

WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR QUALIFICATIONS (RFQ)

Williamson County Redistricting Plan

RFQ NUMBER: 109WCP905

SUBMISSION OF QUALIFICATIONS (SOQs) MUST BE RECEIVED AT OR
BEFORE: **March 8th, 2010 – 2:00 PM**

SOQs WILL BE PUBLICLY OPENED: **March 8th, 2010 – 2:00 PM**

SUBMISSION OF QUALIFICATION

DEADLINE: SOQs must be received in the Williamson County Purchasing Department **at or before Wednesday, March 8, 2010 at 2:00 PM**. SOQs will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department.

METHODS: SOQs may be hand-delivered or mailed to the *Williamson County Inner Loop Annex, Purchasing Department, Attn: Jonathan Harris, 301 SE Inner Loop, Suite 106, Georgetown, Texas 78626*.

LOCATION DIRECTIONS: Please see page 16 of this document for a map and directions to the Williamson County Inner Loop Annex.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

SOQs REQUIREMENTS

PRE-SOQs MEETING: All vendors interested in submitting a SOQ are invited to attend the non-mandatory pre-SOQ meeting at **9:00am on Thursday, February 18th, 2010**, at the Williamson County Purchasing Department, located at the Inner Loop Annex, 301 SE Inner Loop, Suite 106, Georgetown, TX 78626.

SUBMITTAL: **One (1) original SOQ and four (4) copies** must be submitted and consist of the COMPLETED AND SIGNED SOQ Form and any other required documentation. **All copies**

must have the same attachments as the original.

SEALED: All SOQs **must** be returned in a sealed envelope with the RFQ name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires Respondent s to supply with this SOQ, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

LEGIBILITY: SOQs must be legible and of a quality that can be reproduced.

FORMS: All SOQs must be submitted on the forms provided in this RFQ. Changes to forms made by Respondent s shall disqualify their SOQ. SOQs cannot be altered or amended after submission deadline.

LATE SUBMISSIONS: SOQs received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective Respondent must affirmatively demonstrate responsibility and must 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;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent 's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE:

No more than one award will be awarded for any item, single department or area. SOQs may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration..

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

CONTRACT/AGREEMENT:

The chosen and successful Respondent shall be required to sign the attached agreement, which contain terms necessary to ensure compliance with the terms set forth therein and the terms set forth in this RFQ.

CONTRACT/AGREEMENT ADMINISTRATION:

Under the Contract/AGREEMENT, Mary Clark, Executive Assistant to Commissioner, Precinct 1, (512) 733-5380, shall be the contract/agreement administrator with designated responsibility to ensure compliance with the requirements of the Agreement, such as but not limited to, acceptance, inspection and delivery. The contract/agreement administrator will serve as liaison between Williamson County

Commissioners' Court and the successful Respondent .

TERM: The Initial Term of the agreement shall commence on the date of County's execution of the agreement attached below and continue for **twelve (12) months** thereafter. The Agreement may be reviewed on an annual basis and may be renewed, if necessary, at the sole discretion of the County.

CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. **Question submittals must be made via email, and are due by 5 PM CST on Thursday March 4th, 2010.** Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

TECHNICAL CONTACT:

Mary Clark, Executive Assistant
Precinct 1
400 W. Main Street, suite 216
Round Rock, TX 78664
mclarkn@wilco.org

PURCHASING CONTACT:

Jonathan Harris
Assistant Purchasing Agent
301 SE Inner Loop, Suite 106
Georgetown, TX 78626
joharris@wilco.org

MISCELLANEOUS

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2009 thru September 30, 2010 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various RFQ Packages and/or RFQ Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this RFQ shall be as stated in the various RFQ packages and in the attached agreement.

PAYMENT: Payment shall be made as set forth in the attached agreement. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract/agreement
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract/agreement

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

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

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is located herein below. This form must be completed, signed, and submitted with your SOQs.

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 Williamson County.

DOCUMENTATION: Respondent s shall provide with this response, all documentation required by this RFQ. Failure to provide this information may result in rejection of the SOQ.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Respondent s SOQ, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Respondent may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the terms hereof, for convenience and without cause or further liability, upon ten (10) days written notice to Respondent . In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the vendor shall be paid in accordance with the terms of the attached agreement. No penalty will be assessed for Williamson County's termination for convenience.

SILENCE OF SPECIFICATIONS: The apparent silence of these 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.

COMPLIANCE WITH LAWS: The successful Respondent shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this RFQ including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Respondent does not desire proprietary information in the SOQs to

be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

This contract/agreement contemplates services that do not require worker's compensation insurance coverage. However, if it becomes

necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract/agreement will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

General Information

Williamson County is seeking to obtain a competent law or consulting firm, a team or an individual, which has experience in preparing Redistricting Plans based on the most current census data. The County is requesting SOQs from candidates interested in providing consulting services required for the development and implementation of a Williamson County redistricting plan necessitated by the 2010 census.

SOQs submittals will be reviewed and ranked by County staff. A presentation and an interview in a question/answer format may also be required to determine final selection from the firms/teams/individuals ranked highest after the initial evaluation. No oral statement of any person will modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the RFQ instructions/requirements. The staff will make its recommendation to the Williamson County Commissioners Court which will award the contract/agreement utilizing the County's standard form of agreement. The method of payment will be lump sum fee agreement with payments distributed throughout the life of the project based upon percentages of work completed.

Requirements

Deadline for submission – SOQs must be submitted prior to **Wednesday, March 8th, 2010 at 2:00 pm**. SOQs must be submitted to the Williamson County Purchasing Department, which is located at 301 SE Inner Loop, Suite 106, Georgetown, TX. 78628. Responses may either be mailed or hand delivered in a sealed envelope. Responses should be clearly labeled with **RFQ #10WCP905** on the front of the envelope.

Length of SOQs Response

Though there is not a page limit for SOQs responses, to save natural resources including paper, and to allow County staff to efficiently evaluate all submitted responses, Williamson County requests that responses be orderly, concise, but comprehensive in providing the requested information. Please limit additional, non-requested information.

Please provide your SOQs using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Evaluation/Selection Criteria

All responses received by the designated date and time will be evaluated based on the vendor responses to the specific criteria listed in the RFQ. 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 Criteria Section.

Selection Process

Firms are advised that the selection committee, at its option, may recommend a contract/agreement strictly on the basis of the initial RFQ responses, or in addition, may have interviews with firms to determine its final recommendation. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Contract/Agreement Award

A recommendation for Contract/Agreement Award will be made to the Williamson County Commissioners Court after the best offer is determined. The best offer may be determined from the initial offer or after any contract/agreement negotiations have been concluded.

Qualifications:

- Candidate(s) must have a minimum of ten (10) years experience in Redistricting;

Personnel and Staffing: The candidate should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. **There is one (1) page limitation for each biographic summary provided.**

Certifications and SOQs Submittal: This section will contain any licenses and certifications for all assigned personnel and/or staff, as required by WILLIAMSON COUNTY, the STATE OF TEXAS, the AMERICAN BAR ASSOCIATION, etc. **If applicable,** candidates should provide copies of their license(s), certificates, and a copy of their Professional Liability Insurance in their RFQ response.

INITIAL SCOPE OF SERVICES -PHASE I: Williamson County is requesting SOQs from experienced candidates to provide the consulting services required for the development and implementation of a redistricting plan necessitated by the 2010 census for Williamson County including, but not limited to, the following:

- a. Providing a pre-census analysis, projecting current population of the County.
- b. Soliciting information from the County on important matters affecting the redistricting plan (i.e., road mileage equalization; drawing County lines modifying voting precincts to respective city, school district, and water district lines, etc.), including obtaining public input.
- c. Preparing series of plans utilizing current (2010) census information for County to consider:
 1. Preparation of Commissioners Precincts Plans
 2. Preparation of Justices' of the Peace Precincts Plans
 3. Preparation of Constables' Precincts Plans
 4. Preparation of Election Administrations' Precincts Plans
 5. Preparation of Federal, State and local Precinct and District Boundaries
- d. Appear at Commissioners Court, or Redistricting Committee if one is chosen, meetings regarding pre-census analysis; Commissioners Court meeting regarding the approval of the redistricting plan; and public hearings, if such hearings are held, to answer any questions.
- e. Preparation of the Submission to the United States Department of Justice complying with the Federal Voting Rights Act and handle the administrative proceedings to gain Federal approval of the redistricting (pre-clearance of election changes).
- f. Full representation of the County in the event of litigation.
- g. Provide data in a format compatible with Williamson County's GIS system.

ADDITIONAL SCOPE OF WORK –PHASE II: Subsequent modifications or adjustments to initial scope of services may be required by Williamson County.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated after the ranking by the Commissioners Court of the most qualified candidates.

SELECTION PROCEDURES/EVALUATION SYSTEM: The evaluation consists of scoring responses to each of the Selection Criteria, based on a 100-point scoring system. A presentation and an interview in a question/answer format may also be required to determine final selection from the firms/teams/individuals ranked highest after the initial evaluation.

- A. Williamson County Commissioners Court and/or an Evaluation Committee (selected and/or designated by County Commissioners Court) will review, score and evaluate the written SOQs received in response to this Williamson County RFQ.
- B. After the SOQs have been reviewed, scored and evaluated, an evaluation matrix will be presented to Commissioners Court for the purposes of ranking.

Submission Documents

Respondents should include the following items in their response to this RFQ:

- a) Attachment A – “Responses to Selection Criteria”
- b) Resume(s) for the individual(s) that will be providing the requested services
- c) Signed and completed Williamson County Conflict of Interest Statement
- d) At least three (3) references where like services have been supplied by you, your firm or team
- e) Signed and completed Williamson County SOQ Form

SOQs Responses

A Respondent’s SOQ will be ranked according to the following information:

Cover Letter

Signed and dated by an authorized representative of the organization including e-mail address.

Attachment A

Please provide your responses to the following listed criteria. You should include sufficient information that will reveal the experience, background, references, education, etc. of the individual(s) that will be performing the required services.

Please note the following:

If the information you are submitting exceeds the space provided, you may attach additional sheets. Additional sheets should be clearly marked to reference the specific numbered criteria.

Basic Qualifications (5 points)

Provide a brief profile of **you, your firm or team**, relative to size, history, personnel and areas of expertise. References to applicable awards, associations, etc. may also be included. ***(Please respond to the criteria in the provided space below)***

Ability to Perform (15 points)

Provide an overview of **you, your firm or team's** specific experience on similar Redistricting projects and provide a project schedule of all described activities. ***(Please respond to the criteria in the provided space below)***

Geographic Proximity (5 points)

Consideration will be given to where **your, your firm's or team's** main office is located and how that may, or may not, affect the timely delivery of services. ***(Please respond to the criteria in the provided space below)***

Technical Capabilities (15 points)

Provide a narrative description of **your, your firm's or team's** resources and ability to deliver services required for the project. Provide resumes of all key personnel to be used, including project experience, specific areas of expertise, relevant educational backgrounds and certifications. Specify who will be the team leader and primary contact and/or work person. Identify associates who will be involved and their roles. ***(Please respond to the criteria in the provided space below)***

Performance History/References (30 points)

List a minimum of three (3) clients with Redistricting projects. The list should include:

- Name of agency/client, contact person, phone number and email address
- Year the service was provided
- Type of project and scope of services provided

(Please respond to the criteria in the provided space below)

Proposed Project Approach & Scope of Services to be Provided (30 Points)

- Provide a short narrative that conveys an understanding of the project goals and objectives.
- Demonstrate **your, your firm's or team's capabilities**, innovative approaches and/or special methodologies to accomplish the project.
- Describe and provide a systematic and methodical description of the scope of work, how it will be accomplished in a format that could be included in a consulting contract.
- Identify key personnel to be used and their areas of responsibility.
- Provide a breakdown of time and staff by work activity (Personnel identified in the SOQs must be the same personnel that will work on the project. Personnel changes after contract/agreement execution must be approved by Williamson County).

(Please respond to the criteria in the provided space below)

Compensation Information & Fees

Fee negotiations will be initiated once the top candidate is selected. If negotiations for acceptable fees are not successful, another firm will be selected and negotiations will be initiated with the second firm. The contract/agreement award will be made by the Williamson County Commissioners Court.

SOQs Format and Due Date

Open format is acceptable but please be succinct and follow the format outlined in the Qualifications section.

SOQs must be received in the Williamson County Purchasing Department **on or before 2:00 pm on Monday, March 8th, 2010**. SOQs will be publicly recognized at **2:00 pm** or soon thereafter in the Williamson County Purchasing Department located in the Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

Five (5) individually bound copies of the candidate's SOQs are required **(1 original and 4 copies)**. The response must be marked "original" or "copy". All responses must be returned in a sealed envelope with the RFQ name, number, and recognition date clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date must be clearly marked on the outside of the delivery service envelope.

Late Submissions

SOQs received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

Respondent's Acceptance

By submitting a response to this RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Texas Public Information Act

The County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract/agreement is awarded. Respondents are hereby notified that the County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Commitment

Respondent understands and agrees that this SOQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under an agreement arising from this SOQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Advertising of Projects

The Williamson County Purchasing Department is continually looking for efficient ways to notify vendors regarding our bids, proposals, and requests for qualifications, and wants to know how vendors are finding out about County projects. Though not a requirement, please answer and submit the following short survey with your RFQ response. Thank you in advance for your feedback.

My company/firm was made aware of the upcoming bid by:

a. An ad in the Austin American Statesman newspaper _____ Yes _____ No

b. An ad in the Williamson County Sun newspaper _____ Yes _____ No

c. An email notification from the County _____ Yes _____ No

d. The County Purchasing Department website _____ Yes _____ No

e. County Department or Employee _____ Yes _____ No

f. Plan room(s) _____ Yes _____ No

Name of Plan Room(s) _____

g. Texas Comptroller, Electric State Business Daily _____ Yes _____ No

h. Other: _____ Yes _____ No

Any additional advertising suggestions?



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____
(date)

WILLIAMSON COUNTY SOQ FORM
Williamson County Redistricting Plan

RFQ NUMBER: 10WCP905

NAME OF RESPONDENT :

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the Respondent to fully comply with the terms and conditions of the attached RFQ, Specifications, and Special Provisions for the amount(s) shown on the accompanying SOQs sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign SOQ

Date: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH SOQs

Williamson County Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

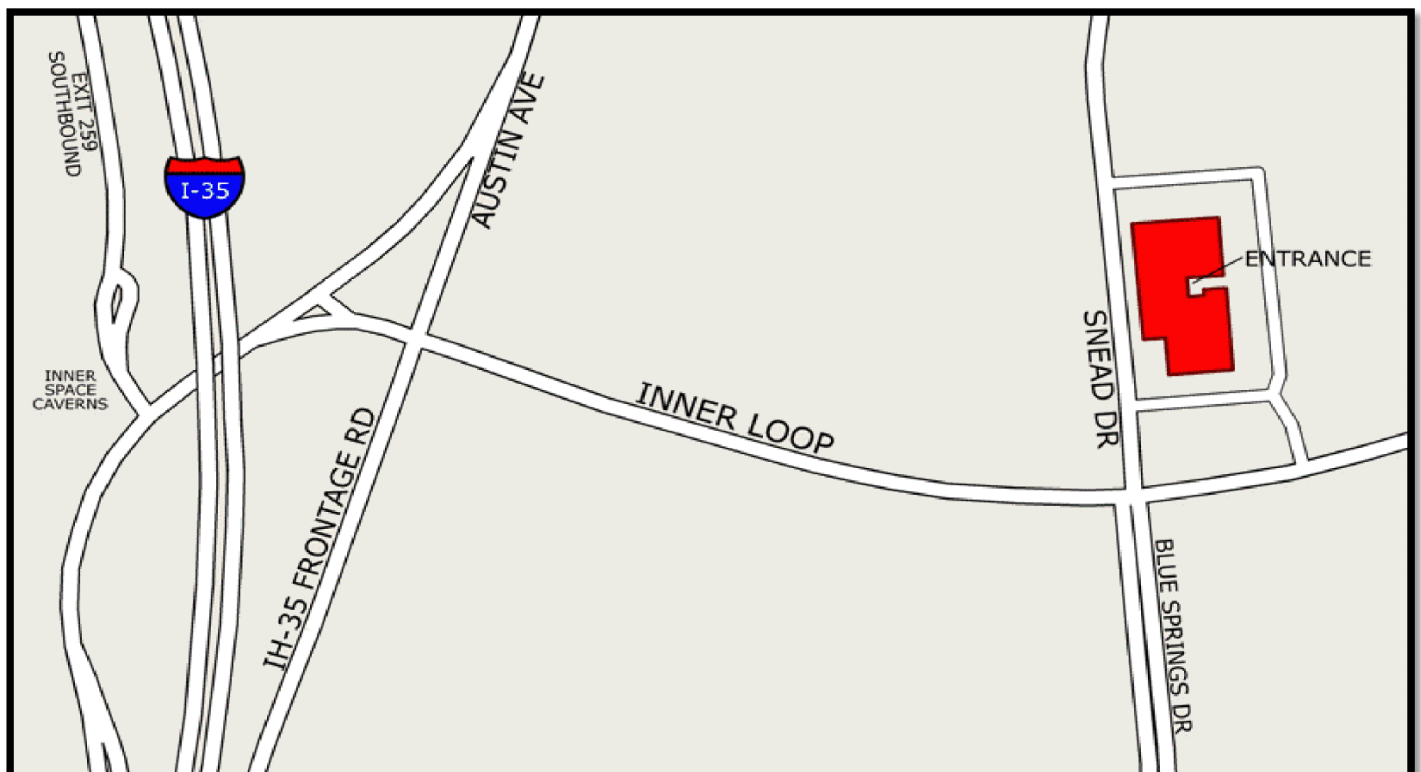
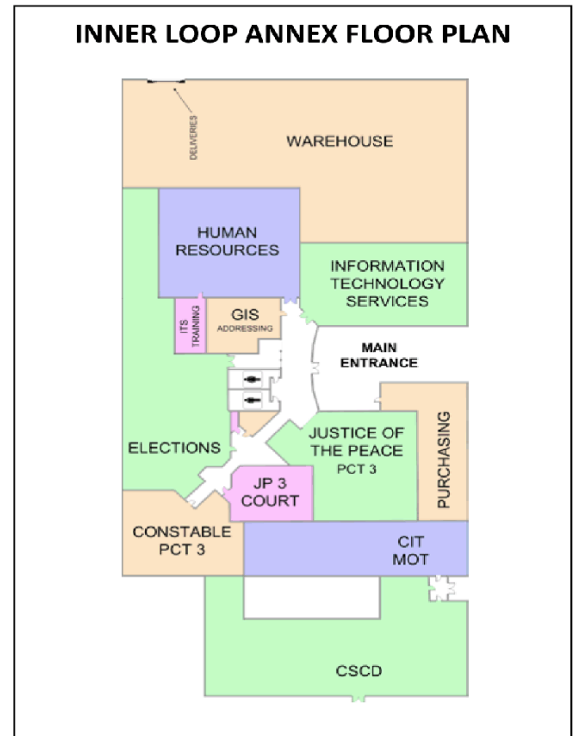
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles



AGREEMENT FOR PROFESSIONAL REDISTRICTING SERVICES

THIS AGREEMENT is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a public body corporate and politic of the State of Texas, acting by and through the Williamson County Commissioners Court (hereinafter referred to as "County") and _____ (hereinafter referred to as "Contractor,") authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, under the provisions of the Texas Constitution and federal law, the governing body of a political entity with members elected from single member districts is responsible for the division of the political entity into precincts or wards, and to conduct periodic reappointment of such area to accomplish fair representation and one-person one-vote balance; and

WHEREAS, the apportionment of the population of a political entity must comply with state and federal statutory requirements; and

WHEREAS, professional assistance from Contractor will assure that obligations imposed by state or federal law are satisfied, and that the process is conducted in an orderly, professional, and efficient manner; and

WHEREAS, Contractor is qualified and prepared to provide all necessary professional services to assist County with this process; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

SECTION I SCOPE OF AGREEMENT

1.01 Contractor shall provide all necessary services to successfully complete all redistricting projects assigned by County, hereinafter referred to as "the Project," including but not limited to the following:

- A. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of County and election subdivisions of County.
- C. Obtain preliminary population data from the U.S. Census Bureau for the 2010 federal census.
- D. Provide a pre-census analysis, projecting current population of the County.
- E. Solicit information from the County on important matters affecting the redistricting plan (i.e., road mileage equalization; drawing County lines modifying voting

precincts to respective city, school district, and water district lines, etc.), including obtaining public input.

- F. Prepare series of plans utilizing current (2010) census information for County to consider:
 - 1. Preparation of Commissioners Precincts Plans
 - 2. Preparation of Justices' of the Peace Precincts Plans
 - 3. Preparation of Constables' Precincts Plans
 - 4. Preparation of Election Administrations' Precincts Plans
 - 5. Preparation of Federal, State and local Precinct and District Boundaries
- G. Prepare all necessary population and demographic analysis to evaluate existing subdivisions of County to ensure that the same meet all legal requirements under state and federal law, and provide a written report to County of all findings.
- H. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2010 census, County and Contractor will conclude this Agreement as provided in Section 2.01.B.
- I. In the event redistricting is legally required, Contractor shall, working in conjunction with County, prepare no less than three (3) alternative reapportionment plans, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provided in Section 2.01.C and D.
- J. Consult with County Commissioners Court or any authorized citizens advisory committee as needed by mail, telephone, email or facsimile, and conduct no fewer than three (3) appearances and/or workshops within jurisdiction under apportionment. These appearances and/or workshops will include a preliminary workshop with County Commissioners Court and not less than two (2) meetings with County Commissioners Court.
- K. Attend and participate in no less than two (2) public hearings on the proposed redistricting plans.
- L. Upon approval by the County Commissioners Court, Contractor shall prepare and file all necessary maps and other documentation to complete submission to the U.S. Department of Justice for preclearance under the Voting Rights Act.
- M. Upon receipt of preclearance from the U.S. Department of Justice, prepare and file all necessary notices, maps and documentation with the appropriate Texas officials in compliance with state law.
- N. In the event litigation is necessary regarding the proposed reapportionment, Contractor shall provide such additional legal services and/or support as the parties may contract under separate agreement.

1.02 County agrees to provide to Contractor access to all necessary records and access to personnel for this project and to fully cooperate with Contractor in this Project.

SECTION II CONTRACTOR'S COMPENSATION

2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, County shall pay to Contractor an amount not to exceed _____, including reimbursable expenses, if any, to be paid as follows:

- A. Initial Assessment: County shall pay Contractor an amount of _____ on or before _____, for preparing an Initial Assessment of the existing political boundaries. This account includes the cost of obtaining suitable 2010 census data.
- B. In the event the Initial Assessment indicates that existing political boundaries for County do not require redistricting under state and federal law and Contractor informs County that no legal basis exists for further reapportionment services, no additional compensation will be paid by County to Contractor beyond the Initial Assessment Fee.
- C. First Initial Installment: In the event the Initial Assessment indicates that the existing political boundaries for County are unsuitable under state and federal law, Contractor shall proceed with the reapportionment process and County shall pay to Contractor a fee for such services in the amount of _____, due to Contractor on or before _____.
- D. Second Installment: Upon Contractor's completion of the Project and approval of the preclearance submission submitted by Contractor on behalf of County by the U.S. Department of Justice, County shall pay to Contractor a final fee in the amount of _____.

2.02 All costs of publication of public meeting notices and/or mailing any notices of required under state or federal law shall be the responsibility of County. Any such costs paid by Contractor on behalf of County shall be reimbursed at cost upon presentation of invoices.

SECTION III TERMINATION

3.01 County may terminate this Agreement, without cause and for convenience, at any time by providing ten (10) calendar days written notice to the Contractor.

3.02 In the event this Agreement is terminated prior to County's payment of the First Installment, County shall pay contractor for all attorney time at a rate of _____ per hour and actually incurred costs expended after the Initial Assessment to the date of termination upon presentation of invoices documenting such time and actually incurred costs.

3.03 In the event this Agreement is terminated prior to County's payment of the Second Installment, County shall pay Contractor for all attorney time at a rate of _____ per hour and actually incurred costs expended after the Initial Assessment to the date of termination upon presentation of invoices documenting such time and actually incurred costs.

3.04 Upon receipt of such termination notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

3.05 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

3.06 Copies of all completed or partially completed designs, drawings, electronic data files, data, document and records prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement upon payment of all time and actually incurred costs by County to Contractor.

SECTION IV INSURANCE

4.01 Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage, and limits of coverage. Contractor shall provide County with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- A. Workers' Compensation insurance within statutory limits. Substitutes to genuine Workers' Compensation will not be allowed.
- B. Commercial General Liability insurance with limits off not less than \$1 Million each occurrence and \$2 Million in the annual aggregate.
- C. Employer's liability insurance with limits of not less than \$1 Million per accident and \$2 Million in the annual Aggregate.
- D. Professional Liability insurance with limits not less than \$2 Million each claim/annual aggregate.

SECTION V NOTICE

5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the

proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.

5.02 If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail.

5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

B. If to County notice must be sent to:

Williamson County Judge
Dan Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VI LIMIT OF APPROPRIATION

6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of _____, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of _____, including reimbursable expenses, if any

SECTION VII SUCCESSORS AND ASSIGNS

7.01 County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII PUBLIC CONTRACT

8.01 Contract with the news media shall be the sole responsibility of County.

8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION IX COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with highest standards of Contractors practicing in the Austin-Round Rock-San Marcos MSA, applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X OWNERSHIP OF DOCUMENTS

10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches, reports, data and other documents prepared pursuant to this Agreement by the Contractor and his consultants (deliverables).

10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs or documents under this Agreement.

10.03 Copies of all complete or partially completed reproducible, preliminary layouts, record drawings, digital files, sketches, reports and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

SECTION XI INDEMNIFICATION

11.01 CONTRACTOR SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF Contractor OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

11.02 CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT ACT, ERROR, OR OMISSION BY CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

SECTION XII TERM

The Initial Term of this Agreement shall commence on the date of County's execution of hereof and continue for twelve (12) months thereafter. Prior to the termination of this Agreement, the Agreement may be reviewed and may be renewed, if necessary, at the sole discretion of the County.

XIII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIV MISCELLANEOUS

13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

13.03 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 of this Agreement. 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.

13.04 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement 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 Agreement 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 Agreement and be deemed to be validated and enforceable.

13.05 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement 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 Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

13.06 Each party to this Agreement 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 this Agreement.

13.07 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

13.08 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. 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.

13.09 Contractor 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

13.10 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 County shall have the right to terminate this Agreement if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Contractor.

13.11 County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 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 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 a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Contractor of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Contractor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

SECTION XV EXECUTION

This Agreement shall become effective on the date executed by County.

WILLIAMSON COUNTY:

Signature

Date

Title: _____

Attest:

Signature

CONTRACTOR: _____

Signature

Date

Title: _____