



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 South Austin Ave
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

HOSTED SOLUTION SERVICE – WEB BASED BENEFIT ENROLLMENT SYSTEM FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 15RFP123
PROPOSALS MUST BE RECEIVED ON OR BEFORE:
MONDAY MAY 4, 2015 - 2:00PM
PROPOSALS WILL BE PUBLICLY OPENED:
MONDAY MAY 4, 2015 - 2:00PM

Williamson County is seeking a solution partner to provide a hosted, web-based information, enrollment, and tracking system for benefits, with the capability of real time reporting and compliance while being educational, user-friendly, and informative for Williamson County employees.

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 15RFP123. Specifications and Bid Form for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals are to be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Respondents should forward one (1) original, two (2) paper copies and one (1) CD or (1) USB copy of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

PROPOSAL NAME: Hosted Solution Service – Web based Benefit Enrollment System
PROPOSAL NO: 15RFP123
DUE DATE/TIME: MONDAY, MAY 4, 2015, ON OR BEFORE 2:00 PM
MAIL OR DELIVER TO: Williamson County Purchasing Department
Attn: 15RFP123 Hosted Solution Service – Web based Benefit Enrollment System Georgetown, TX 78626

Any questions, clarifications or requests for general information should be directed in writing to the contact listed below:

Kerstin Hancock, Deputy Purchasing Agent
RFP # 15RFP123 Hosted Solution Service – Web Based Benefits Enrollment System
901 S Austin Ave.
Georgetown, TX 78626
purchase@wilco.org or khancock@wilco.org

Question submittals must be made via email, and are due by 5PM CST on Friday, April 27, 2015. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting your Proposal to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any **addenda and/or other information** relevant to the RFP will be posted on the Williamson County vendor portal at the following link:
<http://wilco-online.org/ebids/bids.aspx>

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Response Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this Request for Proposal. No negotiations or modifications to the Proposals received will be allowed.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFP.

**HOSTED SOLUTION SERVICE – WEB BASED BENEFIT ENROLLMENT
SYSTEM
FOR WILLIAMSON COUNTY
PROPOSAL NUMBER: 15RFP123**

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the “County”) to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for these expenses.

All Proposals must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on Page 1. Proposals received after the submittal deadline will be considered void and unacceptable and returned to the Respondent unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE AND ELECTRONIC TRANSMITTALS WILL NOT BE ACCEPTED.

The **Respondent’s Proposal and all RFP requirements and Submittal Checklist** should be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this RFP may, at Williamson County’s sole discretion, render your Proposal null and void. Proposals will be opened and the names of Respondents read aloud in the Williamson County Purchasing Department, 901 S. Austin Ave. Georgetown, Texas 78626.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM
AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING
LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS**

Tentative Schedule of Events

Issuance of RFP	April 14, 2015
Deadline to Submit Questions	April 27, 2015 by 5:00PM
Conduct Interview/Best and Final Offer/Short List (optional)	May 11-13, 2015
Recommendation for Contract Award	June 16, 2015
Contract Effective Date	Day of Commissioners Court award
Implementation kick-off	June 22, 2015
System Go-Live Date	October 1, 2015

PRE-PROPOSAL INSPECTION

To the extent necessary and prior to the submittal, Respondents are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Proposal. If in the Pre-Proposal inspection the Respondent determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO RESPONDENTS

This RFP is to receive Proposals from qualified Respondents regarding the goods and/or services which Williamson County seeks to procure under this RFP.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 Definitions

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

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

2.2.2 Incorporation by Reference and Precedence

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

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

Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

2.2.3 Ownership of Proposal

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

2.2.4 Disqualification of Respondent

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

2.2.5 Funding

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

2.2.6 Assignment, Successors and Assigns

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

2.2.7 Implied Requirements

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

2.2.8 Termination

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

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods

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

2.2.10 Proprietary Information and 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. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, 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.

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

2.2.11 Right to Audit

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

2.2.12 Inspections and Testing

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

2.2.13 Proposal Preparation Cost

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

2.2.14 Indemnification

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

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

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON 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 WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS 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 JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

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

2.2.15 Waiver of Subrogation

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

2.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give 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 County in the results of the work only. 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. 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 County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

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

2.2.18 Force Majeure

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

2.2.19 Severability

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

2.2.20 Equal Opportunity

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

2.2.21 Notice

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

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

Respondent:

Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which

notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson 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 Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

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

2.2.24 Incorporation of Exhibits, Appendices and Attachments

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

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

2.2.26 No Waiver

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

2.2.27 Current Revenues

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

2.2.28 Binding Effect

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

2.2.29 Assignment

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

2.2.30 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. 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.

2.2.31 Contractual Development

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

2.2.32 Entire Agreement

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

2.2.33 Survivability

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

2.2.34 Payment

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

- (1) Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (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 Williamson County Auditor's Office,
Accounts Payable Department: accountspayable@wilco.org, (512) 943-1500.

2.2.35 Contractual Formation and Ensuing Agreement

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

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

2.2.36 Time for Performance/Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of thirty-six (36) months beginning on the date of Commissioners Court award. The system must be fully functional within ninety (90) days of the award. The go-live date will be October 1, 2015.

2.2.37 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within Williamson County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by Williamson County to be competitive with current market conditions. However, Williamson County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

2.2.38 Workers' Compensation Coverage Requirements

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the Proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

2.2.39 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal

matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

2.2.40 Confidentiality

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

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

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

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

3.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

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

3.2 Notification of Most Current Address

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

3.3 Proposal Preparation Cost

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

3.4 Signature of Respondent

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

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

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

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

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

If signature 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 prior to

contract award.

3.5 Assumed Business Name

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

3.6 Economy of Presentation

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

3.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

3.8 Compliance with RFP Specifications

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

3.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

3.10 Withdrawal of Proposal

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

3.11 Responsibility

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

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

Williamson County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

3.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order

number must appear on all itemized invoices and/or requests for payment.

3.13 Silence of Specifications

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

3.14 References

Williamson County requires Respondent to supply a list of at least three (3) references **within the last 4 years** where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years.

4. RESPONSE FORMAT AND SUBMISSION

4.1 Introduction

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

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

Please provide your Proposal response using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

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

4.2 Organization of Proposal Contents and Table of Contents

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

Each Proposal should be organized in the manner described below:

- a. Transmittal Letter
- b. Table of Contents
- c. Executive Summary
- d. Proposal Response to Criteria (see 5.0-5.5 Specifications & 7.3.2 Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
- e. Price Sheet form (Appendix A)
- f. References: Identification of three (3) references *within the last 4 years* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B of RFP)
- g. Statement of Compliance (Appendix C of RFP)
- h. Conflict of Interest Questionnaire (Appendix D of RFP)
- i. Proposal Affidavit and Addenda Acknowledgement (Appendix E of RFP)
- j. Signature Page (Appendix F of RFP)

- k. Attach your entities Sample Contract
- l. Williamson County's Technology project questionnaire for Vendor

4.3 Transmittal Letter

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

1. Name and address of individual or business entity submitting the Proposal;
2. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
3. Place of incorporation or organization, if applicable;
4. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
5. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
6. The Respondent's Federal Employer Identification Number;
7. A commitment by the Respondent to provide the services required by Williamson County;
8. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);
9. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact.

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

4.4 Executive Summary

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

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

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

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

4.5 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

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

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or

personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

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

Each Respondent must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an appendix to this RFP and must be completed, signed, and submitted prior to contract award.

4.6 Ethics

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

The Proposal is due no later than the submittal date and time set forth on Page 1 of this RFP, and should include each item identified on the Proposal Submittal Checklist page of this RFP.

4.7 Delivery of Proposals

All Proposals are to be delivered on or before the submittal deadline, as noted on Page 1 of this RFP, to:

Williamson County Purchasing Department
Attn: Hosted Solution Service – Web Based Benefit Enrollment System 15RFP115
901 S Austin Ave
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit **one (1) original, two (2) paper copies** and **one (1) CD or (1) USB** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number on the outside of the box or envelope and note "Sealed Proposal Enclosed."

FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

5. PROPOSAL SPECIFICATIONS

5.1 Background Information

The County has a self-funded Medical benefit program that provides benefits to its employees and dependents. The County has four (4) self-funded PPO Type Medical Plans administered by Aetna that differ by deductible and coinsurance amounts. The County has a Voluntary Benefit Vendor for Life Products and Flexible Savings Account. The County has approximately 1750 active employees and 100 Retirees.

The County is looking for an online enrollment system that will include an easy to use Benefits interface for the employee, the employer and vendors.

Should you have standard products which do not, in their entirety, meet the RFP, please feel free to quote based upon your standard package. However, you must specify any and all deviations in your quotation and the RFP on the "Statement of Compliance." It will be assumed that your Proposal is in compliance if deviations are not noted in the "Statement of Compliance."

Any prospective Respondent will be responsible for having qualified personnel and computerized systems capable of handling a case of this size and their plan of benefits. The Respondent must provide references and proof of the provider's ability to satisfactorily serve the County. **All Respondents must be completely HIPAA compliant - a statement of compliance is required with any Proposals submitted to the County.**

It is not the intent of Williamson County that any commissions are built into the Proposal. Commissions, fees or other reimbursement arrangements must be disclosed.

5.2 General Administrator Requirements

5.2.1 Benefit Enrollment System / Payroll

The County utilizes Oracle E Business Suite for Benefits, Payroll and HR.

5.2.2. Commission

No commissions or service fees shall be paid to any party without full disclosure.

5.2.3. Compliance with the Request for Proposal

All Proposals are to be prepared according to the Request for Proposal. Any item(s) your company cannot accommodate are to be disclosed in writing prior to binding acceptance by the County's benefits consultant and the County. Any deviations from this request are to be discussed with the County's benefits consultant in advance of the due date. After a commitment has been made by the County, the Respondent will be held responsible for all items contained in the specifications.

5.2.4. Effective Date

The effective date of the new contract(s) will be date of Commissioners Court award.

5.2.5. Specifications

Please provide your Proposal based on the specifications noted below.

5.2.6. Quoted Rates

A minimum rate guarantee of 36 (thirty-six) months is required. Please confirm this guarantee in your Proposal to

the RFP and denote any additional guarantees your company may wish to extend to the County. **It is the County's desire to have a three-year rate guarantee with the new administrator with the option to renew for up to two (2) additional one year periods provided renewal rates are acceptable and can be given within your Proposal. Multiple year, rate guaranteed contracts will receive preference.**

- a) The guaranteed period of time. Any adjustments on an annual basis must have an acceptable negotiable cap; and
- b) Must include a clause retaining the County's continuing right to terminate the contract at the end of the County's budget period; and
- c) A clause conditioning the continuation of the contract on the County's best efforts to appropriate funds for the payment of the contract.

5.2.7. Renewal Rates

The selected administrator is asked to deliver a rate adjustment no later than 90 days prior to the anniversary date each year. An adjustment request will be effective after approval of Commissioners Court.

5.2.8. Ownership of Records

All records, member files and miscellaneous data necessary to administer the plan shall be the property of the County. The County must have full data access to all County Information at all times.

5.2.9. Master Agreement

The County's purchasing Procedures stipulate that an approved ensuing Agreement must be negotiated and executed by the selected vendor prior to being presented to the Commissioner's Court for approval. All Respondents must supply the County with what they feel is an executable contract based upon the language and form of the sample agreement. Failure to do so may affect a Respondent's selection.

5.2.10. Changes and Amendments

If changes in the administration or servicing requirements are needed, such changes will be made in writing and deemed as an amendment to the contract.

5.2.11. Administrator Selection

The selection of the Hosted Solution Service – Web Based Benefit Enrollment System will be made on or by June, 2015.

5.2.12 Data Files

The County will require that a real time two way interface with the County's HR/Payroll System and the ability to generate electronic eligibility file feeds be sent to multiple providers in the format of the County's choice. The cost for the development of these interfaces and data file feeds should be included in the fees to the County within the RFP submittal. All costs associated with this process must be included in the Respondent's fees.

5.2.13 Biography

Please provide a brief biography or relevant experience on key personnel in management, claims, eligibility, and data processing.

5.2.14 Client Information

The Respondent data needed:

- 3 termed clients within last 5 years
- 2 new clients within last year
- 5 existing clients for 3 or more years

5.2.15 Awards

The award to the successful Respondent will be based upon responses to questions outlined in these specifications and an estimate of the quality and effectiveness of each Respondent's services. The evaluation criteria are outlined in Section 7.3.3 of this RFP.

5.2.16 Contract Requirements

The selected administrator must agree to add their Proposal response as an Addendum to the Administrative Service Agreement between the selected administrator and the County and agree to be bound contractually to all the requirements outlined in the Request for Proposal.

5.3 Required Services

This section will detail the functional requirements of the Hosted Solution Service – Web Based Benefits Enrollment System. The system must be accessible to employees, on the internet, from any PC, at any location. **Minimum Requirements must be met for consideration.**

Key System Requirements & Capabilities	Required Preferred NA
System Requirements	Vendor Results Met = ✓ Did not Meet = 0
Hosted Solution Service	Required
Online Enrollment	Required
Benefit Plan Eligibility	Required
Plan History – Employee & Employer View by Plan Year Elections	Required
Calculate Contributions	Required
Calculate imputed income	Required
Decision Making Tool	Required
Call Center	Required
Print/Email Benefit confirmation Statements	Required
Integrate with Carriers	Required
Passive Enrollment	Required
Cobra Interface multiple Providers	Required
FSA Interface	Required
System Capabilities	
Ability to establish 2 way file integration with County's Payroll/HR system.	Required
Maintain Compliance with Federal reporting	Required
Billing Audit/Reconciliation Tool	Required
Billing Reconciliation Reports	Required
Ad hoc Report Building	Required

Add Dependents	Required
Benefit Confirmation Statements Real Time Auto Generated	Required
Blast Emails	Required
Carrier Data Feeds	Required
Change Beneficiary – Employee Complete Online	Required
Customizable Benefit Confirmation Statements	Required
Consolidated Billing Reports	Required
Dynamic Benefit Plan Comparisons - Benefit by Benefit	Required
Employee Benefits Portal	Required
Employee Calculators	Required
Forms Posting – Employee ability to upload	
Forms Posting – Compliance ability to post all necessary required forms by the employer	Required
Multi-lingual Enrollment via the Web (Spanish)	Required
Passive Enrollment	Required
Payroll Data Feeds	Required
Select PCP	Required
Standard Reports	Required
Track Wellness Activity	Required
Track Wellness Incentives	Required
View Current Elections	Required
*Web-based Cobra Elections - Vendor needs to have employees make any COBRA, FSA elections online and transmit this information to the respective vendors / systems.	Required
*Web-based Enrollment for all Core Benefits	Required
*Web-based FSA Elections	Required
*Web-based Individual DI Enrollment	Required
*Web-based Individual Life Enrollment	Required
*Web-based Life Event Enrollment	Required
*Web-based New Hire Enrollment	Required
*Web-based Open Enrollment including off cycle	Required
*Web-based Retiree Elections	Required
*Web-based Spousal or Dependent Life Enrollment	Required
Access Benefit Plan History	Preferred
Automated Alerts - to Administrator(s)	Preferred
Automated Alerts - to Employees	Preferred
Avatar or Interactive Educational Tools	Preferred
Benefit Enrollment Surveys	Preferred
Call Center Enrollment	Preferred
Call Center Support during Enrollment	Preferred
Configurable Workflow	Preferred
Customized Educational Videos	Preferred
Customized Text and Branding	Preferred

Data Audits/Dependent Audits	Preferred
Decision Support Tools	Preferred
EOI Alerts	Preferred
EOI Tracking and Notification	Preferred
Fulfillment Services	Preferred
Generation of Completed Enrollment Forms via PDF	Preferred
Historical Reporting	Preferred
Instant Online EOI	Preferred
Mobile Functionality	Preferred
Participant Modeling	Preferred
Point-in-time Reporting	Preferred
Post Enrollment Employee Surveys	Preferred
Prefilled EOI forms	Preferred
Report Scheduler	Preferred
Screen Customization Capabilities	Preferred
Single Sign-on to Insurance Carrier/Carriers	Preferred
Verification Services	Preferred

***Web-based:** The system must be accessible to employees, on the internet, from any PC, at any location

5.4 Questionnaire

Questions must be answered in order to be considered for further evaluation.

5.4.1 General Company Information
5.4.1.1 Indicate what year the company was founded?
5.4.1.2 Describe the ownership structure.
5.4.1.3 Indicate if any of your owners are: HRIS or Payroll Vendor, Insurance Broker/Consultant, Insurance Carrier. If so, who are they?
5.4.1.4 What is your total number of W-2 employees?
5.4.1.5 What is the name(s) of your product(s) / service(s)? Indicate what enrollment platform you are using—proprietary or outside reseller.
5.4.1.6 Indicate the physical location(s) of where work is performed.
5.4.1.7 What do you consider your primary business?
5.4.1.8 What are the three most important features that distinguish your services from your competitors?
5.4.1.9 What size employer is your target client?
5.4.1.10 What is the total number of employer clients that you have for the services you are proposing?
5.4.1.11 What is the total number of employee records being managed on your enrollment system?
5.4.1.12 What is your average size client?
5.4.1.13 What is your smallest size client?
5.4.1.14 What is your largest size client?
5.4.1.15 How many clients do you have with less than 500 lives
5.4.1.16 How many client do you have between 501 and 1,000 lives
5.4.1.17 How many client do you have between 1,001 and 5,000 lives
5.4.1.18 How many clients do you have over 5,000 lives
5.4.1.19 How many new clients did you implement in 2014? What number of lives enrolled for those new clients represented?
5.4.1.20 How many clients did you lose in 2014? Indicate why.

5.4.1.21 Please indicate the future direction of your platform and services including planned functionality and high level timeframes
5.4.1.21.1 FSA / HRA / HSA / Transit administration
5.4.1.21.2 Other Services -- please list and describe
5.4.2 Enrollment Functionality
5.4.2.1 How does the system support dual Year processing?
5.4.2.2 Describe how new hire and life event changes that occur during the open enrollment period and after the open enrollment period through the end of the plan year are supported.
5.4.2.3 Describe how required changes to rates, coverage, and/or eligibility caused by the passage of time (temporal processing) are supported. Please include a list of the types of events (i.e. student status age out, age reduction)
5.4.2.4 Describe how transactions can be pended for approval.
5.4.2.5 Describe how passive or active enrollments can be supported including enforcement of waived coverages.
5.4.2.6 Can answers to dependent status verification questions drive dependent enrollment?
5.4.2.7 Describe your ad hoc reporting capabilities for the employer. Include real time reports and also any special reports you are able to do. Include any pricing differences for this service
5.4.2.8 Describe the Automated alerts for both employees and employer on changes / communications to their plan. Include any formats needed by the employer / employee to include.
5.4.2.9 Describe any avatars / educational tools you have for both employees and the employer.
5.4.2.10 Describe any single sign on process you have with your site and also the vendor sites
5.4.2.11 Describe any tracking of wellness activities and how this information would be communicated back to both the employee / employer.
5.4.2.12 Describe any single sign on process you have with your site and also the vendor sites
5.4.2.13 Describe any tracking of wellness activities and how this information would be communicated back to both the employee / employer.
5.4.2.14 Describe any audit or reconciliation tools to ensure the employer has a correct eligibility / bill.
5.4.2.15 Describe any call center capabilities your firm has either telephonically and/or online. Include any costs associated with this.
5.4.2.16 Describe any benefit comparison tools you have in the decision process for employees in selection coverage.
5.4.2.17 Describe how COBRA is supported for both terminations and COBRA qualifying events within the system utilizing an outside COBRA vendor
5.4.2.18 Describe the process to capture and change primary care physician information.
5.4.2.19 Describe any payroll calendar functionality in place to support a 26 payroll calendar for flexible spending account enrollment?
5.4.2.20 Does the system track and enforce rules related to combined basic and voluntary plan maximum and guarantee issue amounts?
5.4.2.21 Does the system calculate spouse life insurance rates based upon the spouse's age—not employee's age?
5.4.2.22 Does the system support variable rates for Tobacco/Nicotine rates.
5.4.2.23 Does the system support beneficiary designations on line?
5.4.3 Items related to Payroll calculations
5.4.3.1 Does the system accommodate multiple payroll cycles?
5.4.3.2 Describe the payroll calendar functionality and what transactions it supports for the payroll deduction file
5.4.3.3 Describe how you support arrears processing and the ability to generate an alert/email to notify Benefit Specialist
5.4.4 Items related to Data Tracking Information
5.4.4.1 Describe how you support address data validation:
5.4.4.1.1 Addresses
5.4.5 Self Service Functionality
5.4.5.1 Employee Capabilities:
5.4.5.1.1 Describe employee login process including how initial logins and passwords are set up and how

they are distributed to employees.
5.4.5.1.2 Describe how the system can support the usage of alternate id # as the login id.
5.4.5.1.3 Describe how a self-registration process works
5.4.5.1.4 Please describe in general from login to confirmation the online enrollment process for open enrollment and new hire enrollment.
5.4.5.1.5 Describe in general from notification to confirmation the online enrollment process for life events. Include a description of all possible ways to initiate the transactions.
5.4.5.1.6 Provide a list of all of the items an employee can view during the enrollment process. Indicate which of these items are configurable for viewing.
5.4.5.1.7 Provide a list of all of the actions that an employee can take through a year and indicate which of these items are configurable.
5.4.5.1.8 Describe in detail all automated notification capabilities and how they can be configured
5.4.5.1.9 Describe how multiple languages (Spanish) can be accommodated and which ones are currently available.
5.4.5.1.10 Describe employee survey capabilities that are available
5.4.5.1.11 Can the system be customized for look and feel--please describe
5.4.5.1.12 Can the system produce a printable confirmation statement with custom disclosure language for mailing, pdf and email notification capabilities.
5.4.5.1.13 Describe confirmation process including electronic signature process
5.4.6 HR / Benefit Administrator capabilities:
5.4.6.1 Provide a list of all of the HR/administrator functions available.
5.4.6.2 Describe the way the system supports workflow related to obtaining required documentation for life event changes.
5.4.6.3 Please describe HR administrator system responsibilities.
5.4.6.4 Please describe the extent that role based security is configurable.
5.4.6.5 Describe any HRIS capabilities are available.
5.4.7 Reporting Capabilities:
5.4.7.1 Describe how the reporting functionality works:
5.4.7.1.1 Provide a list of standard reports
5.4.7.2. Describe:
5.4.7.2.1 ad hoc reporting tool
5.4.7.2.2 ability to customize for clients
5.4.7.2.3 ability to schedule reports to run automatically on specified dates/time.
5.4.7.2.4 Point in time reporting
5.4.8 Implementation and ongoing support
5.4.8.1 Ongoing support
5.4.8.1.1 Describe in detail the qualifications and roles and responsibilities of the team that will be assigned for ongoing support. Indicate if the implementation team is the same as the ongoing support team—If not, how do you manage a smooth transition from one to another?
5.4.8.2 Describe how you support clients ongoing including regularly scheduled meetings, and open issues management processes. Include your support teams standard expected response time and standard hours of support.
5.4.8.2 Enhancement processes
5.4.8.2.1 Is workflow integrated in your software?
5.4.8.2.2 How is an enhancement request, submitted by a client, tracked from initial request through production release? Define the approval process between project phases and estimated timelines.
5.4.8.2.3 What is the communication strategy to keep a client apprised of enhancement work progress/status?
5.4.8.3 New Client Implementations
5.4.8.3.1 Describe your standard new client implementation process including standard timeline and implementation team structure.
5.4.8.3.2 Describe in detail the qualifications and roles and responsibilities of the team that will be assigned should you be awarded the contract.
5.4.8.3.3 Include any implementation documentation that you utilize.

5.4.8.3.4 Describe the staging process for new clients to go from configuration to live.
5.4.9 Data Transfer Capabilities (EDI)
5.4.9.1 Census Data
5.4.9.1.1 Describe the import process for census information including frequency, and error process.
5.4.9.1.2 Describe how you can support manual entry of census information. (new hires, emergency adds) Describe how the eventual file import is reconciled to avoid duplicate records
5.4.9.2 Enrollment Data
5.4.9.2.1 Describe the data transfer process to carriers/administrators including implementation, testing, frequency and error processes. Indicate who performs which tasks.
5.4.9.2.1.1 Indicate which carriers/administrators you are currently transmitting data to.
5.4.9.2.2 Describe how you are compliant with HIPAA EDI transaction standards.
5.4.9.3.1 Describe the data transfer process to payroll systems including implementation, testing, frequency and error processes. Indicate what audit processes you have to synch up the payroll deduction file with payroll given the payroll file is a changes only file. Indicate who performs which tasks.
5.4.9.2.2.1 Provide a list of HRIS/payroll systems for which you have established interfaces.
5.4.10 Billing and Reconciliation Capabilities
5.4.10.1 Describe your billing and reconciliation capabilities for list bill, self-bill, and individual billings.

Please also refer to Williamson County’s Technology Project Questionnaire Exhibit A. It is not required/mandatory that all the questions in Exhibit A be answered. Please provide responses to only those questions that are relevant to the solution being provided.

6. CONTRACT ADMINISTRATION

Shelley Loughrey, Benefits Administrator (or successor), Williamson County, 301 SE Inner Loop, Ste 108, Georgetown, TX shall serve as Williamson County’s Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

7.2 Price Proposal

The Respondent must utilize the form provided in the Appendix below in its submission of a Price Proposal in response to this RFP. The Price Proposal should be included in each copy of the Proposal. Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County’s sole discretion, result in the Respondent’s disqualification.

7.3 Proposal Evaluation and Selection

7.3.1 Evaluation/Selection Criteria

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 Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

7.3.2 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 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 on the basis of 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 following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

Proposals received will first be examined based upon the criteria set forth in section 5.2.17. All required criteria in this section will have to be met in order to be considered. Once all required criteria have been met, proposals will be scored based upon criteria on the following page. Scoring may also be based on total information gathered by Williamson County at its discretion, including but not limited to respondent's ability to perform "without delay or interference"; respondent's "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."

		Possible Points	Points Achieved
1	Firm's Qualifications and Capabilities	4	4
	Brief Description of Firm		
	Identify legal entity	1.0	1.0
	Call Center Hours	1.0	1.0
	Organization Structure	1.0	1.0
	System ownership	1.0	1.0
2	Employer Capabilities	20	20
	Brief Description of capabilities for employer		
	Ability to produce consolidated bill	1.5	1.5
	Provide data interface feeds to/from Oracle and then provider data interface	2.0	2.0
	Compliance Posting Requirements ACA and Compliance Reporting Requirements	2.0	2.0
	Educational information/videos	3.0	3.0
	EOI tracking and reporting back to employer	2.0	2.0
	Open Enrollment Capabilities	5.0	5.0
	Wellness Tracking	2.0	2.0
	Dependent Audits	2.5	2.5
3	Reporting	10	10
	Real time reporting	5.0	5.0
	Adhoc reporting capabilities	2.5	2.5
	Standard reporting/ number types of reports	2.5	2.5
4	Employee Capabilities	26	26
	View Benefits	4	4
	Provide benefit statements/confirmation	4.0	4.0
	Educational materials	3.0	3.0
	Qualified Life Events	2.5	2.5
	Decision Support tools	2.0	2.0
	Online Forms availability/SPDs	2.5	2.5
	Mobile Functionality	3.0	3.0
	Single Sign On	5.0	5.0

5	Cost	40	40
	Implementation cost/spread through time	10	10
	PEPM Costs	15	15
	Additional Costs	15	15
	Total Points	100	100

Williamson County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL. YOU MUST PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS RFP TO ENSURE CONSIDERATION OF YOUR PROPOSAL. USE PROPOSAL SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

Proposal Submittal Checklist
RESPONDENT SHOULD COMPLETE AND RETURN THIS
“PROPOSAL SUBMITTAL CHECKLIST” WITH YOUR PROPOSAL.

The Respondent’s attention is especially called to the items listed below (return pages marked with red border), which should be submitted in full as part of Respondent’s Proposal. Failure to submit any of the documents listed below as a part of your Proposal, or failure to acknowledge any Addendum in writing with your Proposal, or submitting a Proposal on any condition, limitation, or provision not officially invited in this RFP may serve, at Williamson County’s sole discretion, as cause for rejection of the Proposal. The County reserves the right to request that any Respondent clarify its Proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal.

Respondent should check each box below indicating compliance.

- Transmittal Letter
- Table of Contents of the Proposal
- Executive Summary of Respondent’s Proposal
- Proposal and Response to Criteria
- Price Sheet form (Appendix A)
- References: Identification of three (3) references *within the last 4 years* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B)
- Statement of Compliance (Appendix C)
- Conflict of Interest Questionnaire (Appendix D)
- Proposal Affidavit and Addenda Acknowledgement (Appendix E)
- Signature Page (Appendix F)
- File copy of **Assumed Name Certificate** - *If Proposer is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk.*
<https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>
- One (1) original, two (2) paper copies and one (1) CD OR (1) USB copy of the Proposal should be mailed to or delivered on or before the Proposal submittal deadline, to the Williamson County Purchasing Department, 901 S Austin Ave Georgetown, TX 78626.
- A copy of your **SAMPLE CONTRACT**
- Williamson County Technology Project Questionnaire for Vendor**

RESPONDENT SHOULD SIGN AND RETURN THIS PAGE WITH ITS PROPOSAL

Company

Address

Authorized Representative (Please print)

Authorized Signature

**APPENDIX A FEE SCHEDULE AND FINANCIAL
ARRANGEMENT
HOSTED SOLUTION SERVICE – WEB BASED BENEFIT ENROLLMENT
SYSTEM**

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

The Plan Sponsor and the Vendor hereby agree to the compensation schedules set forth below as being the sole compensation to the Vendor for the performance of its obligations under this Agreement. Monthly fees are based upon Plan Participant enrollment as of the beginning of each month. Except as otherwise provided in this Agreement, the fees of the Vendor stated in this Fee Schedule are guaranteed for the initial ____ year term of this Agreement (November 1, 2015 through October 31, 20__). This Agreement may be renewed after the initial term for a maximum of ____ successive 12 month periods. For each such 12 month renewal period, Vendors' fees stated below will increase ____% for each 12 month period.

Administration fee of \$_____ per Plan Participant per month, which fee shall include services for all benefit administration and enrollment services chosen by Williamson County.

B. A onetime implementation fee of \$_____ for plan set up and programming.

C. Hourly fee of \$_____ for special reporting. Such services must be agreed to in advance by the Plan Sponsor.

D. Flat fee of \$_____ for additional carrier feeds as noted by vendor. Such fees must be agreed to in advance by the Plan Sponsor.

E. Additional fee of \$_____ for non-standard services. Such services must be agreed to in advance by the Plan Sponsor.

**APPENDIX A FEE SCHEDULE AND
FINANCIAL ARRANGMENT
HOSTED SOLUTION SERVICE – WEB BASED
BENEFIT ENROLLMENT SYSTEM**

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Respondent
Name: _____

Address: _____

Fax:

Telephone: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

APPENDIX B
RESPONDENT REFERENCES
HOSTED SOLUTION SERVICE – WEB BASED BENEFIT ENROLLMENT
SYSTEM

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were provided **in the last 4 years.**

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address : _____

Contact Person and Title: _____

Phone : _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

**APPENDIX C
STATEMENT OF COMPLIANCE**

Please submit as a part of your Proposal the following information:

RE: WILLIAMSON COUNTY

We hereby acknowledge receipt of Request for Proposal for Health Related Services for Williamson County Benefit Enrollment Proposal Number: 15RFP101 (the "RFP") and certify that our Proposal conforms to the RFP except as detailed below:

If signature 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 prior to contract award.

Organization

Signature

Date

Title

APPENDIX D CONFLICT OF INTEREST QUESTIONNAIRE

For Respondent or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

**APPENDIX D
CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Yes No
Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

B. Yes No
Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

C. Yes No
Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

Date: _____, 20____

APPENDIX E
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA

ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____

The undersigned certifies that the IFB and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price negotiated, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (Name of Signer), who after being by me duly sworn, did depose and say:

"I, _____ (Name of Signer) am a duly authorized officer of/agent for _____ (Name of Proposer) and have been duly authorized to execute the foregoing on behalf of the said _____ (Name of Proposer).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a proposal or not to submit a Proposal thereon."

Name and Address of Proposer:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for

APPENDIX F SIGNATURE PAGE

This Proposal shall remain in effect for ninety (90) calendar days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Respondent agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, in accordance with the Specifications, Terms and Conditions contained in the RFP, and all other items made a part of this RFP.

The undersigned affirms that he or she is duly authorized to execute this Proposal and that by executing this Proposal, Respondent understands, acknowledges and agrees that the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County upon selection. Respondent represents to Williamson County that Respondent has not prepared this Proposal in collusion with any other Respondent, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not to submit a Proposal thereon.

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Williamson County Purchasing

Address:

901 S Austin Ave
Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

