

DUNBAR ARMORED, INC.
SERVICE CONTRACT #48000883

CONTRACT executed September 7, 2016 by and between:

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| <p>1. DUNBAR ARMORED, INC. ("DUNBAR") and
 50 SCHILLING ROAD
 HUNT VALLEY, MD 21031</p> | <p>2. WILLIAMSON COUNTY ("CUSTOMER")
 TREASURY OFFICE
 710 MAIN STREET SUIT 105
 GEORGETOWN, TX 78626</p> |
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WITNESSETH

DUNBAR agrees, subject to the Terms and Conditions of the Contract, that it will accept and issue a receipt for sealed and locked containers, containing currency, coin, checks, securities, or any other valuable item(s) from the listed CUSTOMER location(s) and deliver such containers in like condition, against receipt to the listed depository, and/or to accept from the listed depository sealed and locked containers for delivery to the listed CUSTOMER location(s) in like condition and against receipt therefore.

SCHEDULE OF SERVICE AND SERVICE RATES

Service Location(s):

#	Location
1	JUSTICE OF THE PEACE #4 211 W 6TH ST TAYLOR, TX 76574

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup		WK	WK	WK		WK		Cash \$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$315.35 \$75.00 \$0.28 \$1.00 \$2.50

Service Location(s):

#	Location
2	WC JUSTICE CENTER 405 MLK JR. BLVD GEORGETOWN, TX 78626

#	Location
3	WC SHERIFF'S OFFICE 508 ROCK STREET GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup		WK	WK	WK	WK	WK		Cash Per Location \$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 15 Items Per Trip Per Minute Over 6 On Premises	\$524.70 \$75.00 \$0.28 \$1.00 \$2.50

This Contract shall be effective October 1, 2016, and shall serve as a temporary contract for a maximum period of thirty (30) days. Upon countersignature by an executive officer at DUNBAR's Headquarters, this Contract becomes a final Contract and shall remain effective in full force and effect for one (1) year with two (2) optional one (1) year renewals. Subject to the right of termination upon either party giving the other party written notice of such intention at least ninety (90) days prior to any anniversary date.

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF.

DUNBAR ARMORED, INC.

Signed by: Sean Deome - AB - Code #4806

Countersigned by: Seth R. McElroy
Senior VP Administration

WILLIAMSON COUNTY

Customer Signature Authorization

Print or Type Name & Title

Attachments

The Following Attachments are Hereby Incorporated in the Contract:

<input type="checkbox"/> Schedule of Service	<input type="checkbox"/> Deposit Verification Rider
<input checked="" type="checkbox"/> Pricing Information Sheet	<input checked="" type="checkbox"/> Exhibit A & B

Service Days Frequency Legend

WK On Call
Weekly



TERMS AND CONDITIONS

1. DUNBAR represents that it carries insurance with a responsible insurance company covering its liability as stated in this Contract for loss of or damage to property consigned to it hereunder and that it carries insurance which, subject to the terms and limits of the Contract or Contracts pertaining thereto, covers liability to third persons for damage incurred to them by reason of accidents for which DUNBAR is legally responsible and DUNBAR agrees to keep such insurance in force during the full life of this Contract.
2. The maximum liability for any cargo loss for property consigned to DUNBAR hereunder shall be the lesser sum of the liability assumed in this Contract as stated on the Schedule of Service and Service Rates, the value as stated in DUNBAR'S receipt for the sealed bags, packages or cassettes (containers) accepted or the actual cash value of any property lost or damaged. DUNBAR shall not be liable for any special, consequential or incidental losses or damage, including loss of interest, under any theory of liability.
3. Responsibility of DUNBAR for containers under this Contract shall begin when said containers have been accepted and receipted for by an AUTHORIZED EMPLOYEE of DUNBAR. Responsibility of DUNBAR for containers under this Contract shall end when said containers have been accepted and receipted for by the consignee or upon return to the shipper. If for any reason delivery to the consignee may not be completed, the said containers shall be returned to shipper. DUNBAR uses sophisticated scanners with barcode technology and tracking capability. It is understood and agreed that DUNBAR retains the right to provide CUSTOMER access to electronic signatures in lieu of hard copy receipts.
4. CUSTOMER agrees that all shipments of monies, notes, securities and other valuable property shall be contained in securely locked or sealed containers at the time of delivery to DUNBAR. DUNBAR shall not be obligated to receive any container not properly locked or sealed to its satisfaction. In the event that any container delivered to DUNBAR is not properly locked or sealed to its satisfaction, DUNBAR shall under no circumstances be liable or responsible for any shortage claimed with respect to the contents of such container. CUSTOMER further agrees that DUNBAR shall not be liable for any mysterious disappearance of, shortage of, or damage to the contents of any container unless the container was properly sealed at the time of delivery to DUNBAR and shows evidence of tampering at the time DUNBAR delivers said container to the consignee and the consignee immediately notes in writing the evidence of tampering on DUNBAR'S receipt document. Absent notation on DUNBAR'S receipt document by the consignee at the time of receipt, DUNBAR shall have no liability to CUSTOMER for sealed containers received by the consignee.
5. CUSTOMER agrees to maintain a complete record as to maker and amount of all checks placed in any shipment given to DUNBAR and in case of loss, or damage, to promptly, diligently and completely cooperate with DUNBAR in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include, but not be limited to, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers or to subrogate such rights to DUNBAR and its assigns. DUNBAR'S liability in the event of loss, destruction or theft of checks shall in all events be limited to payment for the reconstruction of such checks. Notwithstanding the foregoing, reconstruction cost shall be limited to \$25,000 per occurrence.
6. Upon discovery of a claim for loss or damage under this Contract, CUSTOMER shall promptly report the same to the appropriate police authorities and shall maintain and preserve all evidence. Within ten (10) days after discovery of any loss, but in no event more than thirty (30) days after delivery to DUNBAR of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, CUSTOMER shall give notice of claim in writing to DUNBAR. If the CUSTOMER fails to comply with the conditions of this paragraph 6, CUSTOMER agrees that all claims against DUNBAR relating to the lost or damaged items are deemed to be waived and released. Within thirty (30) days after the giving of written notice of any claim for loss or damage under this Contract, CUSTOMER shall furnish to DUNBAR detailed written proof of such loss or damage in form satisfactory to DUNBAR'S insurer. CUSTOMER agrees to cooperate with and assist DUNBAR'S insurer in its adjustment of any loss. No action, suit or other proceeding to recover from any such loss or damage shall be maintained against DUNBAR unless CUSTOMER complies with all of the terms and conditions of this Contract, and unless such proceeding is commenced within twelve (12) months of the day of receipt by DUNBAR of the funds, securities, instruments and/or valuable articles with respect to which such suit, action or proceeding shall be brought. If it is determined that any of the provisions of this paragraph are invalid, then the notice requirements and the time for suit stated herein shall be the shortest limit of time allowable under applicable law. This Contract and all claims hereunder will be governed by the laws of the State of Maryland, and all claims, suits, or proceedings brought against DUNBAR to recover for loss or damage must be brought in a court within the jurisdiction of the State of Maryland.
7. It is expressly agreed by the CUSTOMER that the provisions of this Contract dealing with the total aggregate value to be accepted by DUNBAR from the CUSTOMER for delivery to the Depository, or from the Depository for delivery to the CUSTOMER, may not be waived or amended by any employee or agent of DUNBAR, except with the written consent of a corporate officer of DUNBAR. DUNBAR will not be liable for loss or damage to property or money consigned to it in excess of the maximum liability which DUNBAR agrees to accept for consignment under this Contract as stated in the Schedule of Service and Service Rates, unless this Contract has an Excess Liability clause. CUSTOMER understands that additional liability coverage is available and can be adjusted by Endorsement to this Contract. Changes in liability may result in adjustment of fees.
8. It is understood and agreed that DUNBAR shall not be responsible for any loss or damage caused by hostile or warlike action or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action or governmental seizure" is understood by CUSTOMER and DUNBAR to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.
9. DUNBAR shall not be liable for nonperformance or delays not caused by its fault or neglect, or for nonperformance or delays caused by strikes, riots, insurrection, acts of God or the public enemy, or means beyond its control.
10. In the event CUSTOMER issues a purchase order or other similar document in connection with the service to be provided in accordance with the Contract, it shall be for CUSTOMER'S internal purposes only and, therefore, even if it is acknowledged by DUNBAR, the terms and conditions of such document will have no effect on this Contract and the terms and conditions of this Contract shall nevertheless be controlling.
11. DUNBAR makes no warranties, express or implied, and expressly disclaims any and all warranties, except as stated herein.
12. 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 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 The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one 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.
13. DUNBAR shall have the right to increase the charges provided for herein at any time after the expiration of one (1) year from the effective date of this Contract upon giving CUSTOMER written notice thirty (30) days in advance of such increase. Notwithstanding the foregoing, the rates for service may be increased in interim periods before the expiration of one (1) year from the effective date of this Contract and with reasonable written notice to CUSTOMER if there is a change in economic conditions arising out of any energy (fuel) or insurance crisis which causes an appreciable increase in DUNBAR'S cost of performing services under this Contract.
14. The provisions of this Agreement shall be binding upon the respective successors and assigns of the parties hereto, including any successor by way of any merger, consolidation, reorganization or other transaction involving any party hereto and/or its affiliates.
15. DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR'S standard fees for such supplies.
16. CUSTOMER agrees that CUSTOMER has NO right to offset amounts owed to DUNBAR.
17. CUSTOMER understands and agrees that DUNBAR is entering this Contract to provide services outlined herein subject to the terms and conditions stated above. DUNBAR accepts the duties and responsibilities of this Contract only with the acceptance of and compliance with the terms and conditions stated above. Any claims made by CUSTOMER must be subject to these conditions, whether filed under contract, tort, warranty, strict liability, bailment, conversion, or any other theory of liability.

Any changes to the above Terms and Conditions are subject to approval of DUNBAR'S executive management at its Headquarters.

DUN162REV.09/12

DUNBAR ARMORED, INC. SERVICE CONTRACT #48000883

Schedule of Service (continued)281400

Service Location(s):

#	Location
4	WC TAX ASSESSOR 904 MAIN STREET GEORGETOWN, TX 78626

Services	Service Days <i>(See Legend)</i>												
	Su	M	Tu	W	Th	F	Sa	Maximum Shipments	Depository(ies)	Schedule of Rates			
Deposit Pickup		WK	WK	WK	WK	WK		Cash	\$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$384.78 \$54.00 \$0.28 \$1.00 \$2.50	
Change Order Delivery		OC	OC	OC	OC	OC		Change Order	\$5,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Included in Monthly Rate	\$0.00	

Service Location(s):

#	Location
5	WILLIAMSON COUNTY ANNEX 350 DISCOVERY BLVD CEDAR PARK, TX 78613

Services	Service Days <i>(See Legend)</i>							Maximum Shipments	Depository(ies)	Schedule of Rates		
	Su	M	Tu	W	Th	F	Sa					
Deposit Pickup		WK	WK	WK	WK	WK		Cash	\$50,000	Wc Health District Vault 312 Main St Georgetown, Tx 78626 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$384.78 \$75.00 \$0.28 \$1.00 \$2.50
Change Order Delivery		OC	OC	OC	OC	OC		Change Order	\$5,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Included in Monthly Rate	\$0.00

Service Location(s):

#	Location
6	WILLIAMSON COUNTY ANNEX 412 VANCE STREET TAYLOR, TX 76574

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates		
	Su	M	Tu	W	Th	F	Sa					
Deposit Pickup		WK	WK	WK	WK	WK		Cash	\$50,000	Wc Health District Vault 312 Main St Georgetown, Tx 78626 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$384.78 \$54.00 \$0.28 \$1.00 \$2.50
Change Order Delivery		OC	OC	OC	OC	OC		Change Order	\$5,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Included in Monthly Rate	\$0.00



Pricing Information Sheet

- Dunbar's liability in the event of loss or damage to checks shall be limited to all reasonable costs incurred by the Customer in reconstructing and obtaining replacement checks. Dunbar shall reimburse Customer for all labor expense, postage, telephone calls, stop payment fees, and any other reasonable costs directly related to reconstruction and obtaining replacement checks. Dunbar's liability shall not exceed the amount of twenty-five thousand dollars (\$25,000), including an amount not to exceed five thousand dollars (\$5,000) for checks that cannot be reconstructed.
- Deposits will be delivered to Wells Fargo, Austin, the next business day.
- Dunbar's pricing does not include supplying tamper evident bank bags. Security bags are available for purchase from Dunbar Security Products at 800-766-9145.
- Due to the nature of our business armored car routes are subject to change for a variety of reasons including but not limited to traffic and weather conditions as well as road and security issues.
- Dunbar's pricing assumes that our personnel can be armed at all times in the performance of their duties.

DUNBAR ARMORED, INC. SERVICE CONTRACT #48000883

Schedule of Service (continued)281400

Service Location(s):

#	Location	#	Location
7	WILLIAMSON COUNTY ANNEX 301 SE INNER LOOP GEORGETOWN, TX 78626	11	WILLIAMSON COUNTY ANNEX 1801 E OLD SETTLERS BLVD. ROUND ROCK, TX 78664

Services	Service Days <i>(See Legend)</i>													
	Su	M	Tu	W	Th	F	Sa	Maximum Shipments		Depository(ies)		Schedule of Rates		
Deposit Pickup		WK	WK	WK	WK	WK		Cash Per Location	\$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721		Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises		\$384.78 \$75.00 \$0.28 \$1.00 \$2.50
Change Order Delivery		OC	OC	OC	OC	OC		Change Order Per Location	\$5,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721		Included in Monthly Rate		\$0.00

Service Location(s):

#	Location
8	WILLIAMSON COUNTY COURTHOUSE 710 MAIN STREET GEORGETOWN, TX 78626

Services	Service Days <i>(See Legend)</i>													
	Su	M	Tu	W	Th	F	Sa	Maximum Shipments		Depository(ies)		Schedule of Rates		
Deposit Pickup		WK	WK	WK	WK	WK		Cash	\$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721		Per Month Per Location		\$384.78
												Per Holiday Trip		\$54.00
												Per \$1000 Over Stated Max Amt		\$0.28
												Per Item Over 6 Items Per Trip		\$1.00
													Per Minute Over 6 On Premises	
Change Order Delivery		OC	OC	OC	OC	OC		Change Order	\$5,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626		Included in Monthly Rate		\$0.00
										Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721				

Service Location(s):

#	Location
9	HEALTH DEPARTMENT RR 211 COMMERCE COVE ROUND ROCK, TX 78664

Services	Service Days <i>(See Legend)</i>												
	Su	M	Tu	W	Th	F	Sa	Maximum Shipments		Depository(ies)	Schedule of Rates		
Deposit Pickup		WK		WK		WK		Cash	\$50,000	Wc Health District Vault 312 Main St Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$254.93 \$54.00 \$0.28 \$1.00 \$2.50	

The Most Trusted Name In Security

Dunbar

Customer's Initials

EXHIBIT A
Exceptions and Clarifications
Dunbar Armored, Inc. – Williamson County, Texas

Page 11, 3.3.8 Termination:

"a) Termination for Cause: Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements."

Page 11, 3.2.9 Non-Performance:

"It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent."

Dunbar Armored requests that notification regarding substandard performance be escalated to senior management for review and resolution. We ask that a minimum notice of 30 days be provided for Dunbar Armored to investigate and resolve any service issues.

If the County is ever dissatisfied with the services provided by Dunbar Armored the County has the right with 30 day notice to cancel this agreement. Any subsequent arrangements for armored car service would be the sole responsibility and liability of the County. Dunbar Armored will not be responsible for any costs incurred by the County.

The County will not be charged for any service that Dunbar Armored fails to provide. The County does not have the right to deduct amounts from any amounts that are due to Dunbar Armored.

Page 12, 3.2.15 Waiver of Subrogation:

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

Dunbar Armored would request that each party under this contract accept responsibility for their own actions under the terms of this agreement. We would prefer to not waive our right to subrogation and are willing to discuss this requirement.

Page 15, 3.2.34 Payment:

DUNBAR ARMORED, INC. SERVICE CONTRACT #48000883

Schedule of Service (continued)281400

Service Location(s):

#	Location
10	WC HEALTH DISTRICT 312 MAIN ST GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates			
	Su	M	Tu	W	Th	F	Sa						
Deposit Pickup		WK		WK		WK		Cash \$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$254.93 \$75.00 \$0.28 \$1.00 \$2.50		

Service Location(s):

#	Location
12	WC JUVENILE FACILITY 1821 SE INNER LOOP GEORGETOWN, TX 78626

#	Location
13	WC MAINTENANCE FACILITY 3151 SE INNER LOOP GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates			
	Su	M	Tu	W	Th	F	Sa						
Deposit Pickup			WK			WK		Cash Per Location \$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$186.03 \$54.00 \$0.28 \$1.00 \$2.50		

Service Location(s):

#	Location
14	WC REGIONAL ANIMAL SHELTER 1855 SE INNER LOOP GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates			
	Su	M	Tu	W	Th	F	Sa						
Deposit Pickup			WK			WK		Cash \$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$186.03 \$75.00 \$0.28 \$1.00 \$2.50		

Service Location(s):

#	Location
16	SOUTHWEST REGIONAL PARK 219 PERRY MAYFIELD LEANDER, TX 78641

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates			
	Su	M	Tu	W	Th	F	Sa						
Deposit Pickup			WK			WK		Cash \$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$429.30 \$54.00 \$0.28 \$1.00 \$2.50		

Dunbar The Most Trusted Name In Security


Customer's Initials

EXHIBIT A
Exceptions and Clarifications
Dunbar Armored, Inc. – Williamson County, Texas

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

Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- County contract, Purchase Order, and/or delivery order number
- Identification of items or service as outlined in the Contract
- Quantity or quantities, applicable unit prices, total prices, and total amount
- Any additional payment information which may be called for by the Contract"

Please note that Dunbar Armored invoices will not include the following: Identification of items or service as outlined in the Contract.

Page 23, Insurance Requirements:

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

Successful Respondent will be required to submit Certificates of Insurance within ten (10) calendar days after receipt of written notification of award of contract and prior to beginning work on the project.

Updated Certificates of Insurance will be requested before the execution of any contract renewals.

All certificates of insurance coverage as specified below must be provided to the following individual prior to beginning work:

Williamson County Purchasing Department 901 S Austin Ave.
Georgetown, Texas 78626

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

The following coverage limits shall be required at a minimum:

Worker's Compensation In Accordance with Texas Law Commercial General Liability Insurance
Combined Single Limit \$1,000,000 Per Occurrence

DUNBAR ARMORED, INC. SERVICE CONTRACT #48000883

Schedule of Service (continued)281400

Service Location(s):

#	Location
17	CENTRAL TEXAS TREATMENT CENTER 601 N ALLIGATOR ST, GRANGER, TX 76530

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup				WK				Cash \$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$229.49 \$75.00 \$0.28 \$1.00 \$2.50

Service Location(s):

#	Location
22	WILLIAMSON COUNTY EXPO CENTER 210 CALOS G PARKER BLVD NW TAYLOR, TX 76574

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup			WK			WK		Cash \$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$186.03 \$75.00 \$0.28 \$1.00 \$2.50

DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR's standard fees for such supplies.

Excess declared amounts will be transported at the rate stated above per thousand. It is understood and agreed that CUSTOMER will notify DUNBAR prior to said amounts being shipped. This notification may take place at the point when the DUNBAR guard signs for said shipment and its "said to contain" value. DUNBAR's liability for excess cash and checks shall remain consistent with the terms and conditions as set forth in the Contract. Excess cash will be fully insured; checks will be subject to reconstruction.

Holidays: On Call

Excluding: New Year's, Easter, Thanksgiving, Christmas

Texas License #B06573 Issued By:

Texas Board of Private Investigators and Private Security Agencies
313 East Anderson Lane, Suite 200, Austin, TX 78752 / (512) 463-5545

The Most Trusted Name In Security

Dunbar
Customer's Initials

EXHIBIT A
Exceptions and Clarifications
Dunbar Armored, Inc. – Williamson County, Texas

Comprehensive Automobile Liability \$1,000,000 Per Occurrence

Employers Liability \$1,000,000/\$500,000/\$100,000

Excess Liability Umbrella \$4,000,000 Per Occurrence Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. Williamson County shall be named as an additional insured under any policy of insurance required hereunder.

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse.

ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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

Dunbar requests that the below language be removed as this does not reflect Dunbar's deductible amount:

~~The deductible for an insurance policy required hereunder shall not exceed \$100,000~~

Dunbar requests that the following language be adjusted:

Williamson County Language: ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

Dunbar's feedback: Dunbar will provide the County with at least a 10 days' notice, however our carrier will not hold any decisions on the basis of a customer needing advanced notice. The carrier will give our customer notice if there are any material changes.

3.0 RESPONSE FORMAT AND SUBMISSION

3.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

- 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; and
- Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification.

Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal.

All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

3.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

1. Transmittal Letter
2. Table of Contents
3. Executive Summary
4. Proposal Response to Criteria (see Specifications & Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
5. Price Sheet
6. References: Identification of three (3) references within the last 4 years for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity
7. Conflict of Interest Questionnaire
8. Proposal Affidavit and Addenda Acknowledgement
9. Signature Page
10. Attach your entities Sample Contract



6.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

6.2.6 Assignment, Successors and Assigns

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

6.2.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

6.2.8 Termination

- A. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- B. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) calendar day's written notice to Successful 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 Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

6.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to Williamson County's satisfaction.

3.3 Transmittal Letter

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

- a) Name and address of individual or business entity submitting the Proposal
- b) Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.)
- c) Place of incorporation or organization, if applicable
- d) Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP
- e) Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP
- f) The Respondent's Federal Employer Identification Number
- g) A commitment by the Respondent to provide the services required by Williamson County
- h) A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.)

If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact.

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

3.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal.

The Executive Summary should not include any information concerning the cost of the Proposal.

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

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.



In the event of such non-performance, Williamson County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein.

In the event the Successful Respondent refuses to reimburse Williamson County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

6.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.

Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code 552.001, et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

3.5 Conflict of Interest

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

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

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP.

Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed.

Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement in accordance with this RFP.

Conflict of Interest Statement must be submitted with Proposal. Proposal will not be deemed complete without this form.

3.6 Certificate of Interested Parties

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed; OR
2. has a value of at least \$1,000,000.

Note: the majority of contracts with Williamson County require approval by the Commissioners Court; this form will most likely be required to be supplied.



6.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

6.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

6.2.14 Indemnification

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, WITHIN 30 DAYS; PROVIDE WILLIAMSON COUNTY WITH NOTIFICATION. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS OCCURRING DURING THE COURSE OF THIS AGREEMENT.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN THE EVENT THE ACTS OR OMISSIONS OF RESPONDENT ARE NOT AT ISSUE, WILLIAMSON COUNTY AGREES TO REIMBURSE RESPONDENT FOR ALL REASONABLE COSTS INCURRED IN DEFENDING SUCH CLAIM THAT HAVE BEEN INCURRED PRIOR TO THAT DETERMINATION. THIS OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT APPLY TO ANY CLAIM CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295;
2. print a copy of the form which will contain a unique certification number;
3. an authorized agent of the Respondent must sign the printed copy of the form;
4. have the form notarized; and
5. the completed Form 1295 and Certification of Filing must be filed (emailing a scanned form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must notify the Commission, using the commission's filing application, of the receipt of the filed Form 1295 and Certification of Filing not later than the 30th day after the date the contract binds all parties to the contract.

The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

3.7 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.

3.8 Delivery of Proposals

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

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

**Williamson County Purchasing Department
Attn: PROPOSAL NAME AND NUMBER
901 S. Austin Ave
Georgetown, TX 78626**

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent. Williamson County will not accept any responsibility for Proposals being delivered by third party carriers. If submitting hard copy, Respondent should submit **one (1) original, two (2) paper copies, and one (1) USB** copy of the Proposal.

Proposals will be opened publicly in a manner to avoid public disclosure of content; however, names of Respondents will be read aloud. Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note **"Sealed Bid Enclosed"**.



SUCCESSFUL RESPONDENT'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL RESPONDENT AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED SUCCESSFUL RESPONDENT TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL RESPONDENT OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL RESPONDENT UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

6.2.15 Waiver of Subrogation

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

6.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of Williamson County in the results of the work only. Williamson County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work.

Williamson County and the Successful Respondent hereby agree and declare that the Successful Respondent is an Independent Contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of Williamson County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers' compensation coverage or any other type of insurance coverage held by Williamson County.

6.2.17 Sole Provider

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

6.2.18 Force Majeure

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

6.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and

5.0 INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully; follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP. Be sure your Proposal package is complete.

5.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda.

If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with "1".

5.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

5.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

5.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the Officer(s) authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firms shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the Officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor (individual), each Sole Proprietor shall sign.

If signature is by an Agent, other than the Sole Proprietor or an Officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

5.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked "copy" of same prior to contract award.



the rights and obligation of the parties shall be construed and enforced in accordance therewith.

The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

6.2.20 Equal Opportunity

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

6.2.21 Notice

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

Williamson County Purchasing Department
Max Bricka, Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Respondent: Address set out in Respondent's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third calendar day following mailing, whichever occurs first.

6.2.22 Sales and Use Tax Exemption

Williamson County is a corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

6.2.23 Compliance with Laws

Williamson County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

6.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein be incorporated by reference as if set forth verbatim herein.

5.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP.

Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly.

Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

5.7 Proposal Obligation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

5.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

5.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results.

Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.

Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

5.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.



6.2.25 No Waiver of Immunities

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

6.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

6.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

6.2.28 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

6.2.29 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

6.2.30 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep Williamson County informed of the progress and quality of the services and/or goods to be provided.

Successful Respondent agrees and acknowledges that Williamson County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures.

5.11 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. Respondent should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance; and
- 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.

5.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

5.13 Silence of Specifications

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5.14 References

Williamson County requires Respondent to supply a list of at least three (3) references within the last 4 years where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five years.

6.0 DEFINITIONS, TERMS AND CONDITIONS

6.1 Definitions

- A. ADDENDA – Any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- B. AGREEMENT – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- C. CONTRACT – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- D. PROPOSAL DOCUMENTS – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.



Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by Williamson County nor shall the Successful Respondent be released from any liability by reason of such approval by Williamson County, it being understood that Williamson County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

6.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

6.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

6.2.33 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

6.2.34 Payment

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

- E. **PROPOSAL** – A complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposal.
- F. **RESPONDENT** – A person or entity who submits a Proposal in response to this RFP.
- G. **RFP** – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- H. **SUCCESSFUL RESPONDENT** – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

6.2 Terms and Conditions

6.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

6.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

6.2.3 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

6.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.



As a minimum, invoices shall include:

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

Payment inquiries should be directed to the following:

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

6.2.35 Contractual Formation and Ensuing Agreement

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

THE RESPONDENT'S PROPOSAL SHOULD INCLUDE A SAMPLE CONTRACT, ANY OR ALL ADDITIONAL AGREEMENTS OR TERMS AND CONDITIONS AT THE TIME THE RESPONDENT'S PROPOSAL IS SUBMITTED USING SEPARATE ATTACHED DOCUMENTS FOR THE COUNTY'S REVIEW AND CONSIDERATION.

6.2.36 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities.

Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

6.2.37 Confidentiality

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.