

4760 RFP Williamson County Emergency Communications - Review of the Organizational Culture

Dan Bay

Williamson County- RFP

1.1. Definitions

Filled

Weight: 0% Score: 0%

Definitions

1.1.1. Filled

Weight: 0%

Below are the definitions that will be used throughout the proposal.

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.

Buyer - means the designated Williamson County Purchasing contact.

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.

Vendor has read the above and agrees with this statement.

Yes (Best)

No (Worst)

Score: 0%

1.2. Instructions and General Requirements

Filled

Weight: 0% Score: 0%

Read this question group 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.

1.2.1. Filled Knockout question

Weight: 0%

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).

AUTHORIZATION OF RESPONDENT

Respondent shall be an individual who is authorized to bind the proposal 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.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall be provided.

E. If response 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.

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.

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.

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.

Results may be obtained by viewing the Williamson County vendor portal at the following link:

www.wilco.org/departments/purchasing

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).

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.

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.

WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal electronically. If submitted via hard-copy proposal may be withdrawn by submitting a written request with the company letterhead and the signature of an authorized individual 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.

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.

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.

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.

SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in this RFP. Contents of each Proposal shall be submitted in accordance with this RFP. Proposals submitted after the stated deadline will not be considered for award.

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.

PROPOSAL SUBMITTAL

It is preferred that Proposals be submitted electronically through Negometrix; however, Respondents may submit a hard-copy (if preferred). 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.**

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 this RFP, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
100 Wilco Way, Suite P101

Georgetown, Texas 78626

Suite Number must be clearly marked on the envelope to ensure delivery to the proper mailbox. 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 in a manner to avoid public disclosure of contents. Only names of Respondents will be read aloud and no pricing will be announced at the opening.

Vendor has read above and agrees with this statement.

- Yes (Best)
 No (Worst) (KO)
Score: 0%

EX PARTE COMMUNICATION

1.2.2. ● Filled

Weight: 0%

Please note that to ensure the proper and fair evaluation of a response to a solicitation, the County prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to any Elected Official/Department Head, County Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible by the means established in the solicitation until the day and time specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the County for a period not to exceed three (3) years.

Vendor has read above and agrees with this statement.

- Yes (Best)
 No (Worst)
Score: 0%

● 1.3. Additional Stipulations

Filled

Weight: 0% Score: 0%

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

1.3.1. ● Filled ● Knockout question

Weight: 0%

Evaluation/Selection Criteria

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

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

Evaluation Committee and Selection Process

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

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

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

Mandatory Criteria

Any criteria identified as Mandatory shall be required in order to be considered for scoring. (See Evaluation Criteria section 1.8)

Graded Evaluation Factors

The Evaluation Criteria stated in section 1.8 will be used to determine how well a Respondent(s) meet(s) the desired performance.

Williamson County will conduct a comprehensive, fair and impartial of evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Williamson county may select some of the respondent proposals for finalist presentations. Criteria to be evaluated will include but are not limited to the items listed below:

Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer may be requested from any Respondents scheduled for interviews.

Additional Evaluation Information

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

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

Technical Contact

The person identified as Williamson County's Technical Contact will have 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.

Initial Contract Term

The Successful Respondent shall provide the goods and/or services for the initial term as described in the RFP description.

Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be as described in the RFP description. 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.

Insurance Requirements

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

All certificates of insurance coverage as specified below must be provided to the following

Location and should include the RFP number and description:

Williamson County Purchasing Department
100 Wilco Way, Ste P101 **(Suite must be clearly marked)**
Georgetown, Texas 78626

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

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

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

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contract and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s) and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled,

upon request and without expense, to receive copies of these certificates of insurance.

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

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

Williamson County Purchasing Department
100 Wilco Way, Ste P101 **(Suite must be clearly marked)**
Georgetown, Texas 78626

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

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

Vendor has read above and agrees to this statement.

- Yes (Best)
 No (Worst) (KO)
Score: 0%

1.4. Terms and Conditions

Filled

Weight: 0% Score: 0%

Below are the Terms and Conditions mandated by Williamson County.

1.4.1. Filled Knockout question

Weight: 0%

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.

INCORPORATION BY REFERENCE AND PRECEDENCE

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:

- The RFP and its Addenda (if applicable); and
- The Respondent's Proposal

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:

- The terms and conditions of the Ensuing Agreement;
- The RFP and its Addenda; and
- The Respondent's Proposal.

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.

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.

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.

ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

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.

TERMINATION

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.

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.

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.

PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the

information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

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

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.

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).

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.

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).

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).

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.

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.

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.

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.

EQUAL OPPORTUNITY

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

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 (**Suite number must be clearly marked**) 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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).

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.

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.

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.

- A. The County Contract, Purchase Order.

- A. Identification of items or service as outlined in the Contract.

- A. Quantity or quantities, applicable unit prices, total prices and total amount.

- A. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

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.

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.

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.

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.

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.

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.

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.

Vendor has read the above and agrees with these statements.

- Yes (Best)
 - No (Worst) (KO)
- Score: 0%

1.5. Transmittal

Filled

Weight: 0% Score: 0%

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

1.5.1. **Filled** Knockout question

Weight: 0%

Information of individual or business entity submitting the Proposal.

**Type of business entity i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.*

Score: 0%

Evaluation method: Yes / No No - KO

	Enter Response
Name of Individual or Business Entity	Dan Bay
Address of Individual or Business Entity	65 Vallejo Way, San Rafael, CA 94903
Type of Business Entity	Sole Proprietor
Place of incorporation or organization	NA

1.5.2. **Filled** Knockout question

Weight: 0%

Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP.

NA

Evaluation method: Yes / No No - KO

Score: 0%

1.5.3. ● Filled Knockout question

Weight: 0%

Information of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

Score: 0%

Evaluation method:

Yes / No

No - **KO**

Enter Response	
Name Contact Person	Dan Bay
Physical Address	65 Vallejo Way, San Rafael, CA 94903
E-mail Address	db.pmg@comcast.net
Business Number	415.342.4005
Fax Number	NA
Federal Employer Identification Number	389526004

1.5.4. ● Filled Knockout question

Weight: 0%

A commitment by the Respondent to provide the services required by the County.

- Yes (Best)
- No (Worst) (KO)

Score: 0%

1.5.5. ● Filled Knockout question

Weight: 0%

The Respondent agrees that the Proposal is valid for the time specified in this RFP. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

- Yes (Best)
- No (Worst) (KO)

Score: 0%

1.5.6. ● Filled Knockout question

Weight: 0%

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.

NA

Evaluation method:

Yes / No

No - **KO**

Score: 0%

● 1.6. Proposal

Filled

Weight: 0% Score: 0%

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.

1.6.1. ● Filled

Weight: 0%

OVERVIEW OF OPERATIONS

Williamson County Emergency Communications (WCEC) serves as a combined 9-1-1 call

taking and radio dispatching communications center for Williamson County. WCEC provides direct services to the unincorporated areas of Williamson County and many of the cities. WCEC provides secondary services to the cities of Cedar park, Round Rock, Leander, Taylor, and to a lesser extent, Georgetown. WCEC services include the intake, processing, and dispatching of emergent and non-emergent law enforcement, fire, and EMS calls for service for 38 different agencies.

Williamson County is centrally located in Texas just north of Travis County and the State capitol in Austin. Its major cities are Round Rock, Cedar Park, Georgetown, Leander, Taylor, and Hutto. Williamson County covers an area of 1,135 square miles and was the 4th fastest growing county in Texas and 14th in the United States in 2016. The population in 2017 was approximately 562,000 with the estimate reaching 585,400. The governing body of the County is the Commissioners Court. The Court is comprised of the County Judge and four Commissioners elected by their precincts.

WCEC is organized under a Dispatch Steering Committee (DSC) which represents the Commissioners Court, various cities, public safety disciplines, and communities served. The DSC provides guidance and recommendations to the Director of WCEC on the operations of the communications center along with providing recommendations to the County Commissioners Court. WCEC has a paramilitary type hierarchy comprised of executive leadership (Director, Deputy Director, Division Managers), mid-level leadership (Captains and Lieutenants), and telecommunicators.

This is accomplished with highly trained professional telecommunicators operating in the different areas of expertise of call taking, law enforcement dispatching, EMS dispatching, and fire dispatching. Floor coverage varies as is outlined below:

Floor Staffing / Covered by Shift

Shift / Hours	Team per Shift	Number of Shifts	Total Team
Day (6a-6p)	13	2	26
Night (6p-6a)	12	2	24
Swing (12p-12a)	2	2	4
Training Shift	4	1	4
QA / Feedback	1	1	1
Special Operations	1	1	1

Williamson County has state-of-the-art systems used for 9-1-1 call taking, information management, and dispatching of calls. Currently, all telecommunicators are hired with the expectation that within the first three years of employment, they will complete training in call taking, radio dispatching, and have a specialty. There have been significant changes in leadership positions over the past four months due to retirements/resignations. Additionally, a consultant was brought in twice to conduct an operational review of operations that was completed in July 2018 and a review of the education program completed in September 2019. There has been significant activity to implement the recommendations of these two reports to present. All this change, combined with significant staff vacancies over many years with constant attrition, has manifested into an organizational culture that needs significant improvement. The Commissioners Court deserves praise of adding eight telecommunicator positions Fiscal Year (FY) 2019 and increasing entry-level salaries from just over \$35,000 to \$50,936 in FY 2020 to address the attrition challenge. New leadership was put in place in December 2019 and are addressing numerous organizational changes outlined in the two consultant reports mentioned previously. The new salary structure has allowed full academy classes to be filled and the process of filling the numerous existing vacancies are underway that will take approximately 18-months to complete their training. Related to the previous consultant reports mentioned previously, the recommendation to add another 12-positions in FY2021 are being pursued in the budget process underway for next year. There will be additional positions requested over the next several fiscal years to complete the recommendations in those reports. All the operational challenges defined in these consultant reports over the years have resulted in deficiencies in the overall organizational culture.

Scope of Work / Scope Elements

Williamson County seeks to improve the organizational culture within WCEC and develop a plan of action to create a positive work environment of strong human relationships that enhances the mission of the organization. The county's objectives in the development of this improved organizational culture include the following Scope Elements:

1. Interview leadership and staff to assess the current state of the organizational culture.
2. Assess the vision, mission, and values of the organization in relation to the current environment. (see vision, mission, and values below for reference)
3. Evaluate how the leadership changes, operational changes, and attrition challenges have impacted the culture of the organization.
4. Develop a plan that institute best practices for a nurturing and positive work environment that ultimately transforms the organizational culture.

Vision: Be the absolute best in Emergency Communications.

Mission: Respectful, professional, excellence in care and service.

Individual Values: "RICH" - Respect, Integrity, Commitment, Honesty

Organizational Values: The Values of World Class (Baldrige) Organizations

1. Valuing people
2. Systems perspective
3. Management by fact

Deliverables

1. Action Plan

Once the Contractor has completed Scope Elements #1, #2, #3, and #4 above, the findings and plan will be presented. This presentation will be reviewed with the Senior Director of Emergency Services, Director of Emergency Communications, and Deputy Director of Emergency Communications. Any modifications to the plan will be reviewed by the Contractor.

The Action Plan will be submitted within 6-weeks of the presentation. The Action Plan should outline the timelines, milestones, dependencies, and other deliverables necessary to fulfill the requirement of this RFP.

Once the Action Plan is approved by Williamson County, the Contractor will be available for follow-up questions via conference call for a maximum of ten-hours as the action plan is implemented within WCEC.

2. Assessment / Ongoing Development

Williamson County will provide full access to the team, materials, and facility to allow thorough assessment and development of the Scope of Elements. Williamson County shall provide requested reports and other data needed by the Contractor within seven business days of the request, unless otherwise stipulated.

3. Standards and Best Practice Benchmarks

The Contractor shall provide a list of the Standards, Principles, and Best Practice Guidelines used as the benchmark or reference for the deliverables of this RFP, where applicable. These references can include best practice references from other recognized agencies or entities.

4. Monthly Updates

At a minimum, provide monthly updates by email or online conference, or conference call to the Senior Director of Emergency Services along with the Director and Deputy Director of Emergency Communications on progress, findings, concerns, and/or challenges. If significant issues are noted during the assessment, more frequent updates should be provided.

Expected Components of the Submitted Proposal

The following list is a breakdown of the expected components and materials required in the written response to this request. This list is the minimum requirement for evaluation.

1. **Required** - An all-inclusive, not to exceed, cost for the Scope of Work.
2. **Required** - The Contractor shall provide a narrative describing how their firm is qualified to perform this Scope of Work.
3. **Required** - The Contractor is to provide the resumes of any staff members who will be working under this Scope of Work. All persons must be able to pass the comprehensive criminal history background check to the standards determined by local, state, and federal requirements, including CJIS standards.
4. **Required** - Copies of individual licenses, certifications, credentials, or other qualifications applicable to this Scope of Work.
5. **Required** - The Contractor shall provide an outline of the approach and method for assessing the Scope of Elements defined in the Scope of Work.
6. **Required** - A proposed schedule outlining visits, interviews, data collection, and onsite assessments.
7. **Required** - The total number of days to complete the Scope of Work from the notice to proceed date to the submission of the Initial Draft Report.
8. **Preferred** - The Contractor shall provide names, contact numbers, and a written summary of the work performed for similar projects or provision of related deliverables completed in the last 36 months.
9. **As Appropriate** - Any special provisions that Williamson County needs to be aware of prior to start of work.
10. **As Appropriate** - Any other information the Contractor would like to provide that may be of interest to Williamson County.
11. **Required** - The Contractor shall complete all Williamson County required vendor and service provider documentation and certifications prior to start of work.

Considerations for Planning the Response to this Request

When preparing the response, consideration should be given for the following:

1. Williamson County will not have a full-time (100%) project manager. The Williamson County Emergency Communications Single Point of Accountability (WCEC SPA) will be the Senior Director of Emergency Services.
2. The Contractor is responsible for guiding, supporting, mentoring, and coaching the Senior Director in the development of materials directly related to the deliverables outlined in this RFP.
3. The WCEC SPA will assist in identification of departmental resources, materials, and

team members that may be needed to complete the Scope of Work.

4. The WCEC SPA will assist in financial evaluation and, where possible, the purchase of resources, programs, and/or materials needed for completion of the Scope of Work.

5. The WCEC SPA will assist in scheduling onsite work in advance.

6. The Contractor will provide appropriate introduction and preparatory materials in coordination with the WCEC SPA during project initiation to ensure all parties are informed and educated prior to project commencement and interviews.

7. The Contractor will be expected to provide reasonable notice of data requests and needs for meetings with County staff.



8. The WCEC SPA shall provide the requested information, data, and materials within (3) days of the request unless otherwise specified assuming the information, data, and material requested is available.

9. The cost proposal should include a "not to exceed" fee for the project, inclusive of items which are normally referred to as reimbursable expenses, i.e., travel, meals, lodging, and overtime work requiring higher than regular rate for which no additional compensation will be due.

PLEASE UPLOAD YOUR PROPOSAL HERE

Attached documents by supplier:

Evaluation method:
Yes / No

 Proposal 052120.pdf 269 Kb	Download		Preview
 Proposal Executive Summary.pdf 51 Kb	Download		Preview

Score: 0%

1.7. Evaluation Criteria

Filled

Weight: 100% Score: 86%

General Requirements

1.7.1. Filled

Weight: 20%

This question is only for the buyer. You don't have to give an answer to this question.

Organizational capabilities, organizational qualifications, staff qualifications, staff experience, and training related to public safety professions

Score: 18%

Evaluation method:
Value
Worst: 0.00
Best: 20.00
Unit: Points

Technical Approach - Scope of Services

1.7.2. Filled

Weight: 50%

This question is only for the buyer. You don't have to give an answer to this question.

Understanding of organizational culture and proven success of guiding other organizations to make significant improvement in developing good relationships in the workplace, strategies to minimize toxic behavior, and implementation of other best practices that led to creation of an emotionally healthy environment.

Score: 40%

Evaluation method:
Value
Worst: 0.00
Best: 50.00
Unit: Points

Unique Qualifications or Experience

1.7.3. ● Filled

Weight: 10%

This question is only for the buyer. You don't have to give an answer to this question.

Special consideration and scoring for unique information, experience, or insights offered that would give the candidate advantage in this type of project.

Score: 8%

Evaluation method:

Value

Worst: 0.00

Best: 10.00

Unit: Points

Timeline and Cost

1.7.4. ● Filled

Weight: 20%

This question is only for the buyer. You don't have to give an answer to this question.

Timeline and Cost will be scored

Score: 20%

Evaluation method:

Value

Worst: 0.00

Best: 20.00

Unit: Points

● 1.8. Conflict of Interest

Filled

Weight: 0% Score: 0%

1.8.1. ● Filled Knockout question

Weight: 0%

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/Confli.....>

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.

Please download the Conflict of Interest Statement, fill it out, and upload (if submitting in hard-copy format, this form must be included with your response).

Attached documents:

 CIQ.pdf 27 Kb [Download](#) | [Preview](#)

Attached documents by supplier:

Evaluation method:

Yes / No

No - **KO**

 CIQ (1) NA Response.pdf 65 Kb [Download](#) | [Preview](#)

Score: 0%

● 1.9. Proposal Affidavit

Filled

Weight: 0% Score: 0%

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.

CERTIFICATION

1.9.1. ● Filled Knockout question

Weight: 0%

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.

- Yes (Best)
- No (Worst) (KO)

Score: 0%

NON-COLLUSION

1.9.2. ● Filled Knockout question

Weight: 0%

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."

- Yes (Best)
 - No (Worst) (KO)
- Score: 0%

COOPERATIVE PURCHASING PROGRAM

1.9.3. ● Filled Knockout question

Weight: 0%

Please select Yes or No. By selecting **Yes** the Respondent is agreeing to offer the quoted prices to all authorized entities during the term of the County's contract. By selecting **No** the Respondent is stating they will not offer the quoted prices to all authorized entities. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

- Yes (Best)
 - No (Worst) (KO)
- Score: 0%

● 1.10. References

Filled

Weight: 0% Score: 0%

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

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

1.10.1. ● Filled

Weight: 0%

Please include the following:

- Company Name
- Contact Person
- Phone Number
- Email Address
- Describe goods provided/services performed

Do not include Williamson County or any Williamson County employees as references.

Score: 0%

Evaluation method:
Yes / No

	Reference 1	Reference 2	Referen
Company Name	Alexandria Virginia Fire Department	Fairfax County Virginia Fire and Rescue	Sonoma
Contact Person	Corey Smedley, Fire Chief	John Butler, Fire Chief	James V Warden
Phone Number	2402866839	414283399	707565
Email Address	Corey.semdley@alexandria.gov	ChiefJohnButler@fairfaxcounty.gov	James.V county.
Descibe goods provided/services performed	Conducted organizational assessment of department, inclusive of analysis and recommendations.	While Chief Butler was at Howard County Fire and Rescue conducted organization assessment, plus engaged in series of other initiatives. Further, have been working with him in his current role to assess and improve executive and organizational practices.	While s Oakland as Dept William dispatc operati in insta program commul leaders commal and the

SIMILAR CONTRACTS

1.10.2. ● Filled

Weight: 0%

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.

Please upload list here

Attached documents by supplier:

Evaluation method:
Yes / No

 RFP Responses 1.10.2 and 1.10.3.docx 13 Kb [Download](#) | [Preview](#)

Score: 0%

CANCELLED OR TERMINATED CONTRACTS

1.10.3. ● Filled

Weight: 0%

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.

Please upload list here.

Attached documents by supplier:

Evaluation method: Yes / No

 RFP Responses 1.10.2 and 1.10.3.docx 13 Kb [Download](#) | [Preview](#)

Score: 0%

Williamson County Emergency Communications Scope of Work

Overview

Engage a diverse sample of Williamson County Emergency Communication (WCEC) employees in a collaborative process to assess elements of the organization's culture including its mission, vision, and values. Various inputs will include a review of relevant organizational data and reports, interviews with select personnel, and an online survey available to all employees. The collected information will be analyzed and framed into a formal cultural assessment report inclusive of recommendations and an action plan. Further, advising/coaching will be provided on the need, content, priority, and execution of short and long-term initiatives designed to enhance WCEC's culture, practices, and ability to achieve its mission.

Further, as stated in the County's request for proposal requirements, the scope of work seeks to improve the organizational culture within WCEC and develop a plan of action to create a positive work environment of strong human relationships that enhances the mission of the organization. The county's objectives in the development of this improved organizational culture include the following Scope elements:

- Interview leadership and staff to assess the current state of the organizational culture.
- Assess the vision, mission, and values of the organization in relation to the current environment. (see vision, mission, and values below for reference)
- Evaluate how the leadership changes, operational changes, and attrition challenges have impacted the culture of the organization.
- Develop a plan that institute best practices for a nurturing and positive work environment that ultimately transforms the organizational culture.

To address Scope elements, the following lays out major phases during the project period. The phases include preparation, participation, draft report, report briefing, and post report activities.

Phase I: Preparation

- Documents – Review relevant WCEC documents.
- Interviews – Develop questions and interview list that ensures a broad sample of input based on employee demographics, generational characteristics, positional roles, and any other relevant factors (see Appendices A and B for draft questions and tentative interview list).
- Survey – Construct online survey.
- Communications – Convey the purpose of the project, timetable, and related information to promote employee understanding and active participation.

Phase II: Participation

- Conduct direct interviews with select employees.
- Launch and administer online survey.

Note: It is expected that approximately 30% of WCEC employees will participate in direct interviews and a similar number will complete the online survey.

Phase III: Draft Report

- Analysis – Analyze collected employee direct interview and survey input for themes, issues, and recommendations.
- Draft 1 – Compose an initial draft of findings and recommendations.
- Preview – Share draft with appropriate WCEC officials to ensure accuracy of information without dismissing input.
- Draft 2 – Modify Draft 1, if appropriate, and prepare final report.

Phase IV: Report Briefing

- Prepare WCEC officials to conduct briefing.
- Conduct feedback sessions with employees.

Phase V: Post Report Briefing

- Analyze feedback sessions.
- Advise WCEC officials on implementation of action plan.

Timetable

The following table illustrates an approximate timeline for each phase. Generally, a project of this scope would require 60 to 90 days to complete and take an estimated 80 to 100 hours or more. Participation is the longest phase to allow for direct interviews and online line survey input. Note that estimated timelines can be influenced by unforeseen events and emergencies which emergency response organizations are prone to have occur.

Phase	Month 1	Month 2	Month 3
Preparation			
Participation			
Draft Report			
Report Briefing			
Post Briefing			

Cost

The all-inclusive cost for the project is \$16,500. The table below breaks out the estimated cost by phase. It should be noted that the actual amount of time and related cost may vary by phase. However, the total cost is a fixed amount. Optional: Should WCEC wish to have consultant onsite participation for the report briefing, the additional cost would be \$5,000. It is believed that WCEC leadership, with some coaching, will be very capable of handling presentation tasks. Post Briefing activities will be assumed into the ten hours required in the RFP.

Phase	Cost
Preparation	\$1,250
Participation	6,190
Draft Report	8,235
Report Briefing	825
Post Briefing (includes 10 hours)	NA
Total	\$16,500

An invoice will be submitted upon the completion of each phase.

Standards, Principles, and Best Practices

The participatory approach in this project represents long-standing management and organizational development principles and best practices. Healthy work environments are comprised of servant leadership, collaboration, and direct communication, including active listening. Taking the initiative to solicit employee input on the state of the organization's culture is a principled and constructive action. Further, by creating a report that represents employee voices and recommendations will validate their value to the organization.

Qualifications

The proposed vendor is a senior strategist with a deep, extensive background in operational and strategic management with county government and consulting for fire rescue organizations across the nation (see Appendix C for resume). Throughout 32 years of consulting, the proposed vendor has conducted numerous organizational assessments for entities ranging from 20 to over 5000 employees, which includes some of the largest fire rescue organizations in the country. The proposed vendor has led or been part of countless organizational development initiatives including evaluation of consent decree reforms, conflict management design and training, crisis management, complaint investigations, interventions and team building, and serving as an expert witness in discrimination and harassment cases. Significantly, the proposed vendor has developed a team-based performance management model that proactively assesses interpersonal and work behavior. The proposed vendor has direct experience in assessing dispatch/communication units as part of the organizational assessment experience for some fire rescue entities. The proposed vendor was part of a team to conduct an assessment and intervention for the City of Milpitas police communication center. Lastly, the proposed vendor has advised scores of top and mid-level executives and middle managers on personal and organizational issues.

While most of the proposed vendor's background is relevant to this proposal, there are a few examples that demonstrate advanced executive coaching skills and organizational development abilities. The San Francisco Fire Department, under a Federal consent decree, was severely challenged by discrimination and racism allegations resulting in over 60 EEO violations. The proposed vendor coordinated the development of a phenomenally successful conflict management program for the department and aided the department and city attorney in the evaluation of consent decree reforms. As part of a major organizational change initiative for the Arlington County Fire Department, the proposed vendor installed a team-based performance management program (AIM) increasing the ability of executive, middle managers and line supervisors to proactively identify emerging risk issues while reinforcing positive interpersonal and operational behaviors, which are the underpinnings of a healthy culture. Over a six-year period, the proposed vendor, as alluded to previously, worked in an immersive role with Howard

County Maryland Fire and Rescue in assessing organizational issues, advising, and coaching top officials, and facilitating major initiatives. The proposed vendor also worked with the Fremont California Fire Department to enhance the promotional process by developing a self-assessment preparation guidebook for all supervisory and executive level positions (line supervisor to fire chief), enabling prospective candidates to assess personal strengths and needs, values, and establish professional development goals through an interactive process.

Similar Projects

The Qualification section suggests an extensive history of performing similar kinds of work outlined in this proposal. Contemporary examples will be augmented by Fire Chiefs Corey Smedley and John Butler who are listed in the Reference section. The former leads the Alexandria Virginia Fire Department where the proposed vendor has conducted a significant organizational assessment of the department, inclusive of analysis and recommendations. Chief Butler heads the 1700 member Fairfax County Virginia Fire and Rescue Department. The proposed vendor has worked with Chief Butler when he was at Howard County Fire and Rescue on an organization assessment, plus a series of other initiatives. Further, the proposed vendor has been working with him in his current role to assess and improve executive and organizational practices.

Appendix A Draft Potential Interview/Survey Questions

Instructions

The Williamson County Emergency Communications values its employees. The purpose of this interview/survey is to solicit honest feedback on the state of WCEC culture through the eyes of its employees. Carefully read the background information before responding to the questions listed below.

Background

Culture is not an esoteric topic. It is a word that is used across society by sports teams, business, education, families, and public entities. Organizational theorists Peters and Waterman define it as a “system of shared values and beliefs that produce norms of behavior.” They note that every organization has a culture that “can be a positive or negative force in achieving effective performance.” When negative behaviors dominate an organization’s culture, bad things can happen. Conversely, when positive behaviors dominate an organization’s culture, employees report a higher degree of personal satisfaction and effectiveness. Culture grows or regresses in a dynamic environment. Within WCEC, numerous changes have occurred over the past couple of years.

This project aspires to measure the impact of WCEC’s culture by engaging employees in a collaborative evaluation of the mission, vision, and values. As such, some employees will participate in direct interviews with an outside consultant while others will have the opportunity to partake in an online survey featuring the same questions.

WCEC’s mission, vision, and values are ...

Mission: Respectful, professional, excellence in care and service.

Vision: Be the absolute best in Emergency Communications.

Individual Values: Respect, Integrity, Commitment, Honesty

Organizational Values: Valuing people, Systems perspective, Management by fact

The core question is ... Are these statements relevant to the shaping a productive, satisfying, healthy work environment? Following is a list of questions when considering WCEC’s mission, vision, and values, and all the changes over recent years ...

- Q1: What are 2 - 3 things the WCEC has done well to improve the culture?
- Q2: What are 2 – 3 areas in which the WCEC can improve the culture?
- Q3: What are the obstacles and/or challenges to improving these areas?
- Q4: What are your recommendations for addressing these issues?
- Q5: How can you help?

- Q6: Who is someone that inspires you within or outside the workplace? What qualities do they demonstrate?
- Q7: Identify 2 – 3 words that characterize your WCEC's culture?

Note: The only demographic information that will be collected is position and years of service.

Appendix B
Tentative WCEC Interview List

Senior director

Director

Deputy director

Supervisor sample

Line employee sample

It is estimated that approximately a third of WCEC employees will participate in direct interviews and an addition third in the online survey.

Dan Bay **Creative, Experienced Senior Strategist**

65 Vallejo Way
San Rafael, CA 94903

db.pmg@comcast.net
Office: 415.491.1474
Cell: 415.342.4005

Diverse consulting practice, thirty-two years, strong track record for creative problem solving

- Exceptional organizational development skills
- Extensive experience in operational and strategic management functions for government, nonprofit, private sector and start-up organizations
- Strong communication, leadership, collaboration, and project management abilities

PROFESSIONAL EXPERIENCE

Organizational Development and Business Consultant, San Rafael, California, 1988 – Present

Involved mostly with small to large safety and small private sector organizations. Consulting projects include organizational development, strategic and operational management, business planning, marketing, and competitive and merger analysis. The following sample of select projects and accomplishments is divided into three areas: organizational development, business planning and development, and conflict resolution.

SAMPLE ORGANIZATIONAL DEVELOPMENT CLIENTS AND PROJECTS

Howard County Department of Fire and Rescue, Columbia, Maryland, 2010 – 2016

A public safety organization with a \$100 million operating budget providing an array of all hazard and rescue services.

- Conducted broad organizational assessment that utilized individual and group interviews, and a survey that proactively defined a multiplicity of issues and recommendations leading to operational and cultural initiatives
- Engaged in implementation and project management of select initiatives including facilitation of comprehensive operational and strategic plan for emergency medical services

Arlington County Fire Department, Arlington, Virginia, 1999 – 2014

A public safety organization with a \$55 million operating budget providing an array of all hazard and rescue services.

- Initiated department-wide team building, including officer training component
- Installed team-based performance management program (AIM) increasing the ability of executive, middle managers and line supervisors to proactively identify emerging risk issues while reinforcing positive interpersonal and operational behaviors
- Facilitated employee groups that successfully defined and recommended changes to major policy areas, as well as reviewing and recommending modification to the emergency medical services system

Tri-Data Corporation, Arlington, Virginia, 1998 – 2010

Premier public safety consulting company. Conducted highly acclaimed studies sponsored by the Mayor's Office in the Cities of Chicago, Houston, and St. Paul, among other jurisdictions, that focused on a review of deep-seated human relations, supervisory, cultural and operational challenges in the fire departments.

- Defined presenting issues, recommendations, and developed change plan
- Recommendations accepted and implemented as funds allowed

SAMPLE BUSINESS PLANNING AND DEVELOPMENT CLIENTS AND PROJECTS

Sybeo Software, Belmont, California, 2001

Consulting role with start-up intranet web-based software company.

- Assessed business operations and product strategy in preparation initial investor fund pitch
- Participated with management team in Garage.com conference
- Identified investors; managed a review of Company's financing strategy

Unitrend, Toledo, Ohio, 1998 – 2000

Computer enclosure and related products company. Initially served in consulting role; later functioned as interim chief operating officer.

- Defined initial competitive product features and advantages
- Led product strategy review that resulted in a shift to a more profitable segment
- Managed development of business plan
- Established relationships with potential channel representatives, e.g., CG Micro, and Computer Network Incorporated
- Recruited and developed top team members
- Advised on design of organizational structure and procedures
- Advised on investor communications that led to improved relationship with stockholders; coached company executives on presentation for first stockholders meeting
- Along with corporation counsel, negotiated very favorable contract with top financial public relations firm
- Involved in preparation of Securities and Exchange Commission documents for initial public offering, in particular, the business section
- Established initial relationships with potential underwriters including First Chicago, Baird, Wit Capital, Prudential, and others

American Wine Alliance for Research and Education, San Francisco, California, 1989 – 1991

National research-based organization concerned with bio-medical and health issues.

- Improved operational and strategic planning functions
- Successfully raised grant funds
- Assisted executive director in improving communications with members and key publics
- Developed strategic planning methodology that fostered consensus on a number of contentious issues among the board of directors

SAMPLE CONFLICT RESOLUTION CLIENTS AND PROJECTS

Los Angeles Metropolitan Transit Authority, California, 1997

Effectively assessed and co-mediated a serious dispute between the MTA and its major engineering consortium responsible for a multi-billion-dollar public works project.

Dempsey and Associates, Orlando, Florida, 1995 – 1996

Law firm that represented four female plaintiffs in a discrimination and harassment action against Reedy Creek Development, Walt Disney World, and Walt Disney Corporation.

- Recruited and coordinated a team of expert witnesses to review plaintiff and defense positions, resulting in a substantial settlement for the plaintiffs

City and County of San Francisco, California 1989 – 1991; City of Sacramento, California, 1996 – 1997

Designed and implemented highly effective conflict management programs resulting in significant reductions in employee grievances which prevented and/or mitigated litigation proceedings.

OTHER SIGNIFICANT EXPERIENCES

Outagamie County, Appleton, Wisconsin. Held senior level management positions in local government with broad responsibilities for operations, planning, evaluation, budget and resource development, and communications. Appointed by chief elected officer to coordinate development of major re-organization plan, to direct the administrative budget committee, and to improve the relationship between the executive and legislative branches.

Harrison House, Inc., Oshkosh, Wisconsin. Executive Director/Founder of ground-breaking residential care facility for persons affected by alcohol and drug addiction. Raised start-up funds through public and private grants and contributions. Secured government contracts to sustain long-term stability.

EDUCATION

Keller Graduate School of Management, Milwaukee, Wisconsin, Masters in Business Administration with emphasis in human resources and marketing
University of Wisconsin, Stevens Point, Bachelor of Science with majors in History and American Studies

OTHER ACTIVITIES

- Member and officer of numerous State of Wisconsin planning and public policy committees
- Lecturer on public service management and marketing subjects for University of Wisconsin – Oshkosh, and numerous professional associations
- Served in consultative and operational roles to local political campaign organizations
- Member and officer for San Francisco Chamber of Commerce, Small Business and Legislative Committees
- Member, San Francisco World Affairs Council

AWARDS

- Outagamie County Executive's Distinguished Service Award
- State of Wisconsin Outstanding Professional Award
- Outstanding Professional Recognition by Wisconsin Association of Community Programs
- J.K. Goodrich Leadership Award, University of Wisconsin, Stevens Point

CLIENT LIST

The following list is differentiated by subject categories. Some clients appear in one or more categories depending on project scope.

Strategic and Operational Management, Business Development

- Arlington County Fire Department, Arlington, VA
- Howard County Fire and Rescue Services, Columbia, MD
- Seybeo, Redwood City, CA
- Health Canada, Regina, Canada
- Canadian Ministry of Health, Regina, Canada
- Unitrend, Inc., Toledo, OH
- Outagamie County, Appleton, WI
- San Francisco Fire Department, San Francisco, CA
- American Wine Alliance for Research and Education, San Francisco, CA
- National Organization of Student Assistance Programs and Professionals, Boulder, CO
- National Rural Institute, University of Wisconsin, Menomonee, WI

Organizational Assessment, Development, Performance Management, Planning and Team Building

- Fairfax County Fire and Rescue, Fairfax, VA
- Alexandria Fire Department, Alexandria, VA
- TriData Corporation, Arlington, VA
- Howard County Fire and Rescue Services, Columbia, MD
- Richmond Fire Department, Richmond, VA
- Mesa Fire Department, Mesa, AZ
- Arlington County Fire Department, Arlington, VA
- Palo Alto Fire Department, Palo Alto, California
- Glendale Fire Department, Glendale, AZ
- Cedar Park Fire Department, Cedar Park, TX
- Ventura County Fire Department, Camarillo, CA
- Chicago Fire Department, Chicago, IL
- Calgary Fire Department, Calgary, Canada
- Pike Township Fire District, IN
- Milpitas Fire Department, Milpitas, CA
- San Jose Fire Department, San Jose, CA
- Houston Fire Department, Houston, TX
- San Francisco Fire Department, San Francisco, CA
- Sacramento Fire Department, Sacramento, CA
- Deerfield Beach Fire Rescue, Deerfield Beach, FL
- Kentfield Fire Protection District, Kentfield, CA
- Cedar Park Fire Department, Cedar Park, TX
- Corte Madera Fire Department, Corte Madera, CA
- Fremont Fire Department, Fremont, CA
- St. Paul Fire Rescue, St. Paul, MN
- Oakland Fire Department, Oakland, CA
- San Rafael Fire Department, San Rafael, CA
- Redwood City Fire Department, Redwood City, CA
- East Contra Costa County Fire Protection District, Brentwood, CA
- San Bernardino County Department of Social Services, San Bernardino, CA
- State of California, Department of Public Health, Sacramento, CA

Conflict Resolution - Direct Services

- AIS/Judicate, San Francisco, CA
- Joint Venture with Metropolitan Transportation Authority, Jacobs Engineering, Mott McDonald and Hatch, Los Angeles, CA
- Redwood City Fire Department, Redwood City, CA
- San Bernardino County Department of Social Services, San Bernardino, CA
- Milpitas Fire and Police Departments, Milpitas, CA

- The Century Council, Los Angeles, CA
- Ventura County Fire Department, Camarillo, CA

Conflict Management Program Development

- Milpitas Fire Department, Milpitas, CA
- San Francisco Fire Department, San Francisco, CA
- Sacramento Fire Department, Sacramento, CA
- San Bernardino County Department of Social Services, San Bernardino, CA

Multicultural and Diversity/Inclusion, Sexual Harassment Prevention

- Arlington County Fire Department, Arlington, VA
- San Francisco Fire Department, San Francisco, CA
- Richmond Fire Department, Richmond, VA
- Ventura County Fire Department, Camarillo, CA
- Milpitas Police and Fire Departments, Milpitas, CA
- City of Hayward, Hayward, CA
- Ventura County Fire Department, Camarillo, CA

References

Alexandria Fire Department, Alexandria, VA

Corey Smedley, Fire Chief

(c) 240.286.6839

Corey.smedley@alexandriava.gov

Description of services: Conducted organizational assessment of department, inclusive of analysis and recommendations.

Fairfax County Fire and Rescue Department

Fairfax, VA

John Butler

Fire Chief

(c) 410.428.3399

ChiefJohnButler@fairfaxcounty.gov

Description of Services: While Chief Butler was at Howard County Fire and Rescue conducted organization assessment, plus engaged in series of other initiatives. Further, have been working with him in his current role to assess and improve executive and organizational practices.

Sonoma County, Santa Rosa, CA

James Williams

Fire Warden

(c) 707.565.1154

James.Williams@sonoma-county.org

Description of Service: While serving in the Oakland Fire Department as Deputy Chief, James Williams oversaw dispatch and field operations. Assisted him in installing assessment program to improve communication and leadership practices with command staff, dispatch, and their unit employees.

Cedar Park Fire Department, Cedar Park, Texas

James Mallinger, Fire Chief

(o) 512.401.5224

James.Mallinger@cedarparktexas.gov

Description of Service: Installed organization-wide innovative team based self-assessment continuous improvement process.

Williamson County Emergency Communications
Scope of Work
Executive Summary

Engage a diverse sample of Williamson County Emergency Communication (WCEC) employees in a collaborative process to assess elements of the organization's culture including its mission, vision, and values. Various inputs will include a review of relevant organizational data and reports, interviews with select personnel, and an online survey available to all employees. The collected information will be analyzed and framed into a formal cultural assessment report inclusive of recommendations and an action plan. Further, advising/coaching will be provided on the need, content, priority, and execution of short and long-term initiatives designed to enhance WCEC's culture, practices, and ability to achieve its mission.

RFP

Response 1.10.2

Responded to this question in reference section. The two below are most relevant.

References

Alexandria Fire Department, Alexandria, VA

Corey Smedley, Fire Chief

(c) 240.286.6839

Corey.smedley@alexandriava.gov

Description of services: Conducted organizational assessment of department, inclusive of analysis and recommendations.

Fairfax County Fire and Rescue Department

Fairfax, VA

John Butler

Fire Chief

(c) 410.428.3399

ChiefJohnButler@fairfaxcounty.gov

Description of Services: While Chief Butler was at Howard County Fire and Rescue conducted organization assessment, plus engaged in series of other initiatives. Further, have been working with him in his current role to assess and improve executive and organizational practices.

RFP

Response

1.10.3

No cancelled or terminated contracts