



**26RFP82 – EXTERIOR WINDOW
CLEANING SERVICES FOR
WILLIAMSON COUNTY**

**Due: Thursday, October 29, 2026
at 10:00 AM**

**Non-Mandatory Pre-Bid Conference: Thursday,
October 15, 2026, at 9:00 a.m.**

Purchasing Department
1848 Texas Trail
Georgetown, TX 78626

512-943-3553

Wilcotx.gov



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PURPOSE

Williamson County, Texas, herein “the County”, seeks to establish contracts to provide Exterior window cleaning Services for Williamson County’s owned premises. The County seeks to award to multiple contractors, principal provider, and back-up provider(s), on an “as needed” basis for Exterior window cleaning services. The County intends to use the established contracts, while reserving the right to obtain service from other sources, if applicable, or perform the service in-house. The terms “Successful Respondent”, “Contractor”, and “Vendor” have the same meaning and shall be used interchangeably.

The intent of this proposal is to enable the County to acquire qualified and experienced respondents to submit a written proposal addressing Exterior window cleaning services pricing, qualifications, capacity to service the County’s facilities, availability, approach, experience, and additional factors that will be used to ensure successful accomplishment of the requirements set forth herein. The County will review, compare, and evaluate response based on the criteria and weights identified in this RFP.

The successful Offeror (Contractor) must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP. It is the responsibility of each Respondent to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Upon award, a Master Service Agreement, Attachment P, will be required for signature. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

DEFINITIONS

Addendum/Addenda - means any written or graphic instruments issued by the County, prior to the consideration of Proposals, which modify or interpret the Solicitation Documents by additions, deletions, clarifications, or corrections.

Buyer - means the designated Williamson County Purchasing contact.

Contract - means the Solicitation Documents and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court"). In the event of a conflict between the terms and conditions contained in this RFP and the Proposal, an Ensuing Agreement may be required.

Commissioners Court - means the Williamson County Commissioners Court.

County - means Williamson County, a political subdivision of the State of Texas.

Ensuing Agreement(s) - means the Successful Respondent may be required by the County to sign an additional agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Solicitation Documents - means the RFP, including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.



Proposal - means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent. Submission of any Proposal indicates a Respondent's acceptance of the terms and conditions contain in this RFP, unless clearly and specifically noted otherwise in the Proposal. In the event of a conflict between the terms and conditions contained in this RFP and the Proposal, an Ensuing Agreement may be required.

Public Announcement – The newspaper advertisement and the County's digital procurement platform posting of the solicitation.

Respondent - means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) - means this document, together with the attachments thereto.

Successful Respondent - means the responsible Respondent who, in the County's sole opinion, submits a Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

BACKGROUND

Williamson County premises included in this Solicitation are identified in Attachment N-Williamson County Building List.

The solicitation covers a wide range of Exterior Window Cleaning sites across Williamson County facilities. When a need for specific Exterior window cleaning services is identified, a request for a quote will be issued. The fee and scope of work will then be negotiated and authorized through a Purchase Order or Services Contract.

Williamson County Facilities Management Department supports various Departments throughout Williamson County. These departments include, but are not limited to: Correctional Departments, Criminal Justice, Emergency Response, Law Enforcement, Probation Departments, and County Parks.

Park sites include a wide range of facilities, ranging from restrooms, showers, staff residences, camp sites, splash pad, visitor centers, show barn, etc.

SCOPE OF WORK/SPECIFICATIONS

Williamson County is seeking responses for services as outlined in the Scope of Work, Attachment B.

SILENCE OF SPECIFICATIONS

The apparent silence of 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 and that only



material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made based on this statement.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the Solicitation Documents, the Respondent shall immediately notify the Buyer of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the Buyer, prior to the date and time fixed for submission of responses, of an error or ambiguity in the Solicitation Documents known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity.

The County may also modify the Solicitation Documents, no later than seventy-two (72) hours prior to the date and time fixed for submission of responses, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

BUDGET

Funds have been allocated and approved by the Commissioner's Court or County Judge or County Auditor.

Budget for this solicitation is to be determined.

CONTRACT TERM AND RENEWALS

The term of the resulting Contract shall be a for an initial term beginning on the Date of Award, and shall expire on September 30, 2028, plus four (4) additional one-year (1) renewals.

If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to renew the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. Any renewal will be in twelve (12) month increments with the terms and conditions remaining the same. The renewal of the Contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to appropriate sufficient funds in any year, the Successful Respondent may elect to terminate the Contract, with no additional liability to the County. The County and the Successful Respondent agree that termination shall be the Successful Respondent's sole remedy under this circumstance.

EVALUATION CRITERIA AND AWARD PROCESS

EVALUATION AND AWARD



The County reserves the right to use all pertinent information (also learned from sources other than what is disclosed in the solicitation process) that might affect the County's judgment as to the appropriateness of an award to the lowest and best evaluated Proposal. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's response, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

The County reserves the right to reject any or all Proposals, or delete any portion of the Proposal, or to accept any Proposal deemed most advantageous, or to waive any irregularities or informalities in the Proposals received that best serves the interest and at the sole discretion of the County.

EX PARTE COMMUNICATION

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

The issuance of a written Addendum is the only official method by which interpretation, clarification, or additional information will be given by the County. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

CLARIFICATION

Respondents shall submit questions or requests for clarification through the solicitation portal: <https://wilco.bonfirehub.com/> provided by EUNA Solutions. All responses to said question or requests shall be posted in the portal.

RESPONSIBILITY AND RESPONSIVENESS

The County intends to award a Contract to the Respondent whose response will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

1. Price.
2. The Respondent's experience and reputation.
3. Quality of the Respondent's goods and/or services.
4. The Respondent's safety record.
5. The Respondent's proposed personnel.



6. The Respondent's financial capabilities; and
7. Any other relevant factors specifically listed in this solicitation or authorized by law.

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

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

Additionally, the County has the sole discretion and reserves the right to cancel this RFP, to reject any and all Proposals, and/or to readvertise with either identical or revised specifications if it is deemed to be in the County's best interest. The County reserves the right to accept or reject any or all of the items in the Proposal, and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

The County reserves the right to enter into a Contract, Ensuing Agreement, or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the County.

EVALUATION COMMITTEE AND SELECTION PROCESS

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

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly based on the initial Proposals without any further or additional discussion with the Respondents. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of Contract.

The recommended finalist shall be determined by the Respondent receiving the most points in relation to the Evaluation Criteria outlined herein. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal. Respondent Interviews may be conducted in person or remotely at the County's sole discretion.

The County also reserves the right to communicate with select Respondents at any time to gather additional information.

FINALIST INTERVIEWS



The Evaluation Committee will review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the weighted criteria. A consensus score will be assigned to each response.

At the Evaluation Committee's discretion, Respondents may be required to make an oral presentation to the Evaluation Committee to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their qualifications and ensure a mutual understanding of the goods or services to be provided and the approach to be used. However, finalist interviews are included at the sole discretion of the Evaluation Committee and are not a guaranteed part of the selection process.

COSTS INCURRED

Costs incurred in the submission of a Proposal, making necessary studies or designs for the preparation thereof, or attending an interview are the sole responsibility of the Respondent. Furthermore, no reimbursable cost may be incurred in the anticipation of award.



WEIGHTED EVALUATION FACTORS The following weighted evaluation factors will be used to determine how well a Respondent meets the desired performance.

Criteria	Points
Proposal Requirements and Completeness of Proposal - Attachment J- Form CIQ-Conflict of Interest Questionnaire - Attachment K-Proposal Affidavit (Signature) - Attachment C - Section N - Bid Bond	Pass or Fail
Relevant Experiences and Qualifications - Attachment C – Sections A-M-Transmittal Letter - Attachment E-Executive Summary - Attachment H-Similar Contracts	35
References, Experiences, Reputation, and Compliance - Attachment G-Proposal References - Attachment I-Cancelled or Terminated Contracts	15
Price Attachment F-Pricing Sheet	30
Proposed Methodology Attachment M-Proposed Methodology	20
Total	100



ADDITIONAL EVALUATION INFORMATION

The evaluation process may reveal additional information for consideration. The County reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations.

CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Proposals from a Respondent whose principal place of business is in Williamson County and whose Proposal is within three (3) percent of the lowest bid price received by the County from a Respondent who is not a resident of Williamson County, the County may enter into a contract with: (1) The lowest bidder; or (2) the Respondent whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Respondent offers the County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

ANNOUNCEMENT

Award announcement will be made upon Commissioners Court approval of staff recommendation and executed agreement (if applicable). Award announcement will appear on the County's website at Williamson County bonfirehub.com provided by EUNA Solutions.

REJECTION OR ACCEPTANCE

The County reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the County.

Any additional terms and conditions attached to the Proposal will not be considered unless Respondent specifically and clearly references them on the front of the Proposal response document. WARNING: Exceptions to or additional terms and conditions may result in disqualification of the response.

CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the Solicitation Documents 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 the specifications, terms, and conditions of this RFP and the Solicitation Documents. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked Respondent's Best and Final Offer (BAFO).

CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The Solicitation Documents and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful



Respondent may be required by the County to sign an additional Ensuing Agreement containing terms necessary to ensure compliance with the Solicitation Documents and Respondent's Proposal.

DUE DATE, SUBMISSION AND DELIVERY

SUBMITTAL DUE DATE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and listed in this RFP package. The contents of each Proposal shall be submitted in accordance with this RFP.

The Submittal Due Date for responses to this solicitation is:

Thursday, October 29th, 2026, at 10:00 AM CST

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud. No pricing will be announced at the opening.

SUBMISSION AND DELIVERY OF RESPONSES

It is preferred that Proposals be submitted electronically through the County's digital procurement platform; however, Respondents may submit a hard copy. Please be aware that submitting Proposals electronically is a convenience to the Respondent. Williamson County takes no responsibility for any third-party system interruption such as US Mail, FedEx or UPS, potentially causing late delivery of Respondent's submittal. Additionally, Respondents are encouraged to submit well in advance of the deadline to protect against any system disruptions.

Refer to <https://wilco.bonfirehub.com/> provided by EUNA Solutions for further information on how to submit electronically.

If mailed or delivered in person, Proposals are to be delivered in a sealed envelope on or before the submittal deadline, as noted in this solicitation, to:

**Williamson County Purchasing Department
Attn: Exterior Window Cleaning Services for Williamson County Facilities – 26RFP82
1848 Texas Trail
Georgetown, Texas 78626**

Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed" along with the solicitation name and number clearly marked. Williamson County will not accept any Proposals after the submittal deadline and shall return such Proposals unopened to the Respondent. Responses received after this time and date shall not be considered.

OWNERSHIP OF PROPOSAL



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

WITHDRAWAL OF SOLICITATION

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of the Respondent or other authorized individual, to the Williamson County Purchasing Department any time prior to the Submittal Due Date.

The Respondent may submit a new Proposal prior to the Submittal Due Date. Alterations of the Proposal in any manner will not be considered if submitted after the Submittal Due Date. Withdrawal of a Proposal after the Submittal Due Date will be subject to written approval of the Williamson County Purchasing Agent.

RESPONSIBILITY

It is expected that Respondent shall provide demonstrated ability to perform the scope of work as described. A Respondent shall meet the following requirements that include, but are not limited to:

1. Adequate financial resources, or the ability to obtain such resources as required.
2. Compliance with the required or proposed delivery schedule.
3. Satisfactory record of performance that can be determined through references provided; and
4. Qualifications and eligibility to receive an award.

The County may request other information sufficient to determine the Respondent's ability to meet the minimum standards listed above.

VALIDITY

The Proposal shall be valid for one hundred and eighty (180) calendar days from the Submittal Due Date. Any Proposal containing a term of less than one hundred and eighty (180) calendar days for acceptance may, at the County's sole discretion, be rejected as non-responsive or extended by mutual agreement.

SUBMITTAL DUE DATE EXTENSIONS

Williamson County Commissioners Court has the discretion to extend a Submittal Due Date to best serve the interest of the County. Approval of this RFP by the Commissioners Court delegates the authority to issue an extension to the Purchasing Agent and the Purchasing Agent's assistants. Extensions are issued to enhance competition and provide a fair and favorable environment for Respondents to submit a Proposal. With this goal in mind, if a situation warrants an extension, it shall be granted. The acceptable reasons for an extension are outlined herein. Documentation shall be kept on file noting the reason for the extension. Documentation must contain the approval of the Purchasing Agent or Deputy Purchasing Agent. All submitted Proposals, including those received prior to an extension being made, shall all be opened at the same time.

DUE DATE EXTENSION NOTICE REQUIREMENT



A notice of a proposed Submittal Due Date must be published at least once a week for two consecutive weeks in a newspaper of general circulation in the County, with the first day of publication occurring at least 14 days before the date of the bid opening. Extension information will also be published on the County's digital procurement platform.

REASONS FOR EXTENSION

Williamson County may consider an extension which can include, but is not limited to, the following reasons:

1. Change or clarifications in specifications, such as substantive change in specification provided by Williamson County End User;
2. Administrative issues, such as change in process, staffing, or other administrative issues necessitating an extension; or
3. Emergency/natural disaster may prevent regional suppliers from submitting a response and prevent County staff from being able to participate in the solicitation administration.

INSTRUCTIONS AND RESPONSE REQUIREMENTS

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

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

Vague and general Proposals may be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

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

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary



- D. Evaluation Selection Criteria (Please see the sections in this RFP package that list the Specifications and Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Similar Contracts
- H. Cancelled and Terminated Contracts
- I. Conflict of Interest Questionnaire
- J. Proposal Affidavit (Signature Page)
- K. Attach your entity's sample contract, if applicable, for the County's review and consideration. The County is not required to use the sample contract submitted

TRANSMITTAL LETTER

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal.

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

- A. Legal Name and address of the 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, physical address, email address, business, and the Respondent's principal contact person regarding all contractual matters relating to this RFP
- F. The Respondent's Federal Employer Identification Number
- G. A commitment by the Respondent to provide the services required by the County

AUTHORIZATION OF RESPONDENT

Respondent shall be an individual who is authorized to bind the Proposal contractually: (1) If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided; (2) If the Respondent is a General Partner, the name of the partners shall be provided; (3) If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided; (4) If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall be provided; (5) If response is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General



Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing all of the requirements set forth in this RFP. The Executive Summary should not include any information concerning the cost of the Proposal but instead must present a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.
- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the goods and/or services described in this RFP. The Respondent must demonstrate extensive experience and understanding of the intent of this RFP. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the scope of work. References must contain the name of key personnel and telephone numbers for each contact.

ECONOMY OF PRESENTATION

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

CONFLICT OF INTEREST

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict of interest must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

Additional information may be obtained from the County's website at the following link:

[Conflict of Interest | Williamson County, TX](#)

The County will decide if an actual or perceived conflict of interest should result in Proposal disqualification.



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

Each Respondent must provide a Conflict-of-Interest questionnaire with their Proposal package. Proposal may be deemed incomplete without this form.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Texas law requires all parties who enter into any contract with the County, which must be approved by Commissioners Court, to disclose all interested parties. An “interested party” is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. **See the link below for more information about interested parties.**

[Certificate-of-Interested-Parties-Texas-Ethics-Commission-Form-1295-PDF](#)

Before an applicable Contract may be executed, the Respondent must file the Form 1295 with the Texas Ethics Commission (TEC) through the Commission’s website. The Respondent must then supply to the County a signed copy of the Form 1295 at the time the Respondent signs and/or submits a signed contract to the County.

A new filing must be completed for each awarded contract (new, amended, extended, or renewed) requiring Commissioners Court approval, including formal solicitations, solicitation exemptions, co-op purchases, and Purchase Orders that must be approved by Commissioners Court.

Information regarding how to use the filing application is available on the TEC website at the following link:

[1295 Filing Info](#)

ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter any business arrangement with any employee, official or agent of the County.

More information can be obtained at the following link:

[Code of Ethics | Williamson County, TX \(wilcotx.gov\)](#)

REFERENCES, SIMILAR CONTRACTS, TERMINATED AND/OR CANCELLED CONTRACTS

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past four (4) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers, and dates of performance.

If applicable, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address, and phone number of a reference person with that institution.



The County may contact some or all of the references in order to determine the Respondent's performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the Proposal and to use the information gained from them in the evaluation process.

References, similar contracts, terminated and/or cancelled contracts should be provided in accordance with this RFP utilizing the forms provided. Proposals may not be deemed complete without the inclusion of requested references.

LEGAL LIABILITY INFORMATION

The Respondent shall disclose all legal liability information by listing any pending litigation, civil or criminal, or anticipated litigation that your entity is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. Furthermore, the Respondent certifies to the best of its knowledge and belief that within the last five (5) years Respondent or Respondent Related Entities have not: (a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; (b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; (c) had any business license or professional license suspended or revoked; (d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and (e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Respondent cannot certify to the above, then it must submit along with its Proposal a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a Contract may be entered into with the Respondent. The Respondent's obligation pursuant to this certification is ongoing from the effective date of the Contract through the termination date thereof. Accordingly, the Respondent shall have an obligation to immediately notify the Buyer in writing if, at any time during the term of the Contract, Respondent becomes aware of any event which would cause the Respondent's certification or explanation to change. Respondent acknowledges that the Commissioner's Court may, in its sole discretion, terminate the Contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Contract. The County reserves the right to consider legal liability information in the recommendation of any proposed Contract to the Commissioners Court.

TERMS AND CONDITIONS

ACKNOWLEDGEMENT

By submitting a Proposal to this RFP, the Respondent acknowledges the specifications and requirements herein. The terms and conditions of the Solicitation Documents shall govern unless specifically addressed in an Ensuing



Agreement. It is the sole responsibility of Respondents to stay apprised of changes or Addendums of the solicitation.

AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of a Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will influence air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, delegate, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without the written permission of the County.

AUTHORIZED EXPENSES

In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this RFP, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this RFP by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf](#) ([wilcotx.gov](#)). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the Respondent's invoice and clearly set forth the actual cost of the expenses, without markup.

BINDING EFFECT

This RFP, Contract, and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

BONDS

If this RFP requires submission of performance and payment bonds, there will be either a separate page or an Ensuing Agreement explaining those requirements. If this RFP includes a separate page outlining the requirements of performance or payment bonds, Proposals submitted without accounting for the required bonds are not acceptable.

COMPLIANCE WITH LAWS

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

CONFIDENTIALITY



All data and information gathered by the Respondent and its agents or provided by the County, including this RFP and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

Proposals will only be publicly received and acknowledged only to avoid disclosure of the contents to competing Respondents and kept secret during negotiations. However, all Proposals shall be open for public inspection after the Contract is awarded. If a Respondent is of the opinion that information within its Proposal constitutes proprietary information, please refer to the section of this RFP entitled "Proprietary Information and the Texas Public Information Act."

Successful 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.

COOPERATIVE PURCHASING PROGRAM

During the term of the Contract and any Ensuing Agreement, resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Interlocal Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

CURRENT REVENUES

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

DAMAGE TO COUNTY PROPERTY

Successful Respondent shall be liable for all damage to County-owned, leased, or occupied property and equipment caused by Successful Respondent and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Successful Respondent shall notify County in writing of any such damage within one (1) calendar day.

DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01 *et seq.*, as amended, or the Federal Antitrust Laws, and has not communicated directly or



indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

DRUG-FREE WORKPLACE

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all subcontractors to ensure that the County maintains a drug-free workplace.

ENTIRE AGREEMENT

The Contract, and any Ensuing Agreement(s), shall supersede all prior agreements, written or oral between the Successful Respondent and the County and shall constitute the entire agreement and understanding between the parties with respect to the goods and/or services 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 and signed by the Successful Respondent and the County.

EQUAL OPPORTUNITY

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

FIRM PRICING

For unit price items, all the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Respondent must submit a firm price that must be good from the date of solicitation opening for the fixed period of time set out in this RFP. Unless the RFP expressly states otherwise, this period shall be until the end of the Initial Contract Period. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered.

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.

GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall provide all goods and/or perform all services, as well as those reasonably inferable and necessary for completion and provision of goods and/or services required hereunder. Successful Respondent shall keep the County informed of the progress and quality of the services. Successful Respondent agrees and acknowledges that the 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 the County in accordance with the County's requirements and procedures. Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in providing any goods and performing the services required hereunder.



HIPAA COMPLIANCE

If the RFP or Proposal involves any form of health information, the Respondent agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Service ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified as 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq. , as amended collectively referring to as "HIPAA", to the extent that the Respondent uses, discloses, or as access to protected health information as defined by HIPAA. Respondent may be required to enter into a Business Associate Agreement pursuant to HIPAA.

HUMAN TRAFFICKING

By acceptance of this RFP, Respondent acknowledges that County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

IMPLIED REQUIREMENTS

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

INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

The terms and conditions of the Ensuing Agreement; the RFP and its Addenda(if applicable); and the Respondent's Proposal.

All the Exhibits, Appendices and Attachments referred to herein in this RFP are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Exhibits, Appendices or Attachments of this RFP will be resolved at the sole discretion of the Commissioners Court.

INDEMNIFICATION TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS GOVERNING BODY, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FINES, PENALTIES, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT FEES, AND COURT COSTS, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERROR, OR OMISSIONS OF THE SUCCESSFUL RESPONDENT OR ANY OF ITS EMPLOYEES, SUBCONTRACTORS, SUPPLIES, INVITEES, OR AGENTS, OR BY THE WILLFUL MISCONDUCT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY THE SUCCESSFUL RESPONDENT OR ITS EMPLOYEES, SUBCONTRACTORS, SUPPLIES , INVITEES, OR AGENTS, ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OF THIS RFP, CONTRACT, OR ANY ENSUING AGREEMENT(S).



THE INDEMNIFICATION OBLIGATION EXPRESSLY INCLUDES CLAIMS FOR BODILY INJURY OR DEATH SUSTAINED BY ANY PERSON, INCLUDING EMPLOYEES OF THE SUCCESSFUL RESPONDENT OR ITS SUBCONTRACTORS; INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE THEREOF, WHETHER OWNED BY THE COUNTY, THE SUCCESSFUL RESPONDENT, OR ANY THIRD PARTY; VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS, RULES, ORDINANCES, OR REGULATIONS BY THE SUCCESSFUL RESPONDENT OR ITS SUBCONTRACTORS; AND CLAIMS OR LIENS FOR PAYMENT ASSERTED BY A SUBCONTRACTOR, SUPPLIER, OR LABORER OF THE SUCCESSFUL RESPONDENT.

THE SUCCESSFUL RESPONDENT SHALL, AT ITS SOLE COST AND EXPENSE, ASSUME THE DEFENSE OF ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS PROVISION, WITH COUNSEL REASONABLY ACCEPTABLE TO THE COUNTY. THE SUCCESSFUL RESPONDENT'S DUTY TO DEFEND APPLIES REGARDLESS OF WHETHER THE ALLEGATIONS ARE GROUNDLESS, FALSE, OR FRAUDULENT, BUT ONLY TO THE EXTENT SUCH ALLEGATIONS RELATE TO ACTS OR OMISSIONS OF THE SUCCESSFUL RESPONDENT, ITS EMPLOYEES, SUBCONTRACTS, OR AGENTS. THE COUNTY SHALL HAVE THE RIGHT, AT ITS OWN EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM.

THE OBLIGATIONS OF THE SUCCESSFUL RESPONDENT UNDER THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE CONTRACT OR ENSUING AGREEMENT(S) FOR THE LONGER OF FOUR YEARS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK OR THE APPLICABLE STATUTE OF LIMITATIONS FOR THE UNDERLYING CLAIM. THESE OBLIGATIONS ARE INDEPENDENT OF AND SHALL NOT BE LIMITED BY THE INSURANCE REQUIREMENTS OF THIS RFP, CONTRACT, OR ENSUING AGREEMENT(S).

INSURANCE REQUIREMENTS

At Contract execution, Successful Respondent shall furnish the County with properly executed certificates of insurance, which shall evidence all insurance required. Successful Respondent shall always maintain said insurance during the life of the Contract and/or any Ensuing Agreement at Successful Respondent's sole cost and expense.

All Certificates of Insurance coverage must be provided to the Risk Management Department and should include the solicitation's number and description or name of the project: coi.submission@wilcotx.gov

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.

A. COVERAGE LIMITS

Workers' Compensation in accordance with statutory benefits outlined in the Texas Workers' Compensation Act.

Employers' Liability insurance with limits of not less than \$500,000 per injury by accident, \$500,000 per injury by disease, and \$500,000 per bodily injury by disease.

Commercial General Liability Insurance with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

Damages to Rented Premises coverage in the minimum amount of \$100,000.

Medical Expenses coverage in the minimum amount of \$10,000.



Automobile Liability Insurance for all owned, non-owned, borrowed or rented vehicles with combined minimum for Bodily Injury and Property Damage limits of not less than \$1,000,000 per occurrence and \$1,000,000.00 in the aggregate.

Professional Liability with a limit of not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If coverage is written on a claims made basis, the retroactive data shall be prior to or concurrent with the date of the Contract and the certificate of insurance shall state that the coverage is claims made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the contract.

B. ADDITIONAL REQUIREMENTS

Additional Insureds; Waiver of Subrogation. “Williamson County” and its directors, officers and employees shall be named as additional insureds under the required policies, and on those policies where County, its directors, officers, and employees are additional insureds, such insurance shall be primary. Such policies shall also include waivers of subrogation in favor of County.

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

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

Insurance Company Rating. The required insurance must be written by a carrier approved to do business in the State of Texas with an A.M. Best rating of an A-VII or better at the time the policy is issued.

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

Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any Ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by insurance)



to maintain during the life of the Contract and any Ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum required in this section above, including the required provisions and additional policy conditions.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any Ensuing Agreement(s) and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

**Williamson County Risk Management
301 SE Inner Loop, Ste 106
Georgetown, Texas 78626**

With a courtesy copy sent to: coi.submission@wilcotx.gov

In the event of cancellation or lapse of insurance, the Successful Respondent shall notify the County immediately, in writing, by certified or registered mail, return receipt requested. Successful Respondent shall also provide written notification to County within ten (10) days of any cancellation due to non-payment of premium, notice of expiration, cancellation, nonrenewal or material change in coverage it receives for its insurer.

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

In the event of an accident of any kind, the Successful Respondent must furnish Williamson County Risk Management with copies of all reports of any accident within twenty-four (24) hours of the accident.

Conflicting Insurance Requirements. In the event the Insurance Requirements set forth herein conflict with the Insurance Requirements set forth in any Ensuing Agreement, the Insurance Requirements set forth in the Ensuing Agreement shall control.

The County reserves the right to review the insurance requirements of this Contract, or any Ensuing Agreement, during the effective date of the Contract, or Ensuing Agreement, and at renewal or any extension hereof and to modify insurance coverages and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, or Ensuing Agreement.

MEDIA RELEASES

Respondent shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.



NO ARBITRATION

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

NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of all 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 not 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 non-performance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

NOTICE AFTER CONTRACT AWARD

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

The County:

**Williamson County
Attn: County Judge
1848 Texas Trail
Georgetown, TX 78626**

Courtesy Copy:

**(Williamson County Attn: Senior Director Facilities Management 3101 SE Inner Loop,
Georgetown, TX 78626)**

The Respondent:

Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.



NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract, or any Ensuing Agreement(s), shall not constitute a present or future waiver of such provisions nor a waiver of the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for, any other different or subsequent breach.

NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States. All indemnification or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

PAYMENT

The County's payment for goods and/or services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

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 and/or services.

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

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

1. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
2. The County Contract, Purchase Order.
3. Identification of items or service as outlined in the Contract.
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.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department

Email: accountspayable@wilcotx.gov

Phone: 512-943-1500

PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property, be subject to Texas Government Code, Chapter 552, as amended (the "Public Information Act" or "PIA") upon receipt, and shall be generally available to the public unless the information may be excepted from disclosure to the public pursuant to the PIA or other laws. Section 552.1101 of the PIA provides that, except as otherwise set forth by PIA, information submitted to a governmental body by a vendor, contractor, potential vendor, or potential contractor in response to a request for a bid, proposal, or qualification is excepted from the requirements of public disclosure if the vendor, contract, potential vendor, or potential contractor that the information demonstrates, based on specific factual evidence, that disclosure of the information would:

- (1) reveal an individual approach to:
 - (A) work;
 - (B) organizational structure;
 - (C) staffing;
 - (D) internal operations;
 - (E) processes; or
 - (F) discounts, pricing methodology, pricing per kilowatt hour, cost data, or other pricing information that will be used in future solicitation or bid documents; **and**
- (2) give advantage to a competitor.
- (3) The exception to disclosure provided by Section 552.1101 of the PIA does not apply to:
 - (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; or
 - (B) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.
- (4) The exception to disclosure provided by Section 552.1101 of the PIA may be asserted only by a vendor, contractor, potential vendor, or potential contractor in the manner described by Section 552.305(b) of the PIA for the purpose of protecting the interests of the vendor, contractor, potential vendor, or potential contractor. A governmental body shall decline to release information as provided by Section 552.305(a) of the PIA to the extent necessary to allow a vendor, contractor, potential vendor, or potential contractor to assert the exception to disclosure provided by Section 552.1101 of the PIA.



If a Respondent is of the opinion that information within its Proposal constitutes proprietary information under the PIA and not subject to required disclosure upon its assertion under Section 552.1101 of the PIA, the Respondent must, at time of submittal, clearly identify and mark the specific information that it contends to be proprietary or, more preferably, place all claimed proprietary information in a folder or appendix that is clearly identified and marked as being proprietary. **Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public.**

For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

In the event the County receives a request for the information that has been clearly identified and marked as proprietary by Respondent, the County will notify the Respondent of such request and decline to release such information to the extent necessary to allow Respondent to assert an exception to disclosure as provided by the PIA.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal conflicts with PIA, the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions, and opinions of the Attorney General of the State of Texas regarding the application of the PIA to any items or data furnished to the County as to whether the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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.

RELATIONSHIP OF THE PARTIES

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



subcontractors shall not be entitled to workers' compensation coverage or any other type of insurance coverage held by the County.

RIGHT TO AUDIT

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

SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state, and local laws and regulations.

SALES AND USE TAX EXEMPTION

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

SEVERABILITY

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

SOLE PROVIDER

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

STATE LAW REQUIREMENTS FOR CONTRACTS

The contents of this section are required by Texas and are included regardless of content:

Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Successful Respondent verifies that Successful Respondent does not boycott Israel and will not boycott Israel during the term of this Contract, and/or Ensuing Agreement.



Texas Government Code Section 2252.152 Acknowledgement: Successful Respondent represents that pursuant to Section 2252.152 of the Texas Government Code, the Successful Respondent is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153.

SURVIVABILITY

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

The County may exercise, by written notice to the Successful Respondent prior to the Contract expiration, this clause and may use this clause for unique situations.

TERMINATION

A. Termination for Cause

The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Successful Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. Termination for Convenience

The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

TESTING AND INSPECTIONS

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

VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract, and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.



Furthermore, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

FEDERAL REQUIREMENTS

If a solicitation is a federally funded project the following stipulations apply.

PREVAILING WAGE RATES – TEXAS GOVERNMENT CODE, CHAPTER 2258

1. **Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule”, as defined in **Paragraph 2** below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by the Contractor because the Contractor pays wages more than the applicable minimum rate contained in the Contract. The “Prevailing Wage Schedule” is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

- a. For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The Contractor shall notify each worker commencing work on the project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.
- b. A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

2. **Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the “Prevailing Wage Schedule”). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

3. **Penalty for Violation.** The Contractor and any subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to **Paragraph 2** above. The Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.



4. **Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
5. **Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.
6. **Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.
7. **Prevailing Wage Retainage.** Money retained pursuant to these Prevailing Wage Rate Provisions shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars (\$60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement, or the arbitration award as provided under the Contract Documents for the Project.
8. **No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in under the Contract for the project.



9. **Contractor Defined.** For purposes of the above stated Prevailing Wage Rate Provisions, the term “Contractor” shall mean and include the Successful Respondent, whichever the case may be for the particular solicitation.
10. **Owner Defined.** For purposes of the above stated Prevailing Wage Rate Provisions, the term “Owner” shall mean and include Williamson County or County.
11. **Contract Defined.** For purposes of the above stated Prevailing Wage Rate Provisions, the term “Contract” shall mean and include the Ensuing Agreement or Contract awarded as a part of this solicitation.

CHECKLIST AND SUMMARY OF REQUIRED DOCUMENTS

Respondents are required to assure that their Proposal is complete and includes but is not limited to this list of documents:

1. Letter of Transmittal (Attachment C), include Bid Bond if amount of contract will exceed \$100,000
2. Table of Contents (Attachment D)
3. Executive Summary (Attachment E)
4. Proposal Submittal in accordance with the evaluation criteria
5. Pricing and/or bid form (Attachment F)
6. References (Attachment G)
7. Similar Contracts (Attachment H)
8. Cancelled or Terminated Contracts (Attachment I)
9. Conflict of Interest Questionnaire (Attachment J)
10. Proposal Affidavit (Attachment K)
11. Sample Vendor Contract (Optional)
12. FEMA Addendum to mean FEMA Required Contract Provisions (if applicable) (Attachment L)
13. Proposed Methodology (Attachment M)
14. Williamson County Building List (Attachment N)
15. Schedule of Events (Attachment O)
16. Master Service Agreement Template (Attachment P)

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