MASTER SERVICES AGREEMENT WITH RECORDS CONSULTANTS, INC (FY26 – FY27)

Important Notice: County Purchase Orders and agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into by and between **Williamson County**, **Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Records Consultants**, **Inc** (hereinafter "RCI") both of which are referred to herein as the parties. The County agrees to engage RCI as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

<u>Services</u>: The services to be provided include County-wide Physical Fixed Asset Inventory system for Williamson County Facilities. The services include but are not limited to the services and work described in the attached **Proposal dated July 29, 2025** marked as **Exhibit** "A," which is incorporated herein to the extent it meets or exceeds the requirements of the County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

RCI represents that RCI (including RCI's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A,"** provided. The RCI shall, upon written (including electronic) request, provide proof of valid licensure.

II.

<u>Goods</u>: To the extent applicable, RCI shall supply the County the goods described in **Exhibit** "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in **Exhibit "A,"**, such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. RCI shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to **Exhibit "A,"** has been signed by both parties.

III.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall begin October 01, 2025 and continue through September 30, 2027. Unless terminated sooner pursuant to the terms set out herein, the County reserves the right to renew the Agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of the County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this Agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: RCI shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. RCI shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. RCI shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

<u>Compliance With All Laws</u>: RCI agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, RCI shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

<u>Duty To Report Problems:</u> RCI agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under

observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

<u>Cleaning Up:</u> RCI shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, RCI shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If RCI fails to clean up as provided, the cost thereof shall be charged to RCI by deducting from final fee or as necessary.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that RCI shall not in any sense be considered a partner or joint venturer with the County, nor shall RCI in any manner hold itself out as an agent or official representative of the County. RCI shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by RCI or failure to act relating to the construction services being provided. RCI agrees to indemnify, hold harmless, and defend the County against any claim, demand, loss, injury, damages, actions, or liability of any kind against the County resulting from any services RCI performs on behalf of the County.

X.

Indemnification: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RCI AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY THE COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO RCI'S PERFORMANCE OF THE SERVICES DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF RCI, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH THE COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN

XI.

RCI covenants and agrees that all personnel engaged shall be employees of RCI, and RCI shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. RCI shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. RCI shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XII.

<u>Consideration and Compensation</u>: RCI will be compensated based on a fixed sum for specific projects as defined in the **Proposal dated July 29, 2025** marked as Exhibit "A," and in accordance with COOP BuyBoard contract 716-23. The not-to-exceed amount payable by The County under this Agreement shall be <u>Ninety-Seven Thousand, Five Hundred Dollars (\$97,500.00)</u> for the life of this contract. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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 (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears on an invoice submitted by RCI, the County shall notify RCI 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 RCI, RCI shall be entitled to receive interest on the unpaid balance of the invoice submitted by RCI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, RCI 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 Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of RCI and similar information in the event the payment is to be made to a different address
- b) County Agreement, Purchase Order, and/or delivery order number
- c) Identification of items or services as outlined in the Agreement
- d) Quantity or quantities, applicable unit prices, total prices and total amounts
- e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilcotx.gov 512-943-1500

XIII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect the County due to the County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect the County from loss for which RCI is responsible, including loss resulting from acts and omissions, because of the following:

- 1. defective work not remedied;
- 2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
- 3. damage to the County;
- 4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 5. persistent failure to carry out the work in accordance with the Agreement documents.

XIV.

Insurance: RCI shall provide and maintain, until the services covered in this Agreement is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County.

Type of Cove	erage	Limits of Liability
a. Worker's Con	npensation	Statutory
Bodil	iability y Injury by Accident y Injury by Disease y Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability

insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE PER PERSON PER OCCURRENCE

Comprehensive

General Liability \$1,000,000 \$1,000,000 (including premises, completed operations and contractual)

Aggregate policy limits: \$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE PER PERSON PER OCCURRENCE

Bodily injury \$1,000,000 \$1,000,000

(including death)

Property damage \$1,000,000 \$1,000,000

Aggregate policy limits No aggregate limit

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by the County shall be excess and not contribute with it.

RCI, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. RCI shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas C/O: Williamson County Risk Management 301 SE Inner Loop Georgetown, TX. 78626

Email: coi.submission@wilcotx.gov

Upon execution of this Agreement, RCI shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

XV.

<u>No Waiver of Immunities.</u> Nothing in this Agreement 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 or any other immunity under the laws of the State of Texas or of the United States.

XVI.

<u>Warranty:</u> RCI warrants to the County that materials, workmanship and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XVII.

<u>Taxes</u>: RCI shall pay all sales, consumer, use and similar taxes for the work provided by RCI which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVIII.

<u>Venue and Applicable Law:</u> Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.

No Assignment: RCI may not assign this Agreement.

XX.

<u>Severability:</u> In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

XXI.

<u>Confidentiality:</u> RCI expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XXII.

<u>Termination:</u> This Agreement may be terminated at any time at the option of the County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's

written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to RCI 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 Williamson County's termination for convenience.

XXIII.

Right of Funds: Despite the agreed upon method of payment set forth above, RCI agrees to return to Williamson County pro-rata portion of unearned funds distributed to RCI if (a) RCI's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) RCI fails in any other respect under this Agreement.

XXIV.

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

XXV.

<u>Notice:</u> Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:

Williamson County Judge 710 Main Street, Suite 101 Georgetown, TX 78626

SERVICE PROVIDER

Records Consultants, Inc 1814 Pipestone Dr. San Antonio, TX 78323

XXVI.

<u>Mediation:</u> The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVII.

<u>Non-Appropriation and Fiscal Funding:</u> The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that the County shall have the right to terminate this Agreement at the end of any 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 at the end of its then-current fiscal year.

XXVIII.

Authorized Expenses: In the event the County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, the County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIX.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

- A. This Agreement, its Exhibits and any amend amendments agreed to by both parties (if any);
- B. Statements of Work (SOWs) issued under the Agreement;
- C. Cooperative BuyBoard Contract 716-23, incorporated by reference;
- D. and
- E. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any); (2) any SOW issued under the Agreement; and (3) Cooperative BuyBoard Contract 716-23 set forth above; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), (2) the SOW issued under the Agreement; and (3) the Cooperative BuyBoard Contract 716-23set forth above.

XXX.

<u>Signature for the County:</u> The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

[SIGNTURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	RECORDS CONSULTANTS, INC.				
	Chi Cazell				
Authorized Signature	Authorized Signature				
	CHRIS CORYELL				
County Judge/Presiding Officer	Printed Name				
Dated:, 20	Dated: SEPTEMBER 2, 20 25				

Exhibit "A" Proposal dated July 29, 2025



Williamson County

Proposal for County-wide Physical Fixed Asset Inventory Update Services Multi-year Agreement

July 29, 2025

Submitted by Records Consultants, Inc. – Chris Coryell, Vice President of Sales 21288 Gathering Oak, San Antonio, Texas 7820 (877) 363-4127 Fax (877) 366-0776

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July 29, 2025

Williamson County Joy Simonton 100 Wilco Way Georgetown, TX 78626 Fixed Asset Inventory and Management Proposal

Ms. Simonton,

Records Consultants, Inc. (RCI), a leading fixed asset management consulting company headquartered in San Antonio, Texas, is pleased to submit this proposal to Williamson County (THE COUNTY) for County-wide Physical Fixed Asset Inventory services. RCI is proposing services to conduct a comprehensive and accurate physical asset inventory and reconciliation across all THE COUNTY buildings and facilities. The RCI fixed asset inventory and reconciliation will help THE COUNTY establish an accurate baseline of assets while also helping fulfill its GASB 34 reporting requirements.

Over the last 30 years, RCI has completed comparable inventory and reconciliation projects for more than 1,300 clients throughout Texas and the United States. Each year we conduct 250-300 Capital and Fixed Asset inventories for new and existing clients with a commitment to providing unsurpassed quality and client service. We are often referred to new clients by external auditors familiar with our work. RCI is uniquely qualified to provide the on-site physical inventory and reporting services for THE COUNTY. Our experienced inventory specialists are experts at the physical inventory process, and we provide a robust solution for asset tracking by way of our state-of-the-art Fixed Asset Management Program (FAMP 11.1). Our asset tracking software includes robust reporting features for valuation and depreciation reports. We are confident you will find our proposal responds to the scope of services that you have requested and demonstrates our extensive experience in conducting capital and fixed asset inventories.

I am authorized to bind this offer and will be the primary contact for any questions. RCI appreciates the opportunity to propose our services to Williamson County. This proposal is considered valid up to six (6) months after the submission date. This proposal is offered under BuyBoard contract 716-23 contingent upon acceptance by THE COUNTY. Our team is available to speak with you about this proposal at your convenience. Should you have any questions regarding any aspect of our proposal, please do not hesitate to call me at (877) 363-4127.

Sincerely,

China Congell

Chris Coryell

Vice President of Sales

COMPANY EXPERIENCE AND QUALIFICATIONS

Based in San Antonio, Texas, RCI is a recognized leader in a variety of management consulting and service fields and has performed information management services for public and private entities, such as school districts, institutions of higher education, municipalities, county governments, and private sector clients in healthcare and transportation. We provide a wide range of products and services, which include Capital and Fixed Asset Inventory Management Services and Software, Historical Cost Research for GASB 34 reporting, Infrastructure Valuations, Insurance Property Appraisals, and Records Retention and Document Imaging Solutions.

The Company was formed as a microfilm service bureau in 1980 and subsequently added records management services and our fixed asset inventory program. Insurance appraisal services were a later addition to RCI's product line. We are a privately held Texas corporation; the firm is financially secure with no litigation history or any pending actions of law that will affect our dedication to this project.

Reflecting RCI's commitment to client service and efficient project management, all engagements are staffed from the Company's corporate office. Because we do not outsource work, using the Company's own employees ensures clear ownership of the project and will provide Williamson County with the highest degree of accountability. As further evidence of our commitment to customer service, RCI does not use voicemail; Clients will always speak with a member of RCI's staff during normal business hours.

Name of Firm	Records Consultants, Inc.
Location of headquarters	21288 Gathering Oak San Antonio, Texas 7820 Phone: (877) 363-4127 Fax: (877) 366-0776 www.rcitech.com
Tax Identification Number	74-2673059
Year Established	June 1, 1993
Number of Years in Existence Under Trade Name	31 Years
Total Number of Offices	1 Corporate Office Location
Total Number of Employees	80 Employees Based in San Antonio, Texas
Organization Type	Privately Held C Corporation
Area of Service	Nationally within U.S.
Primary Expertise	Capital and Fixed Asset Inventory Historical Cost Research for GASB 34/35 Reporting

REFERENCES AND EXPERIENCE

RCI offers the following references of our work.

Sweetwater Union High School District - California

- Location: 1130 Fifth Avenue, Chula Vista, CA 91911
- Years(s): 2025, 2024, 2023, 2022, 2021,2020, 2019
- Client Contact & Title: Jenny Salkeld, CFO
- Contact Phone Number: 619-691-5550, jenny.salkeld@sweetwaterschools.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets in 31 buildings totaling over 4,000,000 SQFT across all campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was over 65,000.

Mount Pleasant ISD - Texas

- Location 2230 N Edwards, Mount Pleasant, TX 75455
- Year(s) 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009
- Client Contact & Title: Stacie Thompson, Chief Financial Officer
- Contact Phone Number: (903) 575-2000, sthompson@mpisd.net
- Description of Project Comprehensive physical inventory of capital, fixed, and controlled assets across 9 campuses and over 450 classrooms. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems and asset management software. Total assets tagged and inventoried was approximately 10,000.

Grant County - New Mexico

- Location: 1499 Hwy 180 East, Silver City, NM 88061
- Year(s): 2025, 2024
- Client Contact & Title: Andrea Montoya, Deputy County Manager
- Contact Phone Number: 575-574-0131, amontoya@grantcountynm.gov
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 100 buildings/locations with ~437,000 SQFT Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 12,000.

Roseville City School District - California

- Location: 1046 Main Street, Roseville, CA 95678
- Year(s): 2022, 2018
- Client Contact & Title: Craig Rousch, Purchasing Manager
- Contact Phone Number: (916) 771-1600, croush@rcsdk8.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 24 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 24,800.

Marshall ISD - Texas

- Location 1305 E Pinecrest Drive, Marshall, TX 75670
- Year(s) 2024, 2022
- Client Contact & Title: Susie Byrd, Business & Finance Manager
- Contact Phone Number: (903) 927-8708, byrds@marshallisd.com
- Description of Project Comprehensive physical inventory of departmental capital, fixed assets in 8 campuses and locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems and FAMP software. Total assets tagged and inventoried was approximately 9,000.

Gillespie County - Texas

- Location 101 W Main St, Fredericksburg, TX 78624
- Year(s): 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017
- Client Contact & Title: Marcie Schneider, County Auditor
- Contact Phone Number: 830-997-6777, mschneider@gillespiecounty.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 15 buildings/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 8,000.

West Fargo Public School District - North Dakota

- Location 207 W. Main, West Fargo, ND 58078
- Years(s): 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2009
- Client Contact & Title: Stacie Kalvoda, Accountant
- Contact Phone Number: (701) 499-1013, skalvoda@west-fargo.k12.nd.edu
- Description of Project Comprehensive physical inventory of capital, fixed, and controlled assets across 20 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 32,800.

Lake Worth Independent School District - Texas

- Location: 2010 W Swain Road, Stockton, CA 95207
- Year(s): 2024, 2023, 2022,2020, 2019, 2018, 2017, 2017, 2016, 2015, 2014, 2013,
- Client Contact & Title: Michelle Gregory, Business Manager
- Contact Phone Number: 817-306-4223, mgregory@lwisd.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 7 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 10,100.

Hawthorne School District - California

- Location 14120 Hawthorne Blvd., Hawthorne, CA 90250
- Year(s) 2023, 2012, 2010, 2009, 2008, 2007, 2006, 2000,
- Client Contact & Title: Ines Kekula, Purchasing
- Contact Phone Number: (310) 263-3924, ikekula@hawthorne.k12.ca.us
- Description of Project Comprehensive physical inventory of capital, fixed, and controlled assets across 9 campuses and over 488 classrooms. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems and asset management software. Total assets tagged and inventoried was approximately 20,000.

Uplift Education Charter Schools - Texas

- Location: 1825 Market Center Blvd., Dallas, TX 75207
- Year(s): 2022, 2019, 2018, 2015, 2013, 2011
- Client Contact & Title: Stephen Parmer, Director of Procurement
- Contact Phone Number: (469) 398-0060, sparmer@uplifteducation.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 37 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 34,000.

Lincoln USD - California

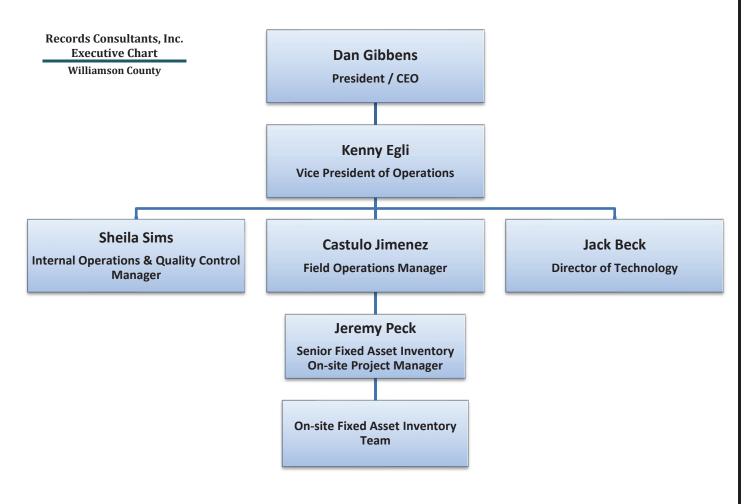
- Location: 2010 W Swain Road, Stockton, CA 95207
- Year(s): 2022, 2020 2019, 2017, 2003
- Client Contact & Title: Rebecca Hall, Associate Superintendent of Business Services
- Contact Phone Number: 209-953-8716, rmhall@lusd.net
- Dollar Value of Project: Confidential
- Implementation: 45 days
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 19 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 24,100.

Sonoma Valley USD - California

- Location: 17850 Railroad Ave., Sonoma, CA 94576
- Year(s): 2019, 2012, 2007
- Client Contact & Title: Joshua Braff, Chief Business Officer
- Contact Phone Number: 707-935-4229, jbraff@sonomaschools.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets in 9 campuses and location. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 8,500. Included historical cost research of real property.

PROJECT TEAM MEMBERS AND RESUMES

RCI's veteran project team is carefully selected based on their commitment to quality service, knowledge, and extensive experience in inventorying a vast range of properties. *The team will consist of full-time members located in San Antonio, Texas.* Key professionals assigned to this project will include our Vice President of Operations, the Field Operations Manager, the Director of Technology, the On-site Senior Project Managers, the Quality Control Manager, and the On-site Inventory Team.



*Team Members are subject to change due to scheduling conflicts.

RCI ensures that all RCI employees for this project:

- Have passed initial and random drug screening tests
- Have passed criminal background checks and national sex offender registry searches that can be provided upon request. RCI uses a rap-back program for ongoing status updates.
- Have been trained in all applicable confidentiality compliance issues
- Will be uniformed and wear visible ID-badges while on-site

Kenny Egli, Vice President of Operations & Project Director kegli@rcitech.com

Relevant Experience: Mr. Egli has been with RCI for *thirteen years* and has been involved in the overall planning, coordination, and management of asset inventory projects for RCI's Internal Operations division, Field Operations division, and Document Destruction Services division. He has participated in leading complex strategic initiatives that have enabled him to acquire an intimate knowledge of both business operations and the core techniques. Under his leadership RCI has provided inventory services from small scale to large complex projects.

Project Role:

- Executive sponsorship and overall leadership for all operational aspects of the inventory project
- Final accountability of proposed services
- Contractual related matters

Jack Beck, Director of Technology ibeck@rcitech.com

Relevant Experience: Mr. Beck is Director of Technology and will be providing technical oversight, as well as technical support and client training for this project. Jack has been with RCI for over *nineteen years* and provides technology support and training concerning our FAMP 11.1 software system and any hand-held scanners for all RCI fixed asset management clients. In addition, Jack is uniquely qualified through his vast experience with on-site fixed asset inventory projects in more than 27 states.

Project Role:

- Provide technical support for RCI's Desktop FAMP 11.1 software
- Assist in reconciliation of the physical inventory
- Provide technical support migrating data from the RCI FAMP 11.1 software to the TASI finance application

Castulo Jimenez, Field Operations Manager cjimenez@rcitech.com

Relevant Experience: Mr. Jimenez is in charge of all RCI on-site Inventory Teams and will provide team oversight and management for this project. Castulo is an RCI-veteran with vast experience and first-hand knowledge in conducting on-site inventory projects. He has led many fixed asset inventory teams as his tenure at RCI has included the planning, management, and execution of over 500 projects throughout the United States. Castulo has over *eleven years* of experience conducting on-site fixed asset inventory projects and property appraisals for educational institutions and local government entities throughout the United States.

Project Role:

- Provide team management and oversight during the on-site physical inventory
- Assist in coordination, scheduling, and overall project management
- Provide field and client support to ensure project is completed within agreed specifications

Jeremy Peck, Senior On-Site Project Manager & Team Leader jpeck@rcitech.com

Relevant Experience: Mr. Peck will serve as the On-Site Senior Project Manager for this project. Jeremy has been with RCI for over *eleven years* and has led similar projects, including those for Montgomery Public Schools. (AL), Garland ISD (TX), Boerne ISD (TX), Wahluke SD (WA) and many others. Jeremy also led projects for Williams Co. (TX) and South Texas College.

Project Role:

- Provide project management during the on-site, physical inventory of all assets included in the scope of the project and ensure all timelines are met
- Coordinate all on-site activity with TASI personnel during the on-site inventory
- Ensure all assets are identified, tagged, and all available asset related data is captured
- Communication with TASI daily throughout the on-site work stages

Sheila Sims, Internal Operations & Quality Control Manager ssims@rcitech.com

Relevant Experience: Ms. Sims oversees our Internal Operations team and will oversee Quality Control of the final asset data and valuations delivered to TASI as well as the FAMP 11.1 software system/database and Excel spreadsheets that will be delivered to TASI based on the on-site work performed. She and her staff will also provide on-going client support regarding data collected from the fixed asset inventory project. Sheila has been with RCI for *eighteen years* and has provided overall quality control and client support for over 1,200 RCI clients nationwide.

Project Role:

- Oversee the production of the asset database to include all data captured during the on-site inventory phase of the project
- Oversee the reconciliation of the physical inventory with data provided by TASI
- Oversee acquisition cost research and exchange of asset data between TASI and RCI
- Produce and provide final deliverables of the project

APPROACH AND METHODOLOGY

RCI conducts hundreds of inventory projects each year. Our experience and expertise at asset inventory and management allows RCI to bring *Best Practices* to our clients, enabling them to effectively manage and report on their assets and comply with GASB 34/35 and other state/federal requirements. Our clients often turn to us annually to conduct their physical inventories and reporting because our services are Reliable, Fast and Affordable.

RCI services are focused to help Local Government Entities across the U.S, we are experienced in serving counties of all sizes, including numerous clients and projects equal in scope. RCI understands the challenges and circumstances counties face managing and tracking their assets, and our services and project plans are tailored specifically to provide effective and efficient outcomes for our clients.

PROJECT OVERVIEW

Based on information provided by THE COUNTY, RCI assumes this fixed/capital asset inventory project will cover all facilities and buildings across THE COUNTY. RCI will provide all labor and equipment to conduct a comprehensive and accurate on-site physical inventory and reconciliation of all THE COUNTY fixed assets.

During the RCI on-site physical inventory project, fixed/capital assets valued at \$500 or greater will be identified, tagged (if necessary), scanned and all relevant details will be gathered and reported. RCI will ensure all qualifying assets have barcode tags and any new tags required will be supplied by RCI. Capital assets, assets valued at \$5,000 or greater and with a useful life of one or more years, will be valued and depreciated for GASB 34 purposes.

RCI will perform the on-site physical inventory using our robust, feature rich FAMP 11.1 software system. This system is specifically designed to facilitate the inventory process, as well as to provide an ongoing tool for tracking assets, and generating reports for asset valuations, dispositions, and depreciation. FAMP 11.1 operates in both a desktop version and a mobile version using Motorola series handheld scanners. The FAMP 11.1 software will be provided at no additional cost.

On-site work will take place on mutually agreed dates and times and the project will not interfere with student instruction. RCI commonly performs projects that occur during regular class hours, and project schedules are built to enter the classroom after students have been released or while the classroom is not otherwise in use. RCI is prepared to work between 7:00AM and 7:00PM and on Saturday, if possible.

Coordination of scheduling and project details will begin immediately after award of the contract. RCI requests a minimum of 30 days after coordination to begin on-site project work. RCI is prepared to begin on-site project work within 60 days of the contract award. A detailed description of the timeline and project stages is included later in this proposal.

Williamson County

RCI will conduct an on-site pre-planning meeting with THE COUNTY representatives prior to commencing on-site project work. The meeting will serve to review the overall scope of the project, including all locations to be inventoried, physical inventory procedures, acquisition cost procedures, database information to be recorded, report formats, and project schedules.

This proposal is built based on our knowledge and experience with similar inventories that included the same class of assets as put forth in this request. The following proposal assumes the work effort and hours to conduct the on-site physical inventory, acquisition cost research, reconciliation, and reporting.

As a valuable part of this project, RCI will provide and implement a robust asset management system via our Fixed Asset Management Program (FAMP 11.1) at no extra cost. This program was specifically developed to help our local government clients track and report their assets for compliance with GASB 34/35 purposes. The data and reports are customizable and can be output to CSV or Excel format to allow for easy export/import to most finance and ERP applications.

Note: Infrastructure Assets, Land, Land Improvements, and Buildings - will not be surveyed or inspected as part of this inventory project and the corresponding data will not be included in final asset reports provided by RCI. Services for inventory of Land, Improvements, Buildings and Infrastructure assets and historical cost research can be arranged with RCI, but additional fees will apply.

SCOPE OF WORK - PHYSICAL ASSET INVENTORY

RCI will conduct a comprehensive and accurate on-site physical inventory of all of THE COUNTY fixed/capital assets with an original purchase value of \$500 or greater at all of THE COUNTY locations. RCI will identify, tag (where possible) and scan all qualifying items to include sensitive "walkable" assets regardless of price such as computers, notebooks, printers, projectors A/V equipment, cameras, radios, and other specified items during the inventory.

RCI will scan and record existing tag information and apply new tags for qualifying items that do not have a tag. Prior to on-site inventory RCI will gather existing asset data from THE COUNTY (if available) for reconciliation purposes.

ROOM/LOCATION TAGGING

RCI will do a complete room-by-room fixed asset inventory of all campus locations. RCI will place a barcode tag at the door for each room inventoried in this project. The tag will be placed in an inconspicuous location, usually inside the door frame. The location information will be recorded, and assets within the room will be assigned to that room and location. RCI will provide room tags for room tagging.

ASSET TAGGING/SCANNING

RCI will consult with THE COUNTY personnel in the planning stage for specifics about placement and details for items requiring a new tag. RCI recommends tag placement in standardized locations that allow for ease of future rescans but not interfere with proper operation of equipment. It must be noted that tag placement is not always possible for every item (i.e. blade servers, ceiling mounted projectors, weapons, band instruments, etc.). Additionally, RCI only tags items below 12 feet in height and not above ceiling tiles.

RCI will not inventory items that are currently boxed or packaged. RCI will provide services to inventory vehicles using a listing provided by THE COUNTY. All qualifying non-vehicle equipment will be tagged and scanned. RCI will work with THE COUNTY contact regarding other unique items such as band instruments.

RCI will verify, capture, and report the following:

- a. Asset Tag Number
- b. Description of Equipment
- c. Manufacturer*
- d. Model*
- e. Serial Number*
- f. Property/Location
- g. Building
- h. Floor
- i. Room
- j. Acquisition Cost (Actual, Estimated or Replacement)
- k. Acquisition Date
- l. Date Verified
- m. Useful Life
- n. Old Tag Number (if applicable)

The recommended barcode tags are white polyvinyl material with a permanent acrylic based adhesive (optionally, colored tags can be used for Federally Funded assets, etc. – additional fees may apply). The bar code symbology will be Code 39 / Code 128. The tags will be $2" \times 0.75"$ and will be imprinted to include:

- Property of Williamson County (or as selected by THE COUNTY)
- Asset number in bar code form
- Asset number in alphanumeric form (human readable)

RECONCILIATION

Upon completion of the physical inventory, RCI will perform a reconciliation of inventory data compared with the county's existing asset data (if provided). This will result in a detailed database of all of THE COUNTY assets. RCI will provide reports for:

- Matches Found Assets have identical tag numbers and serial numbers in original data
- Additions Asset found, but does not exist in provided data/spreadsheets
- Deletions Asset exists (on data/spreadsheet), but does not physically exist (requires additional follow-up with site representative)

RCI will provide a report to THE COUNTY that details the process used in the asset inventory, any unusual findings, clarifications, or any other reasonably relevant information THE COUNTY may need to update its asset inventory.

^{*} To be recorded when available on the individual asset

ACQUISTION COST RESEARCH

During the reconciliation process RCI will reconcile asset values with any acquisition cost and dates provided by THE COUNTY. When actual purchase or cost data is not available by THE COUNTY, RCI will assign asset values that will represent estimated replacement cost and useful life of the asset.

To fully comply with reporting and depreciation guidelines, our mutual goal is to report the actual acquisition costs of your fixed assets. When actual acquisition cost cannot be obtained, "replacement cost" will be used for all items for which an acquisition date can be established. Replacement cost is the current average cost for the type of asset. When an acquisition date is not available, RCI will work with client staff members to determine the estimated acquisition date. Single-line items representing significant outlays (software, etc.) can be reported as line item entries based on information provided by THE COUNTY. RCI valuation methodologies will be in compliance with recognized accounting standards of GASB Statements 34/35.

The FAMP 11.1 software depreciates asset values using the straight-line method to ensure that you comply with GASB 34 guidelines. Our software will depreciate each item for the number of years of useful life based on the purchase date, salvage value (if any), and original cost. The software can filter for any desired capitalization level (e.g. \$1,500.00, \$5,000.00). In addition, the system can filter by category to allow depreciation of specific items, such as, depreciating all maintenance equipment with a value of \$2,500.00 or more.

DELIVERABLES

RCI will provide all asset data in our FAMP 11.1 software. The delivered product includes a removable USB-drive containing the populated asset database, accompanied by system loading and operating instructions. The final report will include an original cost, depreciation summary and details report (as required by GASB 34). RCI will provide actual cost, where available, or replacement cost for all assets. In addition, RCI will provide all asset data in flat file (Excel or CSV) for import into any existing accounting system. This provides the ability to update/replace the information such as serial number, location, model, etc., into the county's current asset system.

ASSET MANAGEMENT SYSTEM AND REPORTING

RCI will perform the on-site physical inventory using our robust, feature rich FAMP 11.1 software system. This system is specifically designed to facilitate the inventory process, as well as to provide reporting for asset valuations, dispositions, and depreciation. FAMP 11.1 operates in both a desktop version and a mobile version using Motorola series handheld scanners.

FAMP 11.1 was developed by RCI specifically for local government institutions. The software is a Windows-based network program that uses relational databases for optimal performance. RCI will populate the Fixed Asset Management database for THE COUNTY using information collected during the on-site portion of the project. The FAMP software includes numerous query and report formats. FAMP 11.1 provides the ability to export and import data via a variety of Windows-based formats (Excel, Text, CSV, etc.).

RCI FAMP 11.1 is an Open Database Compliant (ODBC) data structure. The program is fully networkable and will run on a Windows based server. The program can be password protected from unauthorized users and setup to allow multiple permission levels (user from campus A can access data for campus A, but not campus B). FAMP 11.1 uses Microsoft SQLite to support multiple users without cost to purchase additional SQL licenses. FAMP 11.1 does not require system licensing and allows full access to the system for an unlimited number of users. Version updates, if/when available, will be available for purchase, or included for free with next THE COUNTY physical inventory after a new version release. The minimum system requirements for FAMP 11.1 are a Pentium–level processor with 500 MHz speed; USB drive; 1 gigabyte RAM (for Windows 10 or later); and 500 megabyte or larger hard drive.

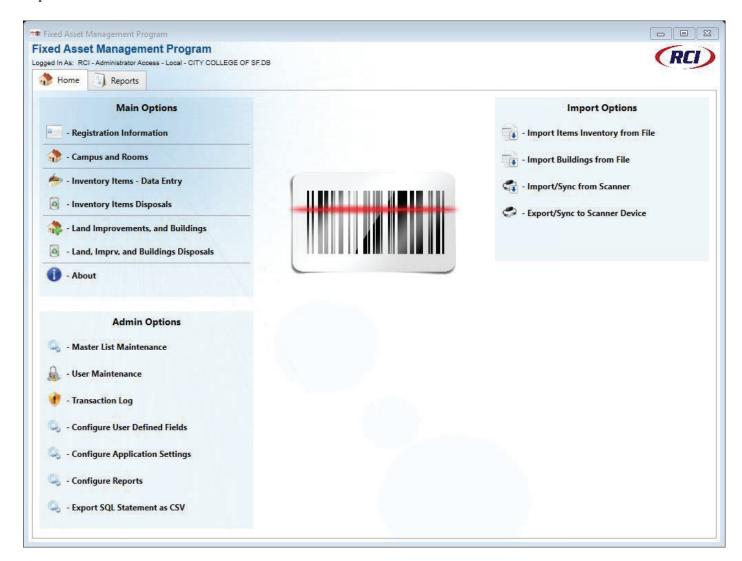
RCI provides the software system so that THE COUNTY can add, delete, and manipulate asset data allowing tracking and reporting of assets as necessary. Therefore, THE RCI FIXED ASSET MANAGEMENT PROGRAM SOFTWARE SYSTEM IS PROVIDED AS AN INTEGRAL PART OF THE OVERALL PROJECT AT NO ADDITIONAL CHARGE TO THE COUNTY.

The available data input fields for RCI's FAMP 11.1 Software System are:

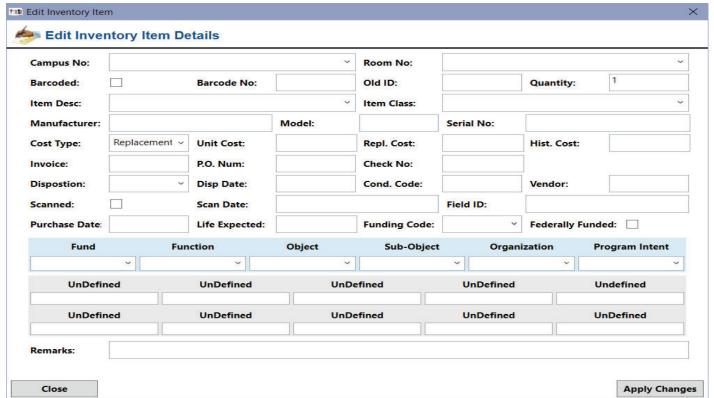
Depreciation Method Check Number Remarks Campus Number Building Number Condition Code Vendor Date Data Modified Room Number Program Codes Cost-Code-ID Cost Item Description Item Account Class Funding Code (Actual/Estimated) Federally Funded Disposition Method Salvaae Value **Ouantity** Serial Number Manufacturer Disposition Date Purchase Date Old ID Number Model Useful/estimated life 10 User-Defined fields Bar Code Number Invoice Number P.O. Number

The RCI FAMP 11.1 software system is also capable of depreciating asset values using the straight-line accounting method with a first month convention to ensure that you comply with GASB 34/35 guidelines. Our software will depreciate each item for the number of years of useful life based on the purchase date, salvage value (if any), and original cost. The software can filter for any desired capitalization level or Funding Source – for **EDGAR tracking and reporting**. In addition, the system can filter by category to allow depreciation of specific items, such as depreciating all maintenance equipment with a given value – for example, \$2,500.00 or more.

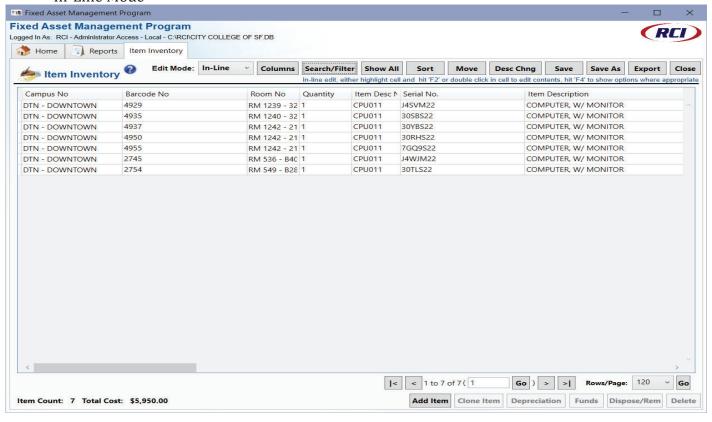
The RCI FAMP 11.1 software system comes with many pre-designed reports, as well as customizable reports.



Standard Mode



In-Line Mode



The RCI FAMP 11.1 software system comes with many pre-designed reports, as well as customizable reports.



TIMELINE AND DETAILED DESCIPTION OF PROJECT STAGES

We anticipate this Asset Inventory effort will require one (1) on-site visit with the actual physical inventory requiring a team of four (4) experienced inventory specialists on-site at THE COUNTY facilities for approximately two (2) weeks.

The milestones and durations are as follows:

Expected Award of Contract: TBD

Pre-Planning & Coordination: From award through on-site project start (limited

interaction required by THE COUNTY)

Pre-Planning Meeting: 2-4 weeks prior to on-site inventory

On-site Physical Inventory: 2 weeks – Mutually agreed dates must be set at least

30 days prior to start of on-site work.

Reconciliation and Cost Research: 1-2 weeks

Delivery of Data, Reports and Software: 1-5 days

The milestones above are intended to illustrate the effort and approximate duration required to complete and provide final deliverables to THE COUNTY. Coordination of actual project dates will commence upon award of contract. Upon award, RCI will begin the actual project scheduling. RCI will hold the kickoff meeting within thirty (30) days of the contract award. RCI requires thirty (30) days from the mutual agreement to start on-site inventory work. Upon completion of the physical on-site work, RCI will begin data processing, acquisition cost research, and quality control and will deliver final asset data/reports and FAMP 11.1 software within thirty (30) days of completion of on-site physical inventory.

DETAILED DESCRIPTION OF PROJECT STAGES

<u>Pre-Inventory Planning Stage:</u> During this stage of this project, RCI will work with THE COUNTY staff to plan and prepare for the upcoming on-site physical inventory. Activities include:

Initial Project Coordination – With THE COUNTY staff, we will review project scope and deliverables, an initial draft of guidelines for inventorying of assets, and an initial draft of the project schedule. RCI will gather location maps, facility schedules and existing asset data.

Pre-Planning Meeting – RCI will conduct an online preplanning meeting with THE COUNTY prior to the on-site work. During the meeting, RCI will be introduced to key THE COUNTY staff, and together we will review project scope and deliverables, and gather any remaining information necessary to complete the initial draft of the project schedule.

Development of Physical Inventory Schedule – RCI will complete the development of the initial schedule for the physical inventory and document any additional, specific guidelines inventorying assets.

Physical Inventory: Consistent and frequent communication is the key to success during this stage. The following schedule will be followed for the on-site inventory:

In-Brief – The RCI On-Site Senior Project Manager will review the schedule for the on-site inventory with THE COUNTY staff. At the meeting, we will address any questions that may have arisen since the pre-planning activities stage and make any necessary adjustments as needed.

Physical Inventory – The RCI Team will then conduct the on-site asset inventory on a wall-to-wall basis of each room in each facility in accordance with the scope and schedule. The RCI Team will arrive at each location, coordinate with THE COUNTY staff, and complete the inventory in accordance with the procedures outlined below:

Fixed Asset Tagging – If a qualifying asset does not contain a tag, or the tag is damaged or otherwise not readable, RCI will affix a new tag to the item. Any existing tags encountered will be captured as part of the data related to the asset. The RCI Team will record all available information - the description of the asset, asset tag identification number, manufacturer, model number, serial number, and location (room/ building/campus).

- Room Codes and Other Physical Areas In addition to tagging and scanning assets, RCI will assign a unique room code to every room and physical area by placing a barcode on the inside door-jam leading into the room/location. This location code will be captured for each asset inventoried. This unique room number will ensure clarity of identification during future inventories by THE COUNTY staff personnel or by RCI.
- **Collection of Utilization Data** Optionally, in conjunction with the physical inventory, RCI can collect information regarding the utilization of each asset to be added to the database. This information can be used, for example, to produce specific reports by funding source. This would be an additional service not currently included in the scope of this project, or the price proposed.

- **Daily Communications** The RCI On-site Senior Project Manager will prepare a report detailing the activity performed the previous day and the schedule for the current day. This report will be provided to THE COUNTY staff each morning.
- **Out-Brief** At the end of the physical inventory, the RCI On-site Senior Project Manager will review the accomplishments for the period with THE COUNTY staff. At the meeting, we will verify that all buildings/locations have been accounted for and address any concerns that the staff may have prior to our departure.

<u>Data Processing & Quality Control</u> – This stage includes the following activities:

- **Data Processing and Reconciliation** All the data collected by the RCI On-site Teams will be brought back to our corporate office for data entry, quality review, and formatting. The data pertaining to the assets will be finalized in our FAMP 11.1 software system and a database will be populated based on the reconciliation of on-site fieldwork and all data supplied by THE COUNTY. RCI will then extract the raw data to Microsoft Excel and share that data with THE COUNTY staff for review. We will also prepare preliminary reports detailing assets found, missing assets, and assets by department, by type and by location.
- Review, Adjustments and Re-Inventory Efforts (if necessary) Following review by THE COUNTY staff, RCI will complete any required adjustments and detail required re-inventory efforts if applicable.
- **Development of Acquisition and Cost Data** As part of the project, RCI will gather and include in the asset database information related to the date of acquisition, original cost, funding source(s), etc. for each asset. This data is usually maintained in the client accounting and/or purchasing system. If desired, RCI can merge this data with the inventory data. Our process for this is:
 - Actual Acquisition Costs are the first choice to establish depreciation of assets, which include machinery and equipment, buildings, building improvements, land, and land improvements. To establish depreciation, the historical costs, dates of acquisition, useful lives, and salvage values (if any) are required. All readily available information will need to be supplied to RCI in a database in a Windows-importable format (ASCII, QDB, Excel, etc.). The data should be provided "comma delineated" and titled. Multiple data types cannot be contained within the same data field.
 - **Estimated Actual Costs** will be assigned to all items for which an acquisition date can be established, or for which actual historical costs are not found. When specific acquisition dates cannot be established, RCI will require that THE COUNTY staff assist in determining an estimated purchase date.

• **Estimated Acquisition Costs** are developed when we are unable to identify actual costs. We estimate original cost utilizing a normal valuation approach which entails estimating a replacement value and assigning to that value the reverse inflation indices based on the asset's classification and date of acquisition.

Re-Inventory of Facilities/Assets: If necessary, the RCI On-site Senior Project Manager and the senior members of the inventory team will return to inventory any facilities or assets not available during the scheduled inventory time. While it is possible that this effort may not be required, it is RCI's experience that on projects of this size, it is advised to plan for just such an effort.

<u>Final Database/Reports Preparation</u> – In this stage, the RCI Quality Control Manager and Team will review all reports associated with the data collected during the on-site field work, the reconciliation, and any modifications generated from the preliminary reports that were initially provided to THE COUNTY. This includes verifying calculations related to our research findings based on the data supplied by THE COUNTY, examining the reports for any ostensible misprints, "spot-check" client supplied data, and confirm the software system is producing reports properly and accurately.

<u>Delivery of Fixed Asset Inventory, RCI FAMP 11.1 Software System and Asset Database</u> – In this final stage of the project, RCI will provide THE COUNTY with the following:

- **Delivery of RCI Fixed Asset Management Program (FAMP) 11.1** RCI provides our proprietary FAMP 11.1 software system, *at no additional charge*, as part of the on-site physical inventory project. Our software program will allow you to track changes to your inventory, as needed. Your staff will be able to accomplish periodic inventories on individual locations, departments, or even by room. The data collected is uploaded directly into FAMP 11.1, enabling the system to produce a variety of reports.
- Delivery of Fixed Asset Inventory in Microsoft Excel and Reports Data can be provided in Microsoft Excel, accompanied by hardcopy inventory reports if required, for assets by department and location. RCI will also provide technical support for creating extract files suitable for interfacing with THE COUNTY accounting systems.

COLLABORATION

RCI has in-depth experience in having performed hundreds of on-site asset inventory projects each year. We have encountered several obstacles that have the likelihood of impeding the inventory process. In an effort to reduce these potential problems, RCI has listed several action items that can help to alleviate any issues that may arise during the project.

RCI will require *limited* support by THE COUNTY staff to ensure the inventory project is accomplished:

- ✓ **Assist** by having one escort from THE COUNTY staff available during the actual physical inventory at each location.
- ✓ Provide appropriate support staff to access locked areas and equipment during the actual physical inventory.
- ✓ **Notify** all appropriate THE COUNTY staff of the physical inventory project so that they are not surprised by the arrival of the RCI Team and are aware that we will need to have access to all areas and assets.
- ✓ **Supply** fire escape plans (or other similar floor plans) and unusual asset lists to be included in the inventory at least two weeks prior to the beginning of the on-site portion of the project.
- ✓ Participate fully in all on-site planning and project coordination meetings.

During this engagement, RCI will:

- ✓ *Communicate* with THE COUNTY staff on inventory process, progress, procedure, and schedule as outlined in the RFP.
- ✓ *Ensure* all of RCI's employees:
 - Have passed initial and random drug screening tests
 - Have passed criminal background checks and national sex offender registry searches that can be provided to THE COUNTY. RCI uses a rap-back program for ongoing status updates.
 - Have been trained in all applicable confidentiality compliance issues
 - o Will be uniformed and wear visible ID-badges while on-site
- ✓ **Provide** RCI-owned equipment (i.e. laptops, scanners, etc.) to use during the inventory process and to have the appropriate controls in place to ensure there is no transfer of computer viruses from our equipment to THE COUNTY owned computer equipment.
- ✓ *Uphold* exceptional care and attention to be non-disruptive and to not interfere with student testing or other student activities. RCI recognizes that Personal Items of students, staff and faculty are not included in the physical inventory. RCI will leave the areas as they found them. RCI will not unplug any equipment and will be responsible for repair or replacement of property damaged by RCI during the inventory process.

In addition, RCI is fully committed to Equal Employment Opportunity Commission (EEOC) policies and does not discriminate in practices or employment opportunities on the basis of an individual's race, color, national or ethnic origin, religion, age, sex, gender, sexual orientation, marital status, veteran status, disability, or any other proscribed category set forth in federal or state regulations.

National Cooperative Purchasing Agreements

Records Consultants, Inc. (RCI) is pleased to be an approved vendor of a nationwide purchasing cooperative - **BuyBoard Cooperative Purchasing (BuyBoard)**. RCI offers our services to BuyBoard members at negotiated discount rates. RCI's records management services and physical fixed asset inventory services are offered under **BuyBoard contract 716-23**. The purchasing cooperative is free to join and have an easy application process.

RCI fixed asset inventory and reconciliation services are offered at an hourly rate through BuyBoard's negotiated discount. The RCI approved/discounted rate for BuyBoard members is \$170 per hour

RCI is offering Williamson County a fixed fee bid as described below for this project at a rate even below the negotiated BuyBoard rate. The extended discounts offered to Williamson County are based on the size of the project and the associated economies of scale. Williamson County is able to receive the offered rate provided in this proposal while still using the BuyBoard contract to demonstrate purchasing discounts.

The following table reflects the approximated rate and discounts offered to Williamson County based on the estimated labor hours associated with this project. The following pricing includes all labor, equipment and travel for the complete asset inventory and reconciliation project.

County-wide Physical Fixed Asset Inventory and Reconciliation Project

Included Services	Estimated Project Hours	Standard RCI Pricing	RCI BuyBoard Pricing	THE COUNTY Pricing
Physical Inventory Project	304	\$ 57,560	\$ 51,860	\$ 48,000
FAMP 11.1 Software*				No Fees
Total Fees				\$ 48,000

PROJECT FEES - 2026 ANNUAL UPDATE

RCI will perform the County-wide Fixed Asset Inventory and Reconciliation as described in the Scope of Work at all Williamson County locations for a fee of \$\frac{\\$48,000.00}\$ to include all labor, equipment, and travel. Significant deviations in the number of locations and facilities inventoried in this project may incur additional fees and will be negotiated with Williamson County in advance of services provided. RCI will require payments of \$\frac{33,600.00}{200}\$ payable at the end of the on-site phase of this project and the remainder due upon delivery of the FAMP software (including all inventory data). Terms, net 10 days.

Items included are:		Fees
County-wide Fixed Asset Inventory & Reconcil of fixed assets valued at \$500 and greater	iation	\$48,000.00
Fixed Asset Management Program (FAMP 11.1	Software)	No Fee Applied
* Assumes same facilities & buildings for annual updates. New/add with the county prior to on-site work.	litional facilities will incur additional	fees and will be coordinated
Payment Schedule: Due upon completion of on-site inventory phase Balance due upon completion of project* *not to extend past 14 days of on-site completion		\$33,600.00 \$14,400.00
Name_	Title	
Signature	Date	
Phone Number	Fax Number	
Email_	Purchase Order #	

MULTI-YEAR COST AGREEMENT FOR 2027 & 2028 UPDATE INVNETORIES

RCI will perform the 2027 & 2028 County-wide Fixed Asset Inventory and Reconciliation Updates as described in the Scope of Work at all Williamson County locations for a fee of \$49,500.00 to include all labor, equipment, and travel. Significant deviations in the number of locations and facilities inventoried in this project may incur additional fees and will be negotiated with Williamson County in advance of services provided. RCI will require a payment of \$34,650.00 payable at the end of the on-site phase of this project and the remainder due upon delivery of the FAMP software (including all inventory data). Terms, net 10 days.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer 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 Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

Williamson	County
w uuumson	Country

County-wide Physical Fixed Asset Inventory

Items included are:	I	Fees
County-wide Fixed Asset Inventory & Reconciliation (Follow-up On-site Inventories in 2027 & 2028*)		9,500.00 each
Fixed Asset Management Program (FAMP 11.1 S	oftware) No	Fee Applied
* Assumes same facilities & buildings for annual updates. New/additi with the county prior to on-site work. Pricing requires completion of	onal facilities will incur additional fees and 2026, 2027, & 2028 inventories by Septer	d will be coordinated mber 2028.
Payment Schedule: Due upon completion of on-site inventory phase Balance due upon completion of project* *not to extend past 14 days of on-site completion		4,650.00 4,850.00
Name_	Title	
Signature_	Date	
Phone Number	Fax Number	
Email	Purchase Order #	

LIABILITY INSURANCE COVERAGE CERTIFICATE

RCI is a privately owned corporation in strong financial condition with no current or past litigation. The following document is proof of RCI Liability Insurance coverage.

AS	CORD CE	ERTIF	ICATE OF LIA	BILITY	' INS	URANC	Ε [1020	MM/DD/YYYY) 16/2023
CE BE RE	IS CERTIFICATE IS ISSUED AS A I RTIFICATE DOES NOT AFFIRMATI LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, AN	VELY OR URANCE ND THE CI	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEND TE A CON	OR ALT TRACT	ER THE CO' BETWEEN T	VERAGE AFFORDED HE ISSUING INSUREF	BY THE R(S), AU	POLICIES THORIZED
If S	PORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject s certificate does not confer rights t	to the ter	ms and conditions of th	ne policy, ou	ertain p	olicies may i			
PROD				CONTACT NAME:	,	Helen Rocam			
	arsh & McLennan Agency, LLC 1 Interpark Blvd.			PHONE (A/C, No, Ext E-MAIL	:):	210-249-2312	FAX (A/C, No)	:	
	n Antonio, TX 78216			E-MAIL ADDRESS:		helen.rocamo	ntes@marsh.com		
	POST CONTRACTOR CONTRA				INS	SURER(S) AFFOR	RDING COVERAGE		NAIC#
	nMMA.com			INSURER A	Hartford	d Underwriters	Insurance Company		30104
INSUR	ecord Consultants, Inc.						re Insurance Co		20052
21	288 Gathering Oak, Suite 110 In Antonio TX 78260					Mutual Insuran			22945
Sa	n Antonio TX 78260				Argona	ut Insurance C	Company		19801
			1	INSURER E					
COV	ERAGES CER	TIFICATE	NUMBER: 75782185	INSURER F :			REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES			VE BEEN IS	SUED TO			THE POLI	CY PERIOD
CE	DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	QUIREMENTE PERTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY CO	POLICIE	OR OTHER I	DOCUMENT WITH RESPE HEREIN IS SUBJECT T	CT TO V	VHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	PC (MN	LICY EFF	POLICY EXP (MM/DD/YYYY)	LIM	TS	
- 2	✓ COMMERCIAL GENERAL LIABILITY		65SBAAZ3LVW		8/2023	8/18/2024	EACH OCCURRENCE	\$\$1,00	0,000
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$\$1,00	0,000
							MED EXP (Any one person)	\$\$10,0	000
							PERSONAL & ADV INJURY	\$\$1,00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$\$2,00	0,000
-	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$\$2,00	0,000
В	AUTOMOBILE LIABILITY		73APS113376	8/1	8/2023	8/18/2024	COMBINED SINGLE LIMIT	\$\$1,00	0.000
	ANY AUTO		10/11/01/100/0	O,	O/LULU	0,10,2024	(Ea accident) BODILY INJURY (Per person)	\$	0,000
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident	-	
	AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	✓ Comp Ded \$2,80€ollision Ded	\$2,500					(i or additionly	\$	
E	UMBRELLA LIAB ✓ OCCUR		SCX1057823	8/1	8/2023	8/18/2024	EACH OCCURRENCE	\$\$2,00	0,000
2	✓ EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$\$2,00	0,000
C	DED RETENTION \$ WORKERS COMPENSATION		0001195806	8/1	8/2023	8/18/2024	✓ PER OTH-	\$	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$\$1,00	0.000
(DFFICER/MEMBER EXCLUDED? Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYE		
i i	f yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		ST Statements
	Workers Comp Out of State AZ and A	R	WC928898709444	8/1	8/2023	8/18/2024	\$1,000,000/\$1,000,000/		
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACOPD	101 Additional Remarks Schedul	le may be atte	ched if mor	re space is require	ed)		
DESCR	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (ACORD	101, Additional Remarks Schedul	ie, may be atta	icnea ir mor	e space is require	ed)		
CEP	TIFICATE HOLDER			CANCEL	IATION				
JER	THE HOLDEN			JANGEL	LATION				
Re	ecord Only			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				AUTHORIZED REPRESENTATIVE					
				More b 147	vtho	division of 14	arab LICA Jac		
	1			Marsh Wo			arsh USA, Inc. ORD CORPORATION.	All righ	te recented

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

 $75782185 \mid \texttt{RECORCONSU2} \mid \texttt{GL/AUTO/2} \text{ WC/EXCESS} \mid \texttt{Helen} \text{ } \texttt{Recamontes} \mid 8/16/2023 \text{ } 4:08:24 \text{ PM (CST)} \mid \texttt{Page 1 of 1} \text{ } 1 \text{ } 1 \text{ } 1 \text{ } 1 \text{ } 2 \text{ } 2$