

# REQUEST FOR PROPOSAL

RFP # 210420

## FIRE APPARATUS – QUINT WITH 100+' LADDER

Travis County ESD No.12



**Due Date: July 12, 2022, by 5:00 p.m.**

Issued By:

Ryan Smith, Fire Chief  
Travis County ESD No. 12  
11200 Gregg Ln.  
Manor, TX 78653

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## **SECTION 1- GENERAL INFORMATION**

### **A. OBJECTIVE**

The ESD is soliciting sealed proposals for a Quint fire apparatus with a minimum of a 107' aerial ladder, a 400-gallon water tank with foam system, 2000 gpm water pump, storage for 1350 feet of fire hose in various sizes, and a total of 150 feet of ground ladders. The ESD is open to proposals for demonstration or stock apparatus.

### **B. BACKGROUND**

Travis County ESD No.12 operates a Fire fleet of four front line units, three engines and one squad. We are replacing our oldest engine with a Quint to allow us to have two aerial units in service daily.

### **C. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL**

All questions regarding this Request for Proposal (RFP) shall be submitted via email. Questions will be accepted and answered accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before Thursday, June 23, 2016<sup>21</sup>, at 3:00 p.m., and should be addresses as follows:

Scope of Work/Proposal Content questions shall be emailed to Battalion Chief Nathan McRae at [nmcr@tcesd12.com](mailto:nmcr@tcesd12.com).

RFP Process and Compliance questions shall be emailed to Fire Chief Ryan Smith at [rsmith@tcesd12.com](mailto:rsmith@tcesd12.com).

Should any prospective consultant be in doubt as to the true meaning of any portion of this RFP, or should the consultant find any ambiguity, inconsistency, or omission therein, the consultant shall make a written request for an official interpretation or correction by the due date above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to the [tcesd12.com](http://tcesd12.com) website and it shall be the consultant's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the ESD shall become part of the RFP and must be incorporated in the proposal where applicable.

### **D. PRE-PROPOSAL MEETING**

Pre-proposal meetings will be scheduled on an as needed basis.

### **E. PROPOSAL FORMAT**

To be considered, each Vendor must submit a complete response to this RFP to the Purchasing Unit using the format provided in this RFP. One original and four

(4) copies of the work proposal and one original of the fee proposal shall be submitted. No other distribution of proposals is to be made by the submitter. An official authorized to bind the submitter to its provisions must sign the proposal in ink. The proposal must include a statement as to the period during which the proposal remains valid. This period must be at least sixty days from the due date for proposals to this RFP. The fee proposal must be submitted in a separate sealed envelope with the project title clearly indicated, plus the RFP number. The proposal must be submitted to the Procurement Office (see address above).

Proposals should be prepared simply and economically providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

#### F. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the ESD will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the ESD will determine top vendors, and open only those fee proposals. The ESD will then determine which, if any, vendors will be selected to make a presentation. During the presentation, the selected vendors will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the consultant's response shall be documented and included as part of the final contract.

#### G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the ESD on, or before, Monday July 12, 2021, at 5:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent must submit in a sealed envelope:

1. one (1) original proposal
2. four (4) additional proposal copies

Each respondent must submit in a separate sealed envelope marked Fee Proposal:

1. one (1) original of the fee proposal

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: "RFP No. 210420– Quint Fire Apparatus" and list the consultant's name and address.

Proposals must be addressed and delivered to:

Travis County ESD No.12  
c/o Chief Smith  
11200 Gregg Ln  
PO Box 846  
Manor, TX 78653

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the ESD Receptionist at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The ESD will not be liable to any vendor for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Vendors are responsible for submission of their proposal. Additional time will not be granted to a single vendor. However, additional time may be granted to all vendors at the discretion of the ESD.

**A proposal will be disqualified if the fee proposal is not contained within a separate sealed envelope.**

#### H. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the ESD is obligated to permit review of its files, if requested by others. All information in a consultant's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

#### I. TYPE OF CONTRACT

A sample of the General Terms and Conditions is included as Appendix A. Those who wish to submit a proposal to the ESD are required to review the General Terms and Conditions carefully. The ESD will not entertain changes to its General Terms and Conditions.

The ESD reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the ESD's sole judgment, the best interests of the ESD will be so served.

This RFP and the selected consultant's response thereto, shall constitute the basis of the scope of services in the contract by reference.

#### J. HUMAN RIGHTS REQUIREMENTS

All contractors proposing to do business with the ESD shall satisfy the contract compliance administrative policy. Breach of the obligation not to discriminate as outlined in Attachment D shall be a material breach of the contract. Contractors are required to post a copy of ESD's Non- Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the

ESD.

K. WAGE REQUIREMENTS

When applicable the Attachments provided herein outline the requirements for payment of prevailing wages or of a “living wage” to employees providing service to the ESD under this contract. The successful consultant must comply with all applicable requirements and provide documentary proof of compliance when requested.

L. CONFLICT OF INTEREST DISCLOSURE

The ESD Purchasing Policy requires that the consultant complete a Conflict-of-Interest Disclosure form. A contract may not be awarded to the selected consultant unless and until the Procurement Unit and the ESD Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the ESD Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the ESD. A copy of the Conflict-of-Interest Disclosure Form is attached.

M. COST LIABILITY

The ESD assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a General Services Agreement. The liability of the ESD is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, consultant agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Fire Chief within five (5) business days of the award action. The consultant must clearly state the reasons for the protest. If a consultant contacts the ESD and indicates a desire to protest an award, the employee shall refer the consultant to the Fire Chief. The Fire Chief will provide the consultant with the appropriate instructions for filing the protest. The protest shall be reviewed by the ESD Administrator or designee, whose decision shall be final.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the proposed schedule for this RFP process.

<u>Activity/Event</u>	<u>Anticipated Date</u>
Written Question Deadline	June 23, 2021, 3:00 p.m.
Proposal Due Date	July 12, 2016, 5:00 p.m.
Presentations	July 14, 2021, 6:30p.m.
Selection	July 23, 2021
ESD Commissioner Contract Authorization	August 11, 2021
Agreement Execution	NLT September 9, 2021

The above schedule is for information purposes only and is subject to change at the ESD's discretion.

P. IRS FORM W-9

The selected consultant will be required to provide the ESD an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The ESD reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The ESD reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the ESD to be in its best interest.
3. The ESD reserves the right to request additional information from any or all consultants.
4. The ESD reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The ESD reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The ESD reserves the right to select one or more consultants to perform services.
7. The ESD reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The ESD reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

## **SECTION II - SCOPE OF WORK**

The apparatus and all required components shall be compatible and are recommended for use in combination by the manufacturer. It shall be the vendor's responsibility to ensure that all components operate according to manufacturer's recommendations concerning operation speed, imposed load, etc., and to deliver a functionally complete unit, complying with good engineering and accepted commercial practice and in accordance with the intent and details of the proposal.

### **ALL UNITS MUST MEET ALL NFPA REQUIRMENTS AND OSHA REGULATIONS AT TIME OF MANUFACTURE.**

#### **Quint – Preferred Equipment**

1. Maximum Height
  - a. Unit must be able to be stored in a bay under 11'9". TCESD 12 Height preferred 10'-11'6" Ride Height.
2. Engine
  - a. Cummins ISX 12 Liter
3. Transmission
  - a. Allison
  - b. Hot shift PTO
4. Electrical System
  - a. Chassis should use Point-to Point Wiring
  - b. LED Lights for all warning, running work and safety lighting
  - c. All warning light system should comply with NFPA 1901
  - d. Inverter mounted in rear compartment for battery operated tools
  - e. 1 electrical cord reel minimum of 200' of 20 Amp cord
  - f. The unit should include a Kussmaul Charging system
5. Front Suspension
  - a. Independent Front Suspension
6. Front Axle
  - a. Minimum 24,000 lbs. capacity
7. Front Brakes
  - a. Front Brake System by company please list
8. Rear Suspension

- a. Minimum 31,000 lbs. capacity. air ride
9. Rear Axle
- a. Minimum of 31,000 lbs. capacity
10. Wheelbase
- a. The unit must have a maximum wheelbase no greater than 272 inch.
11. Rear Brakes
- a. Front Brake System by company please list
12. Anti-Lock Brake System
- a. Front Brake System by company please list
13. Aerial Ladder
- a. Ladder shall be mid-mount with turntable
  - b. Aluminum or Steel Construction 110' preferred will only go to 107', with two--  
2 1/2" pre piped water way and Nozzles X2 Fog and Straight Tip
  - c. The Nozzle will be remote controlled from Platform or Turntable
  - d. Platform with have minimum load of 500lbs.
  - e. Ladder Should have red or blue LED light to illuminate the full length of the  
climbing area and a White LED Flood Light mounted for scene lighting
  - f. Two Chainsaw Mounts STIHL Rescue Saws
  - g. Two NY Hook or Pike Pole mounts at Platform
  - h. Roof Ladder with Parapet Wall Attachment
14. Stabilization and Outriggers
- a. Outriggers and Downriggers should be deployed using a user-friendly  
electronic Interface
  - b. The unit must have the ability to "short jack" for use in narrow and congested  
streets
  - c. The Platform should be able to be used over short jack side with some  
restrictions
  - d. 5 point mounting preferred but minimum of 4 point.
  - e. Specify Negative Degree Ariel is willing to go.

15. Water Pump and Tank

- a. Unit should include a single stage 2000 GPM Pump
- b. Cold Weather Package with belly pan and pump house heater. The Package must include pump and gauge heaters with brass ball valve shutoffs
- c. The Unit shall include maximum 500 and a minimum of 400 gallon Poly Water Tank
- d. The unit shall include and minimum of 20 gallon foam tank
- e. The steamer inlets on both the drivers and passenger side shall have slow opening, manually operated valves
- f. Each Steamer inlets shall have 5" Storz fittings
- g. All Discharges shall be equipped with thirty degree drops

16. Body

- a. The hose beds and storage compartment should be constructed of stainless steel or aluminum
- b. All storage compartments shall have roll-up style doors
- c. All Storage compartments shall have LED light strips that will provide for fully lit spaces even while the compartment is loaded with gear and equipment.
- d. The main hose bed shall provide a minimum of 500' of 5 " Storz hose
- e. The Unit should have 2 cross-lay hose compartments sized to accommodate poly trays and 200' of 1 3/4" hose and nozzle.
- f. Truck Air, Female Milton "T" style quick coupler on pump panel, both sides, Plumbed with 3/8" nylon air line
- g. The Unit should have air tank storage.

17. Tool Storage

- a. Compartment Square footage No minimum need specs for equipment listed below

Main Equipment List for storage

- -2 Chain Saws Rescue Stile STIHL
- -2 K12 STIHL Saws
- -4--- 2 1/2" Bundles for High/Mid Rise Each Bundle 50' long folded in accordion load
- -1 Heavy Rescue Paratech Rescue Equipment for stabilization
- -1 Full Set of Amkus Battery operated tools (Spreader and Cutter) Inverter and 4 Bank Charger in same compartment
- -1 Supervac PPV Fan
- -2 Sets of 4x4 Cribbing total dimensions of Cribbing set 18" X 12"
- -1 Full Set of Air bags and Valve Kit

- b. Poly/Metal Mounting/storage for all tools no loose equipment in compartments.

18. Cab

- a. The Cab Should have a minimum of 4 forward facing seats
- b. All seats except for the Driver seat shall have Scott Air Pack Quick release SCBA Holders
- c. The area used for rear facing seats shall be used for EMS/Misc Equipment
- d. The cab should be equipped with two LED Brow Lights installed at the roof line

- above the windshield.
  - e. At the rear corners of the apparatus there shall be LED Scene lights
  - f. The unit shall have an electric siren, air horn and Federal Q Siren
  - g. The driver should have foot switches for both the Federal Q and Air Horn. The officer seat shall have a dash mount push button placed within reach for the Federal Q and Air Horn.
  - h. The unit shall have a rear Sitcom outlet for assisted backer that ties into headsets inside the cab.
  - i. The front bumper shall accommodate 150' of 1 ¾" hose and have a 2 ½" outlet at 90 degrees
  - j. Air Inlet for shoreline air, driver door well plumbed with a check valve, Milton "T" style male connector. Plumbed with a 3/8 nylon air line.
  - k. LED Headlights and Turn Signals
  - l. VIU, Computer mount, radio mount, KNOX box mount, all antennas and siren control to be mounted by the builder, location TBD by the ESD of Austin Radio Shop.
  - m. Extreme climate, Heating and Air Conditioning
  - n. Customer access electrical terminals, each with 20-amp capaESD fused to include IGN, Battery Positive and Ground.
  - o. Battery positive and negative, remote jumper studs, easily accessible.
19. Ground Ladders
- a. Unit shall have compliment of 100 ft of ground ladders and a minimum of 1-35' ground ladder.
20. Safety Lighting – NFPA 1901 Compliant
- a. All safety Lighting Shall be WHELEN LED Lighting
  - b. A minimum of two 36" light bar should be mounted to the top or the cab
  - c. A minimum of three lights on each side of the unit to be visible when the unit is parked at an angle alongside roadway
  - d. The rear of the units shall have a minimum of four safety lights and a traffic directing arrow devise.
  - e. The safety lights shall be configured so there is a minimum of two safety lights visible, 360 degrees around the unit.
  - f. Unit shall have one Roto Ray Fire Truck Emergency Light at front grill.
21. Build/Delivery Time
- a. Builder specify Build Time and Delivery Time Frame
  - b. Does builder provide an in service once apparatus is delivered?
22. Maintenance/Warranty
- a. Maintenance Package available for 5- and 7-year program for Major and Minor PM's
  - b. Warranty Package 5- and 7-year program
  - c. Ladder maintenance, how many hours of run time recommended before service

## **SECTION III - MINIMUM INFORMATION REQUIRED**

### A. SUBMITTAL FORMAT

Submitters should organize Proposals into the following Sections:

- A. Quick Spec Sheet
- B. Full Specification
- C. Delivery Time Frame
- D. Fee Proposal (include in a separate sealed envelope)
- E. Authorized Negotiator
- F. Attachments

### B. PROPOSAL EVALUATION POINT SYSTEM

The following Section describes the weighted point system that will be used for evaluation of the proposals:

#### 1. Apparatus Specification – 45 points

The specification shall clearly indicate where the proposal meets or does not meet the preferred equipment list.

When a proposal differs from the preferred equipment list, a separate sheet listing the perceived benefits of the proposed alternate, must be supplied for each apparatus.

#### 2. Delivery Time Frame - 20 points

The ESD wishes to have the unit in service as soon as possible. Higher points will be awarded to vendors with the shortest delivery time frame from receipt of ESD approved Purchase Order.

#### 3. Fee Proposal - 35 points

a. Fee quotations shall be submitted in a separate sealed envelope as part of the proposal. Fee quotations are to include a separate price for each apparatus delivered complete ready for service, one week of operator training for Fire Department Staff, two days of factory sponsored training for maintenance personnel, and pre-delivery inspection at factory to include travel, lodging and meal for two ESD personnel. This total may be adjusted after negotiations with the ESD and prior to issuance of Purchase Order

b. Optional items such as the water pump for aerial tower and safety equipment shall be listed on a separate sheet. This sheet may include items not list in the RFP but the vendor feels are relevant to the proposal.

C. AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in your organization authorized to negotiate the final specification for each apparatus with the ESD.

D. ATTACHMENTS

Attachment A (Legal Status of Proposer), Conflict of Interest Form and Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

E. PROPOSAL EVALUATION COMMITTEE

The Selection Committee may include representatives from the Public Services Area, Finance Department, and the ESD Attorney's Office. Members of the Selection Committee will evaluate each proposal by the above-described criteria and point system (B.1. through B.3.) to select a short list of firms for further consideration. The ESD reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers. The ESD will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

The Committee then will schedule the presentations with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, apparatus specifications, and fee proposal. The interview shall consist of a presentation of no more than forty-five (45) minutes by the Proposer followed by questions and answers.

The firms will be re-evaluated by the above criteria (B.1. through B.3.) after the interview. After evaluation of the fee proposals, further negotiation with the selected candidate firm will be pursued leading to the issuance of a purchase order by the ESD.

The ESD also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

The ESD will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

## F. PREPARATION OF PROPOSALS

Proposals should be prepared providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the proposal.

*Proposals should be printed double sided. Proposals should be no more than 20 sheets (40 pages) excluding resumes and past project descriptions.*

Each person signing the proposal certifies that he or she is the person in the consultant's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## G. ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to the ESD's web site [www.TCESD12.com](http://www.TCESD12.com) for all parties to download.

Each consultant must acknowledge in its proposal all addenda it has received. The failure of a consultant to receive or acknowledge receipt of any addenda shall not relieve the consultant of the responsibility for complying with the terms thereof. The ESD will not be bound by oral responses to inquiries or written responses other than official written addenda.

## **SECTION IV - ATTACHMENTS**

Attachment A - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Vendor Conflict of Interest Disclosure Form

Attachment D – Non-Discrimination Ordinance Poster

ATTACHMENT A  
LEGAL STATUS OF RESPONDENT

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_ bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.\*

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the state of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

- A partnership organized under the laws of the state of \_\_\_\_\_ and filed with the county of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)

- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_,

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



ATTACHMENT C

<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
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All vendors interested in conducting business with Travis County ESD No.12 must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the ESD's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with an ESD official or employee, an immediate family member of a ESD official or employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No ESD official or employee or ESD employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated ESD official or employee who has been retired or separated from the ESD for less than one (1) year has an ownership interest in vendor's Company.
3. No ESD employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any ESD employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of the ESD employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	( ) Relationship to employee ( ) Interest in vendor's company ( ) Other

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the ESD, vendor will be exempt from doing business with the ESD.

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative
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**PROCUREMENT USE ONLY**

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

ATTACHMENT D  
TRAVIS COUNTY ESD No.12 NON-DISCRIMINATION ORDINANCE

**Intent:** It is the intent of the ESD that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by ESD Contractors:** All contractors proposing to do business with the ESD shall satisfy the contract compliance administrative policy adopted by the ESD in accordance with the guidelines of this section. All ESD contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of the ESD's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the ESD.

**Complaint Procedure:** If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the ESD's Human Resources. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Resources. The complaint should be made in writing to the Human Resources. The complaint may be filed in person with the ESD, by e-mail at [HR@tcesd12.com](mailto:HR@tcesd12.com), or by mail (TCESD12 HR Department PO Box 846 Manor, TX 78653). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

**APPENDIX A: SAMPLE GENERAL SERVICES AGREEMENT**

*If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to Travis County ESD No.12. The required provisions are:*

**GENERAL SERVICES AGREEMENT BETWEEN**  
**\_\_\_\_\_**  
**AND Travis County ESD No.12**  
**FOR \_\_\_\_\_**

Travis County ESD No.12, having its offices at 11200 Gregg Ln. Manor, TX 78653 ("ESD"), and

\_\_\_\_\_  
("Contractor") a(n) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at \_\_\_\_\_  
agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Contractor agrees to provide services to the ESD under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit means \_\_\_\_\_.

Contract Administrator means \_\_\_\_\_, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to ESD by Contractor under this Agreement

Project means \_\_\_\_\_  
(Project name)

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 20\_\_, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

- A. The Contractor agrees to furnish all materials, equipment and labor necessary to meet the specification of and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Contract and Exhibits  
RFP No.210420 and all Addendum thereto (if any)  
Proposal of Contractor, dated \_\_\_\_\_, and restated and attached  
as Exhibit A.

The contract documents are complementary and what is called for by anyone shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

The ESD retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the ESD (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the ESD, and is not granted any authority to assume or create any obligation or liability on the ESD's behalf, or to bind the ESD in any way.

**V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B. The total fee to be paid the Contractor for the Services shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_). Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the ESD may verify invoices submitted by the Contractor. Such records shall be made available to the ESD upon request and submitted in summary form with each invoice.

**VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the ESD from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the ESD, before the commencement of any work under this contract, documentation satisfactory to the ESD demonstrating it has obtained the policies and endorsements required by Exhibit C. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Texas. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the ESD.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the ESD, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the ESD's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. WAGE REQUIREMENTS**

Under this Contract, the Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

## **VIII. NON-DISCRIMINATION**

The Contractor further agrees to comply with and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

## **IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies that it is not and shall not become overdue or in default to the ESD for any contract, debt, or any other obligation to the ESD including real and personal property taxes. Further Contractor agrees that the ESD shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a bid for the purpose of restricting competition.

**X. OBLIGATIONS OF THE ESD**

- A. The ESD agrees to give the Contractor access to the Project area and other ESD- owned properties as required to perform the necessary Services under this Agreement.
- B. The ESD shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

**XI. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the ESD. Notwithstanding any consent by the ESD to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the ESD.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

## **XII. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The ESD may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the ESD to effect continued payment under this Agreement are not appropriated or otherwise made available, the ESD shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XIII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No



**XVI. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

**XVII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the ESD and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the ESD. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its:

**FOR TRAVIS COUNTY ESD No.12**

By \_\_\_\_\_  
ESD Representative

**Approved as to substance**

By \_\_\_\_\_

By \_\_\_\_\_

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, ESD Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**

## **EXHIBIT B COMPENSATION**

### General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the ESD:

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Effective the date of this Agreement and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the ESD on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  2. Commercial General Liability Insurance equivalent. The ESD shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the ESD's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  3. Motor Vehicle Liability Insurance, including Texas No-Fault Coverages, equivalent to, as a minimum. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The ESD shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the ESD's protections as an additional insured under the policy Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- B. Insurance required under A.2 and A.3 above shall be considered primary as respects any other valid or collectible insurance that the ESD may possess, including any self-insured retentions the ESD may have; and any other insurance the ESD does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the ESD.

- C. Insurance companies and policy forms are subject to approval of the ESD Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the ESD. Further, the documentation must explicitly state the following:
1. the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
  2. any deductibles or self-insured retentions which shall be approved by the ESD, in its sole discretion;
  3. that the policy conforms to the requirements specified. Contractor shall furnish the ESD with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the ESD. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the ESD at least ten days prior to the expiration date.