell	4010	7/31/2007			4	3					8	1	1		3	3		0	4		8		67	1		2	1	106			3	wet							2	2			2	1	16								
1042	CTTC	Simplex Grinnell	4100U									3								12		10	27	single station in rooms					52	Y				wet							1	1			2			30							
1071	Emerg. Ser Ops Ctr (ESOC)	EST	I/O 500	7/8/2013			2						4	1	1	1		2			3		12		35	1	8	1		71	Y	4	2	wet							2	2			3	2	18								
1047	Expo	Silent Knight	5820EVS	9/12/2016			8				1	1	1	6		1		8			4		17		9	1	1	1		59	Y	5	3	wet	4	3	8		5				X				22								
1080	Georgetown Annex	Farenhyt	IFP-100	2019				3					6		1		2	8		148	4		9	23		1		1		206	Y	4	2	wet	528							2					?								
1043	Inner Loop	Simplex Grinnell	4100	2/24/2005			19						2	1	1			41			2		11		3	2		2		84			1	wet	5	2	4					2			4		34								
1008	Jail Includes Parking Garage	Simplex Grinnell	4100			24							9					117			75		73	733				164	1195	Y			2	wet							7	2	2	1	15	0	131								
1046	Parking Garage Included with Jail																												0												X					22									
1066	Round Rock Jester	EST	I/O 64	3/4/2010			3						6	1	1		2	6			4		8		13	1		1		46		3	1	wet								1	1			1		16							
1066B	Round Rock Public Safety	EST	I/O 64	3/4/2010			3						4	1	1		1	3			3		5		16	1		1		39		2	1	wet								1	1			2		5							
1009	Justice Center	Simplex Grinnell	4100			286							7					86			12		21	339				91	842					wet								2	2	2	1	4		45							
1045	Juvenile Justice Center (JJC)	Simplex Grinnell	4100U			239							7					78			14		23	243				84	688	Y-2	14	2	wet									3	3			7		57							
1011	Lott	Notifier	SK 1204B	10/2/1985									2	1	1					2	0		6		6	1			19				1	wet	2	1	1	1								X		9							
1001	Historical Museum	Notifier	AFP-200	6/23/2003				2	1				2	1	1			3		4	1		3		12	0			30																			4							
1078	EMS Training Center	Silent Knight	5820XL	2018					17		1				1			1		62	5		11	12	15		4		129		2			wet	389								1	1					15						
1079	Impound & Inspections	Silent Knight	5820XL	2018					2		1				1					13	1		5	2	7		2		34		1	6	wet	64								1	1					7							
1077	Radio Shop	Silent Knight	5820XL	2018					4		1				1					17	2		5	4	3		2		39					wet	96								1					4							
1075	SOTC	Silent Knight	SK-5808	1/4/2018					12		2		4		1		1	14			2		6		7	1		1		51		2	1	wet														8							
1033	Taylor Annex	Fire-Lite	MS-9200ULDS	6/29/2018				2					6	1	1		2					8		10				30																				7							
1073	TX Ave	Silent Knight	5208	3/13/2018									2		1		3	7			1		5		4	1		1		25		2	1	wet	2	1	3	1										7							
1005-1006	Round Rock Annex																															1																							
1064	Children's Advocacy Center																															1																							
		Total Devices				549	35	4	13	36	1	6	1	95	10	18	4	17	390	2	248	154	1	284	1383	218	14	17	353	1	3854	7	49	31	14	1100	10	27	11	5	2	23	19	4	2	40	3	509							

* Specific detailed information regarding equipment devices will be given to awarded contractor.

**counts are only estimates for budgeting purposes and must be verified

Building Code	Building	Year Built	Jurisdiction	Fire Alarm Inspection	Sprinkler Inspection	Kitchen Hood Inspection	Fire Extinguishers	Clean Agent System	Pre Action System	Fire Hose & Standpipe	Backflow Devices	Fire Hydrants	Emergency Lighting	Building Total
WCRAS	Animal Shelter	2006; New 2019	City of Georgetown	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1032	Cedar Park Annex	1997	City of Cedar Park	\$ -	\$ -		\$ -				\$ -		\$ -	\$ -
1026	Central Maintenance Facility (CMF)	1994	City of Georgetown	\$ -			\$ -					\$ -	\$ -	\$ -
1000	Historical Courthouse	2006	City of Georgetown	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
1042	CTTC	1990	City of Granger	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
1071	Emerg. Ser Ops Ctr (ESOC)	2012	City of Georgetown	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
1047	Expo	2016	City of Taylor	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -
1080	Georgetown Annex	2018	City of Georgetown	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -
1043	Inner Loop	2004	City of Georgetown	\$ -	\$ -		\$ -				\$ -		\$ -	\$ -
1008	Jail Includes Parking Garage	2003	City of Georgetown	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -		\$ -	\$ -
1046	Parking Garage Included with Jail	2005	City of Georgetown	\$ -	\$ -		\$ -			\$ -			\$ -	\$ -
1066	Round Rock Jester	2009	City of Round Rock	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1066B	Round Rock Public Safety	2009	City of Round Rock	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1009	Justice Center	1988; N-20C	City of Georgetown	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -		\$ -	\$ -
1045	Juvenile Justice Center (JJC)	2001	City of Georgetown	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -
1011	Lott	1984	City of Georgetown	\$ -	\$ -		\$ -						\$ -	\$ -
1001	Historical Museum	2002	City of Georgetown	\$ -			\$ -						\$ -	\$ -
1078	EMS Training Center	2018	City of Georgetown	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1079	Impound & Inspections	2018	City of Georgetown	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1077	Radio Shop	2018	City of Georgetown	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1075	SOTC	2018	City of Hutto	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1033	Taylor Annex	1999	City of Taylor	\$ -			\$ -						\$ -	\$ -
1073	TX Ave	2017	City of Round Rock	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1005- 1006	Round Rock Annex		City of Round Rock									\$ -		\$ -
1064	Children's Advocacy Center		City of Georgetown									\$ -		\$ -

Licensed Fire Alarm Tech - Regular 24 hours reponse	\$ -
Licensed Fire Alarm Tech - Overtime - 24 hour response	\$ -
Licensed Fire Alarm Tech. - Regular - 2 hour response	\$ -
Licensed Fire Alarm Tech. - Overtime - 2 hour response	\$ -
Apprentice Tech. - 24 hour response	\$ -
Apprentice Tech. - Overtime - 24 hour response	\$ -
Apprentice Tech. - Regular - 2 hour response	\$ -
Apprentice Tech. - Overtime - 2 hour response	\$ -
Material Markup: Contractor shall Invoice @ MSRP/List ***	0%
Materials purchased at local retail outlets by Contractor	
Payment and Performance Bonds (if required): Contractor	

* Normal Hours - defined as 6 am to 6 pm, Monday through

** Overtime hours - defined as any hours that fall outside

*** MSRP/List - Williamson County reserves the right to

Attachment D**Respondent Qualifications Form**

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

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

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Respondent shall complete each question below using attachment, if necessary. Attachments shall include the item number and heading being referenced as it appears below. Respond "Not Applicable" as needed versus leaving question blank. Questions unanswered may result in disqualification of this solicitation.

Qualifications and Experience Questionnaire

1. Describe company's greatest strength in the industry?
2. Explain company's reputation for its products and/or services in the industry.
3. Describe company's experience with Williamson County or governmental agencies in Texas.

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Certifications/License Qualifications	Yes	No	N/A	Explanation or Comments
4. Company authorized dealer for product distribution for Fire and Safety Products?				
5. Certified/Licensed to perform Inspections and Testing for:				
A. Fire Suppression Systems				
B. Fire Pumps				
C. Hoses				
D. Pre-Action Systems				
E. Fire Hydrants				
F. Backflow				
G. Kitchen Hoods				
H. Water Supply Systems				
I. Fire Sprinkler Systems				
J. Others – provide list in Comment section				

For Certification Requests in this solicitation: All responses with responses checked “yes” attach certifications.	Yes	No	N/A	Explanation or Comments
1. Product Distribution certification(s)				
2. Inspections/Testing certification(s):				
A. Fire Suppression Systems				
B. Fire Pumps				
C. Hoses				
D. Pre-Action Systems				
E. Fire Hydrants				
F. Backflow				
G. Kitchen Hood				
H. Water Supply Systems				
I. Fire Sprinkler Systems				
J. Others				
3. Maintenance and Repair				

4. Will subcontractors be used to complete any portion of this contract? _____ Yes _____ No

- a. If yes was checked in question # 4 above, questions number 5 and 6 below must be answered.
- b. If no was checked in question # 4 above, proceed with questions starting in section labeled Financial Disclosure Questionnaire.

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

5. List any proposed subcontractors and the subcontractor's proposed responsibilities.
6. All proposed subcontractors documented in questions # 5 above must complete this questionnaire and the completed question from the subcontractor(s) must accompany the submission documents.

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Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Financial Disclosure Questionnaire

7. Provide brief history of company, including length of time company has been in business, location of office(s), and specific experience as it relates to this solicitation.
8. Have any license or certifications been denied, revoked, or suspended or provisionally issued within the past seven (7) years? If "yes", explain each denial.
9. List all judgements, arbitration awards and settlements against company within the last three (3) years arising from a lawsuit or claim of any nature.
10. Describe unresolved claims, arbitration claims, lawsuits or bond claims brought by or against company. Include names of all parties and brief description of the nature of dispute.
11. Has company made any filing under the United States Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

12. If company is a division or subsidiary of another firm, indicate below name and address of the parent firm. Also, include a description of the working relationship between the Company's firm and parent firm. Specify what impact, if any, this relationship would have on the company's ability to meet the requirements for services described in this solicitation.
13. Has company changed names? ____ Yes ____ No
a. If yes, document all prior name(s) company operated under, including the specific dates/year(s) of operations.
14. Describe previous experience company had with Williamson County premises and/or other governmental agencies.

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Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Method of Approach Questionnaire**Product Distribution:**

1. Describe the standard delivery schedule for products that are in stock.
2. Describe company approach to work with school districts or governmental agencies to market the products company provides.
3. Describe the business relationship proposed between the company and Williamson County. (ex. Will a local account representative be assigned to Williamson County? Will single point of contact be assigned to contact? How will contract obtain information about company products and placing orders?)

Inspections and Testing

4. Describe the method of approach company will take to implement service for this solicitation. Provide examples of how company handled taking on new clients.
5. What is the standard turnaround time for setting up new accounts?
6. Describe the technicians that will be servicing the account under the contract.

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

7. How does company provide ongoing education and training to technicians to remain abreast on industry standard and statute?
8. Provide example of the inspection report and describe the procedures of communicating with Williamson County the results after inspections and tests have been completed.

Maintenance and Repairs

9. Describe the method of approach the company will take to handle maintenance and repairs either as a result of inspections and testing stage or emergency maintenance and repairs, as needed. Address where repairs are handled by inhouse technicians or sub-contractors.
10. Define normal business hours of services provided by company.
11. Define non-business hours.
12. Define after hours services that are available in the event of emergency.

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

13. What is the guaranteed response time for emergency repairs?

14. What is the standard response time for maintenance repairs?

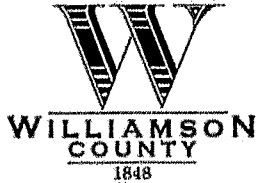
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Attachment G**RFP CHECKLIST****Title:** Inspection, Testing, Maintenance, and Repair Services for Williamson County, Texas**Opening Date:** TBD**Respondent Name and Address:**

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

1. Submitted one (1) original:

- Company information _____ <5 pts >
- Compensation & Fees:
 - Attachment C – Compensation and Fees _____ <30 pts>
- Relevant Experience and Qualifications _____ <30 pts>
 - Respondent References _____ <5 pts>
 - Attachment E – Contractor's Qualifications Form _____
- Attachment D – Respondent Questionnaire: _____ <30 pts>
 - Subcontractor(s) Questionnaire: _____ <Pass/Fail>
- Attachment G – RFP Checklist _____ (Mandatory)
- Acknowledgement of Addenda, if applicable _____ (Mandatory)
- Bid Bond _____ (Mandatory)
- Mandatory Pre-Bid Conference _____ <Pass/Fail>
- Mandatory Site Visits _____ <Pass/Fail>
 - JJC
 - ESOC
 - SO/Jail
 - JC
- Litigation History _____ <Pass/Fail>



**The established holiday schedule for paid holidays
for the 2018/2019 budget year is as follows:**

Veterans Day

Monday November 12, 2018

Thanksgiving Holiday

Thursday November 22, 2018

Friday November 23, 2018

Christmas Holiday

Monday December 24, 2018

Tuesday December 25, 2018

Wednesday December 26, 2018

New Year's Holiday

Tuesday January 1, 2019

Martin Luther King Day

Monday January 21, 2019

President's Day

Monday February 18, 2019

Good Friday

Friday April 19, 2019

Memorial Day

Monday May 27, 2019

Independence Holiday

Thursday July 4, 2019

Labor Day

Monday September 2, 2019

Approved by Commissioners' Court on 7/24/2018

Question and Answers for Bid #1907-335 - Fire and Safety Inspection, Testing, Maintenance, and Repair Services

Overall Bid Questions

There are no questions associated with this bid.