

Consider awarding, rejecting or extending proposal on utility audit.

Assistant County Auditor Bob Space recommended awarding proposal on utility audit to Robert Grieve International, Inc. with 50% of first \$25,000.00 recovered and 33 1/3% beyond the first \$25,000.00.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To award utility audit proposal to Robert Grieve International, Inc.

Vote: Motion carried 4 - 0 < Clerk copy here >

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## WILLIAMSON COUNTY PROPOSAL FORM


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

NAME OF PROPOSER: Robert Grieve International, Inc.

Mailing Address: 5373 West Alabama, Suite 350

City: Houston State: TX Zip: 77056

Telephone: ( 713 ) 963-9916 Fax: ( 713 ) 963-9921

 Date of Proposal: 09/10/98  
Signature of Person Authorized to Sign Proposal

Name and Title of Signer: Richard G. Lock, Vice President Operations  
(Please Print or Type)

### PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

[ ] "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

[ ] low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

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**PUBLIC NOTICE  
WILLIAMSON COUNTY  
REQUEST FOR PROPOSALS**

**COPY**

The Williamson County Commissioners Court invites the submission of sealed PROPOSALS for:

**UTILITY AUDIT**

Sealed PROPOSALS will be publicly opened in the Auditor's Office, 3rd Floor – Suite 303, Williamson County Courthouse, Georgetown, Texas on Wednesday, September 16, 1998 at 2:30 PM .

PROPOSALS received after the above stated date and time will be returned unopened.

Detailed specifications may be obtained by calling Ginny Atkinson at (512) 943-1554 or by visiting the Williamson County Procurement web site.

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

The Williamson County Commissioners Court reserves the right to accept the lowest and best PROPOSAL as deemed by the Court, or reject any and/or all PROPOSALS.

Issued by order of the Williamson County Commissioners Court on August 25, 1998. John C. Doerfler, County Judge.

**SPECIFICATIONS**  
**UTILITY AUDIT/OVERPAYMENT RECOVERY SERVICES**

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**RESPONSIBILITIES OF SUCCESSFUL BIDDER**

The successful bidder shall:

1. Review the County's methods of operation and accounting for the purchase, payment and use of fuel and shall identify specific areas or classifications of potential overpayments by and recoveries available to the County and prepare and present detailed recommendations thereon for the consideration of the County. Implementation of bidders' recommendations will be at the sole discretion of the County. Access to said records and systems shall be under such conditions and shall be controlled, limited and supervised as the County, in its sole discretion, feels appropriate.
2. Prepare any claims for reimbursement of overpayment(s) and recoveries. Successful bidder shall be responsible for pursuing said claim(s).

**CONTRACT PERIOD AND TERMINATION**

1. This contract shall be for a term of twelve (12) months from the effective date as authorized by the County, and may be renewed, by written agreement of the parties for an additional twelve (12) month term in accordance with item 5 in the proposal instruction/requirements.
2. This contract may be terminated by either party by giving thirty (30) days prior written notice.
3. In the event of termination by the County prior to the end of the term of this contract, the County agrees that it shall not, for the balance of the term of this contract, pursue any claims identified prior to the County's termination.

**PAYMENT**

1. The successful bidder shall be paid the percentage amounts designated by this bid, as total consideration for its performance pursuant to this contract.
2. In the event the County terminates this contract prior to the expiry, the successful bidder shall nonetheless be paid its percentage of any recovery by the County on a claim identified prior to termination by the County.
3. The successful bidder shall not be entitled to any other payment, reimbursement for expenses, etc., in consideration of its performance under this contract. The recovery percentages bid shall be total consideration pursuant to this contract. In the event the County elects not to pursue a claim identified, or, in the event the County fails to recover any sum(s) so identified, then in such event, the successful bidder shall be entitled to no compensation for its efforts hereunder.

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#### INDEPENDENT CONTRACTOR

1. In the performance of work or services hereunder, the successful bidder shall be deemed an independent contractor, and any of its employees, agents, associates or servants, performing work required hereunder shall be deemed solely as employees, agents, associates or services of the successful bidder or, where permitted, of its subcontractors.

#### INDEMNIFICATION

1. The successful bidder will indemnify, hold harmless, defend and exempt the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this contract and arising directly or indirectly out of the acts, errors or omissions of the successful bidder, its officers, agents, servants, subcontractors or employees; provided, however, that the successful bidder shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act of the County, its officers, agents, servants or employees.
2. The successful bidder's duty to defend, indemnify and hold the County harmless shall not abate or end by reason of the expiration or termination of this contract unless otherwise agreed to by the County in writing. The provisions of this section shall survive the termination of this contract.

#### MISCELLANEOUS

1. Any and all notices or communications required or permitted under this contract shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax with verification, as follows:  
  
Williamson County  
Attn: Bob Space – Auditor's Office  
710 Main Street Suite 303  
Georgetown, TX 78626
2. This contract and the attached exhibits constitute the entire agreement of the parties with respect to the matters described herein, and no oral statements or prior written matter not specifically incorporated herein shall be of any force or effect. This contract may not be amended except by a subsequent written instrument signed by both of the parties.
3. No assignment of this contract or any right existing under this contract shall be made in whole or in part by the successful bidder without the express written consent of the County; in the event of any assignment, the assignee shall assume the liabilities and responsibilities of the assignor, in writing, prior to the assignment.
4. This contract shall be construed, interpreted and adjudicated under the laws of the State of Texas and, when appropriate, the laws of the United States.
5. Successful bidder shall comply with all applicable laws, ordinances, orders, resolutions and codes of the United States, the State of Texas and of any local government or administrative agency with local jurisdiction.

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6. Successful bidder agrees that its books and records, insofar as they pertain to work done pursuant to this contract, shall at all reasonable hours be subject to audit and inspection at the successful bidder's office by the County for three (3) years from the termination of this contract.
7. The waiver by a party hereto of a breach of any provisions of this contract shall not operate as or be construed as a waiver of any subsequent breach.

#### CONFIDENTIALITY

1. Successful bidder agrees to hold and keep all data and information pertaining to the County and pertaining to this contract in the strictest confidence and will use such data and information solely for the purpose of performing the services required under this contract.
2. The County agrees not to divulge information in the form of trade secrets, e.g., methods, techniques, to any party a party of this contract.

#### NO ARBITRATION

The parties hereby expressly agree that no cause, dispute, difference in interpretation or other conflict arising between the parties pursuant to this contract shall be resolved by arbitration.

WILLIAMSON COUNTY  
REQUEST FOR PROPOSAL

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UTILITY AUDIT/OVERPAYMENT RECOVERY SERVICES

REFERENCES:

Montgomery County  
P. O. Box 539  
Conroe, Texas 77305  
Linda Brezeale, County Auditor  
Telephone: 409-539-7820

City of Waco  
P. O. Box 2570  
Waco, Texas 76702-2570  
Janice Andrews, Director of Fiscal Services  
Telephone: 254-750-5769

City of Richardson  
P. O. Box 830309  
Richardson, Texas 75083  
Lee Hammock, C.P.M. Fleet and Materials Manager  
Telephone: 972-238-4042

PAYMENT:

Percentages

50% of the first twenty five thousand dollars of recoveries  
33-1/3% of recoveries in excess of twenty five thousand dollars

Robert Grieve International, Inc.

Consider extending existing contract on landscape and janitorial services until awarding of new contract.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To extend existing landscape contract to Custom Lawn Care and existing janitorial services contract to D & H Cleaning for 30 days.

Vote: Motion carried 4 - 0

AGENDA ITEM # 35

September 29, 1998

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Consider authorizing advertising and setting date to open bids of landscape services and janitorial services.

Judge Doerfler requested Assistant County Auditor Bob Space contact Williamson County Sheriff Ed Richards regarding jail in-mates participation in janitorial and landscape services.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To authorize County Auditor to advertise 10 o'clock a.m. on Tuesday, October 27, 1998, to open bids for landscape services and janitorial services.

Vote: Motion carried 4 - 0

AGENDA ITEM # 36

September 29, 1998

Consider awarding Capital Metro bid.

Commissioner Boatright advised the bid will be paid from Capital Metro funds for overlaying, sidewalks and handicapped ramps.

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To award Capital Metro bid to low bidder Wheeler Coatings Asphalt, Inc. of Round Rock in the amount of \$331,038.50.

Vote: Motion carried 4 - 0

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