



**25RFP43 Virtual Reality Training
System**

**Due: Tuesday, April 29, 2025
at 2:00PM**

Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

512-943-3553

Wilcotx.gov



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PURPOSE

Williamson County, Texas, herein “the County”, seeks qualified vendors to provide a Multi-User Integrated Virtual Reality (VR) Training System for the Sheriff’s Office – Special Operations Training Division.

DEFINITIONS

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

Buyer - means the designated Williamson County Purchasing contact.

Contract - means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court"). In the event of a conflict between the terms and conditions contain 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.

Proposal 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 contain in this RFP and the Proposal, an Ensuing Agreement may be required.

Public Announcement – The newspaper advertisement and Bonfire 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 and any future Addenda issued by the County.

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



BACKGROUND

Williamson County is home to more than 617,000 residents according to the US Census Bureau. Located in the Central Texas Hill Country just north of the state capitol in Austin, and the University of Texas, Williamson County has emerged as an exceptional place to live.

The Commissioners' Court is the overall governing and management body of Williamson County and is responsible for all budgetary decisions in addition to setting the tax rate each year. Among its duties is the administration of all County business, including the building and maintenance of County roads and bridges. Commissioner's Courts are governing bodies of County government in several US states, including Texas. The principal functions of the Commissioner's Court are legislative and executive. Although called courts, Commissioners' Courts generally exercise only limited judicial powers. The Commissioners' Court consists of five members. The County Judge presides as Chairman and is elected every four years by voters countywide. Four Commissioners are elected by single-member precincts every four years.

The following table contains statistics related to the County. These statistics are estimates and are provided for planning purposes only. Additional information as been provided in Table 03: Functional Area Statistics.

Table 01: Statistics

No.	Area	Statistic
1	Operating Budget	Approx. \$635,129,938
2	Population Served	Approx. 617,000
3	Total FTEs	Approx. 2,000
4	Fiscal Year	October 1 – September 30

SCOPE OF WORK/SPECIFICATIONS

The Virtual Reality Training System shall provide a comprehensive VR training system to the Williamson County Sheriff's Office, designed to surpass the training needs for law enforcement in a training environment. The comprehensive VR training platform shall provide a fully immersive learning environment, setting a new standard for immersive training and insuring trainees are adeptly prepared for their public safety roles.

The immersive virtual reality training shall be tailored for police and public safety professionals. The platform needs to offer realistic scenarios across de-escalation, conflict resolution, active shooter response, and more. Needs to have customizable scenarios and real-world equipment integration so officers can train effectively for diverse situations, improving decision-making and operational readiness. The customizable scenarios need to offer the flexibility to tailor training to specific needs. In addition to be able to choose from various options



including weapons, equipment, avatars, vehicles, and environments. The realistic training experiences need to mirror real world situations, enhancing preparedness and maximizing training effectiveness.

1. Virtual Reality Training System Requirements (note: Multi-User – would need minimum of 2 for each item):

- a. Software
 - i. Training library (pre-made scenarios) and creator interface (create your own scenarios)
 - ii. Software warranty 60 months | Cycle release / updates
 - iii. Stay up to date with the latest build and newest features
 - b. VR Core hardware components
 - i. VR Headset and Controllers
 - ii. Alienware M18 R2 Laptop or comparable
 - 1. Intel Core i9-14900HX, 16GB DDR6, 1TB m.2 PCIe NVMe, RTX 4090, Windows Pro 11.
 - iii. Wireless Mouse
 - iv. Wireless Router RT-AXE7800
 - v. Fovetic Stands (2 pack/kit) – *or comparable*
 - vi. Power Strip
 - vii. Rugged Carrying Cases
 - c. User Devices (1/ea. per system)
 - i. Glock 17
 - ii. Recoiling M4
 - iii. ECD 26
 - iv. Flashlight
 - v. Baton
 - vi. OC Spray
- 2. Delivery within 60-90 days of purchase order and implementation of train the trainer (on-site)**
- a. The vendor shall work directly with training the staff to coordinate any upgrades, warranties, servicing, updates, etc.

SILENCE OF SPECIFICATIONS

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

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this solicitation, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.



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

The County may also modify the solicitation, 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 has been established at \$155,000.00

CONTRACT TERM AND RENEWALS

The term of the resulting agreement shall be a One (1) time purchase to include warranty services as indicated below.

1. Manufacturer warranty on Headset Hardware
 - i. VR Headset, Wireless Adapter, Base Stations, and VR Trackers for minimum of 12 months; 60 months preferred
3. Software warranty
 - i. Software updates and proprietary user interface tools for 60 months

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.

However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. 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 so appropriate 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 solicitation. This information may be appended to the solicitation 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 responses, or delete any portion of the response, 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

EX PARTE COMMUNICATION

Please note that to ensure the proper and fair evaluation of a response to a solicitation, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent 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 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 County's Purchasing Agent until the day and time specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the County for a period not to exceed three (3) years.

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/>. 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 specification 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 RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the 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 shall be conducted in person and not remotely.

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



FINALIST INTERVIEWS

An 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.

Respondents may be required to make an oral presentation to the selection 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 services to be provided and the approach to be used.

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	30
Product Knowledge and Reputation	20
Responsiveness of Proposal Demonstrated understanding of County and County needs Additional services, idea, or products that will benefit the County	30
Price	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: The lowest bidder; or 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

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 acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically and clearly references them on the front of the solicitation response document. WARNING: Exception 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 RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of the Proposal specifications, terms, and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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



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. Contents of each Proposal shall be submitted in accordance with this RFP.

The due date for responses to this solicitation is:

Tuesday, April 29, 2025, at 2:00 PM 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 responses be submitted electronically through the Bonfire system; however, Respondents may submit a hard copy. Please be aware that submitting responses 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/> for further information on how to submit electronically.

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

**Williamson County Purchasing Department
Attn: 25RFP43 Virtual Reality Training System
100 Wilco Way, Suite P101
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 response by submitting a written request with the company letterhead and the signature of an authorized individual, signature of respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new solicitation prior to the deadline. Alterations of the solicitation in any manner will not be considered if submitted after the deadline. Withdrawal of a response after the deadline 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 thru 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

Proposal shall be valid for one hundred and eighty (180) calendar days from the deadline for submittal of Proposals to the County. 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.

INCLEMENT WEATHER

Williamson County Commissioners Court has the discretion to extend a solicitation deadline to best serve the interest of the county. Approval of this policy by the Commissioners Court delegates the authority to issue a solicitation deadline extension to the Purchasing Agent and the Purchasing Agent's assistants. Solicitation deadline extensions are issued to enhance competition and provide a fair and favorable environment for suppliers to submit a response. With this goal in mind, if a situation warrants a deadline extension, it shall be granted. The acceptable reasons for a deadline 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 supplier responses, 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 purchase deadline extension 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 Bonfire 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 provide by Williamson County End User;
2. Administrative, such as change in process, staffing or other administrative issue necessities an extension;
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 entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. 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 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 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 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 Partnership, the true name of the firm 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 in its response to 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 represent 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 services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this solicitation. 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

Responses 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. Responses 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 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 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 procurement.

Each Respondent must provide a Conflict-of-Interest questionnaire with their proposal package. Package 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 above FAQ for more information about interested parties.**

Before an applicable contract may be executed, the Respondent must first create and file the Form 1295 with the Texas Ethics Commission through the Commission's website. **See the above TEC Filing Instructions for more information.** The Respondent must then supply to the County a signed copy of the Form 1295 *at the time the vendor signs and/or submits a signed contract* to the County. **See the above County Submittal Instructions for more information.**

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 Texas Ethics Commission website at the following link:

[1295 Filing Info](#)

ETHICS

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

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

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



TERMS AND CONDITIONS

ACKNOWLEDGEMENT

By submitting a response to this solicitation, the Respondent acknowledges the specifications and requirements herein. The terms and conditions of the solicitation document shall govern unless specifically provided or otherwise 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 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 Contract, 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 Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

BINDING EFFECT

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

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 above specified.

CONFIDENTIALITY

All data and information gathered by the Respondent and its agents, 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 so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all Proposals shall be open for public inspection after the Contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the Proposal and identified by Respondent as such will be treated as confidential to the extend allowable by the 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, resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-Local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may 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 services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended, or altered, except by writing signed by the Successful Respondent and the County.

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 of 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.

Responses which do not state a fixed price, or which are subject to change without notice, will not be considered. The County may award a Contract for the period implied or expressly stated in the lowest and best response.

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 perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

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 ("HIPPA"); 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 "HIPPA", to the extent that the Respondent uses, discloses, or as access to protected health information as defined by HIPPA. Respondent may be required to enter into a Business Associate Agreement pursuant to HIPPA.

HUMAN TRAFFICKING

By acceptance of this RFP, Respondent acknowledges that County is oppose 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 or services not specifically described or required in the RFP but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

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



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

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Successful Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Successful Respondent or any of the Successful Respondent's agents, servants or employees, as well as all claims of loss or damage to the Successful Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise. In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Successful Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Successful Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

INSURANCE REQUIREMENTS

At Contract execution, Successful Respondent shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that 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@wilco.org

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

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



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 requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.

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. Each insurance policy shall include the following conditions by endorsement to the policy:

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@wilco.org 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 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 from 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.

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.

In the event of accidents 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.

The County reserves the right to review the insurance requirements of this contract during the effective date of the contract 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.

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 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.

NON-PERFORMANCE

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

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



NOTICE AFTER CONTRACT AWARD

Any notice from 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
710 S. Main Street, Ste. 101
Georgetown, Texas 78626**

Courtesy Copy:

**Deputy A.W. Grimes Law Enforcement Training Center
8160 Chandler Rd.
Hutto, TX 78634**

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

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 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 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@wilco.org

Phone: 512-943-1500

PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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



To the extent, if any, that any provision in this RFP or in the Respondent's Proposal conflicts with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions, and opinions of the Attorney General of the State of Texas regarding the application of the Public Information Act to any items or data furnished to the County as to whether the same are available to the public. It is further understood 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, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate 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 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 services and/or goods 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 by County 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.

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 may be used 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 user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

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 Documents. 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 Documents 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 Bidder or 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.

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21.027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. **Use of Funds.**
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.



2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. **Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.**
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.
8. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. **Compliance with Applicable Law and Regulations.** Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.



- c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- f. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance.
 - iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.
 - iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance.
 - v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and
 - vi. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.



11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. **Disclaimer.**
 - a. The United States expressly disclaims all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
16. **Protections for Whistleblowers.**
 - a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:



1. A member of Congress or a representative of a committee of Congress.
 2. An Inspector General.
 3. The Government Accountability Office.
 4. A Treasury employee responsible for contract or grant oversight or management.
 5. An authorized official of the Department of Justice or other law enforcement agency.
 6. A court or grand jury; or
 7. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
19. **Clean Air Act and The Federal Water Pollution Control Act Compliance.** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
20. **Suspension and Debarment.** (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



21. **Recovered Materials.** (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site: <https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=P1003J1Y.txt> (3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
22. **Access to Records.** The following access to records requirements applies to this Agreement:
- i. The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - iii. In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
23. **Use of DHS Seals and Related Items.** The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
24. **Compliance with Federal Law and FEMA Rules.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
25. **Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended).** Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
26. **No Federal Government Obligations.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.



27. **False Claims Act Compliance and Program Fraud Prevention.** The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

CHECKLIST AND SUMMARY OF REQUIRED DOCUMENTS

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

1. Letter of Transmittal
2. Table of Contents
3. Executive Summary
4. Proposal Submittal in accordance with the evaluation criteria
5. Pricing and/or bid form
6. References
7. Similar Contracts
8. Cancelled or Terminated Contracts
9. Conflict of Interest Questionnaire
10. Proposal Affidavit
11. Sample Contract
12. FEMA Addendum to mean FEMA Required Contract Provisions (if applicable)