



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 S. AUSTIN AVE.
GEORGETOWN, TEXAS 78626

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

REQUEST FOR PROPOSAL (RFP)

AUDIT AND ACCOUNTING SERVICES

PROPOSAL NUMBER: 15RFP113

PROPOSALS MUST BE RECEIVED ON OR BEFORE: JUNE 29, 2015 – AT 2:00 PM

PROPOSALS WILL BE PUBLICLY OPENED: JUNE 29, 2015 – AT 2:00 PM

NON- MANDATORY PRE-PROPOSAL CONFERENCE: JUNE 17, 2015 AT 2:00 PM
AT 901 S. AUSTIN AVE., GEORGETOWN, TX 78626

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 15RFP113 Audit and Accounting Services. Specifications 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 shall forward one (1) original, and one (1) CD 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: **AUDIT AND ACCOUNTING SERVICES**

PROPOSAL NO: **15RFP113**

DUE DATE/TIME: **JUNE 29, 2015 ON OR BEFORE 2:00 PM**

MAIL OR DELIVER TO: **Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626**

All Respondents interested in submitting a Proposal are encouraged to attend the Non-Mandatory Pre-Proposal conference on June 17, 2015 at 2:00 p.m. at Williamson County Purchasing Department, 901 South Austin Ave., Georgetown, TX. 78626

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

Brenda Fuller, Senior Purchasing Specialist
RFP # 15RFP113 Audit and Accounting Services
901 S. Austin Ave
Georgetown, TX 78626
brendafuller@wilco.org and purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on JUNE 24, 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.
AUDIT AND ACCOUNTING SERVICES**

PROPOSAL NUMBER: 15RFP113

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 TRANSMITTALS WILL NOT BE ACCEPTED.

The **Respondent's Proposal and all RFP requirements and Submittal Checklist** must 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, 301 SE Inner Loop, Suite 106, 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 | JUNE 9, 2015 |
| Pre-Proposal Meeting | JUNE 17, 2015 |
| Deadline to Submit Questions | JUNE 24, 2015 |
| Proposal Submission Deadline (Late Proposals will not be considered) | JUNE 29, 2015 |
| Proposals Distributed to Evaluation Committee | JUNE 29, 2015 |
| Evaluation Committee to Tabulate Scoring and Determines Short List | JULY 6, 2015 |
| Conduct Interview/Best and Final Offer/Short List (optional) | JULY 6-10, 2015 |
| Recommendation for Contract Award | JULY 21, 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.

2.23 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 thirty (30) 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 effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

2.2.28 FOB – Destination

To the extent applicable to this RFP, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Proposal, unless otherwise specified in the RFP. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

2.2.29 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.

2.2.30 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.

2.2.31 Safety

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

2.2.32 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.

2.2.33 Estimated Quantities

To the extent applicable to this RFP, the estimated quantity of each item listed in this RFP is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Proposal.

2.2.34 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.

2.2.35 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.

2.2.36 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.

2.2.37 Air Quality

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

Option – TLGC § 271.907. This option allows the County to evaluate Proposals and give preference to goods and/or services of a Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will 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. Respondents are expected to meet all mandated state and federal air quality standards.

2.2.38 Payment

Unless specified otherwise in this RFP or an ensuing Agreement, the following provision shall control the County's method of 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 JUNE 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

2.2.39 Economic Adjustment

To the extent applicable and in the event that the price for a commodity changes significantly, the County reserves the right to allow a price increase. The Successful Respondent's request must include evidence from the goods supplier or manufacturer detailing the price adjustment, the effective date of the adjustment, and any other information requested by the Purchasing Department to verify the adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Successful Respondent's profits, labor or other overhead. An adjustment request will be effective after Commissioners Court approval. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any materials or goods delivered by a Successful Respondent at a not agreed upon price are done so at the Successful Respondent's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

2.2.40 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 for the County's review and consideration.

2.2.41 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 August 1, 2015 and ending July31, 2018.

2.2.42 Contract Extensions

The Williamson County Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, this 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 this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of this 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 Successful Respondent may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Respondent agree that termination shall be the Successful Respondent's sole remedy under this circumstance.

2.2.43 Performance and Payment Bonds

To the extent this RFP is for the procurement of a public work contract, the following shall apply:

Chapter 262.032 of the Texas Local Government Code governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract.

Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to being awarded the Contract**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Respondent's unit price.

If the public works contract is less than \$50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

2.2.44 Workers' Compensation Coverage Requirements

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Williamson County. The rule requires Williamson County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the RFP specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061.

The information provided below is a result of this rule. By submitting your Proposal to the County, you are acknowledging that this rule is a part of these RFP specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Proposal be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Kerstin Hancock
Assistant Purchasing Agent (or successor)
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

- (1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
- (2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
- (3) Contractor--A person bidding or making a proposal for or awarded a building or construction project by Williamson County.
- (4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.
- (7) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to

perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:

- (1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

2.2.45 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.

3.0 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 with the Proposal.

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 with its Proposal.

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. Modification or withdrawal of the Proposal in any manner will not be considered if submitted after the deadline.

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 Firm Pricing

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

3.13 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.

3.14 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.

3.15 References

Williamson County may require Respondent to supply a list of at least three (3) references 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. The name of firm, address, phone number and name of a representative to contact must be provided.

4. RESPONSE FORMAT AND SUBMISSION

4.1 Introduction

Each Proposal submitted in response to this RFP must 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.

4.3 Transmittal Letter

The Respondent must 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 must 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 must 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 must not include any information concerning the cost of the Proposal.

The Respondent must 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 must 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 must 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 must 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 must briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also must 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 with your Proposal.

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.

4.7 Proposal Submittal

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

4.8 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
Max Bricka, Purchasing Agent (or successor)
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, seven (7) complete paper copies and one (1) CD 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

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- 9.11 Work Area
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NOTE: 2014 Comprehensive Annual Financial Report Available On Website

5.11 Purpose

Williamson County seeks proposals in response to this Request for Proposal (RFP) from qualified and experienced public accounting firms (hereinafter referred to as “proposers” or “the proposer”) whose principal officers are independent certified public accountants. The objectives of this RFP are: (1) to obtain audit services for performance of Williamson County’s annual financial audit in accordance with generally accepted auditing standards, and (2) to obtain other related services as stated herein.

5.12 Inquiries from Proposers

Questions related to this RFP must be made to:

Williamson County Auditor
Attn: Julie Kiley
710 S. Main Street, Suite 301
Georgetown, Texas 78626
(512) 943-1552
jkiley@wilco.org

Proposals should be returned in sufficient time so as to be received prior to 2:00 p.m. on **June 29, 2015**. It is the proposer’s responsibility to ensure that they have received any and all addenda related to the proposal. It shall be the sole responsibility of the proposer to ensure that their proposal is received by Williamson County within the time limit indicated. Late proposals will not be considered.

5.13 Cost Incurred in Responding

All costs directly or indirectly related to preparation of a response to this RFP, any oral presentations required supplementing and/or clarifying a proposal, and/or reasonable demonstrations which may be, at its discretion, required by Williamson County shall be the sole responsibility of and shall be borne completely by the proposer.

5.14 Response Instructions

One (1) original proposal and seven (7) complete copies of your proposal should be returned in a sealed envelope bearing the name and address of the respondent. Your proposal may be mailed or hand delivered as follows:

Williamson County Purchasing Department
Brenda Fuller, CPPB
Senior Purchasing Specialist
901 South Austin Ave.
Georgetown, Texas 78626

Proposals received by facsimile transmission will not be considered.

5.15 Proposal Acceptance Period

All proposals must include a statement that they are valid for a minimum period of 90 days subsequent to the RFP closing date.

5.16 Evaluation Procedures

Audit Committee

Proposals submitted will be reviewed by the Audit Committee that is appointed by the Williamson County Commissioners Court. The Audit Committee is expected to meet during the period of **June 29 through July 10, 2015** and formulate their recommendations to the Commissioners Court. It is anticipated that the

Commissioners Court will select a firm at their meeting on **July 21, 2015** and the successful firm will be notified as soon as practicable thereafter.

Selection Criteria

Proposals will be evaluated using three sets of criteria. Firms must meet the mandatory criteria in order for their proposals to be evaluated for technical qualifications. Evaluation of the firm's technical qualifications will be of primary importance. Award of a contract may be made without discussion with the proposer after proposals are received. Proposals should therefore be submitted on the most favorable terms. The following represent selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm is an independent and licensed to practice in Texas.
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding three years.
- c. The firm has no conflict of interest with regard to any other work performed by the firm for the County.
- d. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- e. The firm submits a copy of its last external quality control review report, including any letter of comments and the firm has a record of quality audit work.

2. Technical qualifications (100 pts)

- a. (35 pts) Demonstrated experience, qualifications, and professional activities of the audit team and the firm, including technical expertise of supervisory staff available to perform on-site work and resources readily available to the firm in key areas for Williamson County. These key areas include specialization in local governments (especially counties) and the single audit act as pertains to federal financial assistance. In addition, the county requires that two GFOA graders for the Certificate of Achievement Program be on staff and available to Williamson County as necessary. The county also requires at least four (4) years experience with the Certificate of Achievement Program.
- b. (30 pts) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation. Responsiveness of the proposal in clearly stating an understanding of the work to be performed; responsiveness to terms and conditions, including scheduling; completeness and thoroughness of the technical data and documentation.
- c. (25 pts) Commitment to Governmental Accounting and Auditing---The demonstration of the firm's commitment to governmental issues by knowledge of current issues and membership in related organizations such as the Government Finance Officers Association and the Texas Association of Counties. In addition, the firm's ability to communicate to the client changes in regulations or the environment.
- d. (10 pts) Firm's ability to provide accounting research and compliance services as requested.

3. Price Consideration

Cost will not be a part of determining the ranking order. Cost will be considered primarily to ensure that professional fees are consistent with and not higher than published, recommended practices and fees of the profession.

During the evaluation process, Williamson County reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the Audit Committee or the Commissioners Court, firms submitting a proposal may be requested to make oral presentations as part of the evaluation process.

5.17 Additional Information

Weaver and Tidwell, L.L.P. has conducted this audit for the past 5 years and they and Williamson County have not had any disagreements.

Williamson County reserves the right to require additional technical and pricing information during the evaluation period. Each proposal must designate person(s) who will be responsible for answering technical and contractual questions.

Williamson County reserves the right to retain any proposal submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Williamson County and the firm selected.

Williamson County reserves the right to reject portions of the proposal related to any services as covered in sections 4.7 and 4.8 and retain the portions related to audit services.

5.18 Negotiations

Williamson County reserves the right to negotiate all elements of a proposal to ensure that the best possible consideration be afforded to all concerned.

Williamson County reserves the right without prejudice to reject any or all proposals and to re-solicit for services.

5.19 Release of Information

Information submitted by the proposer shall not be released by Williamson County during the proposal evaluation process or prior to contract award.

5.20 Contract Incorporation

Proposers should be aware that the contents of the successful proposal will become a part of any subsequent contractual document that may arise from this RFP. Failure of a proposer to accept this obligation may result in the cancellation of any award.

5.21 Rights and Remedies

The rights and remedies of Williamson County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under any subsequent contract.

5.22 Contract Payment/Compliance Statement

Payment for audit services will be made based on an all-inclusive, not-to-exceed fee estimate, containing all direct and indirect costs including all out-of-pocket expenses, with progress payments as mutually determined to be appropriate. These payments shall be based upon completion of phases of work.

Payment for all services other than audit, specifically those described as "accounting research and compliance" and "special projects" will be made upon terms to be agreed upon prior to the inception of such services.

5.23 Progress Reports

The successful proposer shall submit progress reports to or hold periodic meetings with the County Auditor as agreed upon by Williamson County and the proposer. The information provided in these reports should be sufficiently detailed to provide assurance that the audit is on schedule.

5.24 Publicity

Any publicity, news releases, and/or advertising pertaining to this RFP and/or awarding of any contract relating to the RFP may not be made without prior written approval of Williamson County.

6.0 Proposal Format

6.1 Required Sections

Proposals must be submitted containing the following sections in the order indicated:

- Cover letter
- Executive Summary
- Table of Contents
- Firm Background, Principal Officer's, and Prior Experience
- Specific Audit Approach
- Proposed Schedule
- Additional Data and Other Information
- Concluding Remarks
- Cost Proposal
- Signed and completed Williamson County Conflict of Interest Statement and Proposal Form

6.11 Cover Letter

This section should contain the name of the proposing firm, the address of the proposing office, and contact persons authorized to answer technical, price, and/or contract questions together with their telephone number and mailing address. The cover letter must also be signed by a partner authorized to bind the company.

6.12 Executive Summary

Prefacing the proposal, an executive summary should be provided which gives in brief, concise terms a summation of your proposal. Identify the points that make your firm uniquely qualified for this engagement. Include statements identifying the firm's understanding of the services to be performed.

6.13 Table of Contents

The Table of Contents shall include an index of the proposal contents and attachments.

6.14 Firm Background, Principal Officers and Prior Experience

Firm Qualifications and Experience

This section should state:

1. the type of business entity,
2. the size of the firm,
3. the size of the firm's governmental audit staff,
4. the location of the office from which the work on the audit engagement is to be performed,
5. the number and nature of the professional staff to be employed in the audit engagement on a full-time basis, and
6. the number and nature of the staff to be so employed on a part-time basis.

Any planned or proposed use of subcontractors must be clearly documented in the firm's proposal. The proposer selected will be required to serve as the "primary" contractor and shall be completely responsible for all contract services performed and shall specifically assume liability for any and all such services provided by

subcontractors. Each subcontractor may be required to submit information as required by proposers in this section (2.5).

The firm is also required to submit a copy of most recent external quality control review, with a statement whether that quality control review included a review of specific local government and single audit act engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with state regulatory bodies or professional organizations.

Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who will be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Texas. The firm also should provide information on the governmental auditing experience of each person, including information on relevant continuing professional education for the past three years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, and experience and training (including relevant continuing professional education) of the staff to be assigned specifically to this engagement. The firm should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, and other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express written permission of Williamson County. However, in either case, Williamson County retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express written permission of Williamson County, which retains the right to approve or reject replacements.

The firm should provide as much information as possible regarding the number, qualifications, and experience and training of the staff to be assigned to provide the services requested under sections 4.7 and 4.8 of the RFP.

Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant audit engagements (maximum of 5) performed in the last three (3) years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of relativity to the current proposal. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

Independence

The proposing firm should provide an affirmative statement that it is independent of Williamson County as defined by generally accepted auditing standards.

Other

This section should include a discussion of your previous experience with the Certificate of Achievement Program of the Government Finance Officers Association (GFOA). It is required that at least two GFOA graders for the Certificate of Achievement Program be on staff and available to assist Williamson County staff with this program. It is also required that the firm and/or staff have at least four (4) years experience with the Program.

6.15 Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed to perform the audit services required in this RFP. In developing the work plan, reference should be made to sources of information used to develop the work plan.

Proposers will be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement.
2. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
3. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
4. Extent of use of EDP software in the engagement.
5. Type and extent of analytical procedures to be used in the engagement.
6. Approach to be taken to gain and document an understanding of Williamson County's internal control structure.
7. Approach to be taken in determining laws and regulations that will be subject to audit test work.
8. Approach to be taken in drawing audit samples for purposes of tests of compliance.

The proposal should also identify in this section any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from Williamson County.

A separate statement of the firm's approach to and understanding of the provision of technical assistance and advice concerning accounting and auditing issues that may arise during the course of the audit should be included. In addition, a discussion of the firm's approach to the level and amount of the County Auditor's staff support necessary to complete the work as outlined in the proposal should be included.

6.16 Proposed Schedule

Comment on the firm's ability to meet the timelines indicated in the RFP and present a schedule of when information to be provided by Williamson County should be available. The proposer should provide any recommended changes to the schedule that might be required to enhance the timelines and quality of the engagement.

6.17 Additional Data and Other Information

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is no additional information to present, state in this section, "There is no additional information we wish to present."

6.18 Concluding Remarks

This section shall contain any final remarks or elaboration which the proposer believes is important for a clear understanding of the proposed services and/or the proposer's capabilities.

6.19 Cost Proposal

Payment for audit services will be made based on an all-inclusive, not-to-exceed fee estimate, containing all direct and indirect costs including all out-of-pocket expenses, with progress payments as mutually determined to be appropriate. The contract will be a three-year contract with the option to renew for a fourth, and fifth year.

Payment for all services other than audit, specifically those described as "accounting research and compliance" and "special projects" will be made upon terms to be agreed upon prior to the inception of such services.

The Cost Proposal should include for each of the three years and the possible fourth and fifth year the following information:

1. Total estimated hours and an all-inclusive, not-to-exceed fee estimate, containing all direct and indirect costs including all out-of-pocket expenses, for the audit of the financial statements; break down total estimated hours by staff level (e.g. partner, manager, senior, etc.) and show billing rates for each level;
 - a. Option A - Auditor types, edits, and provides camera-ready copy of the CAFR.
 - b. Option B - County types, edits, and prints CAFR. Auditor performs two detailed reviews of CAFR report draft.
2. In addition, the firm should include a not-to-exceed fee estimate, containing all direct and indirect costs including all out-of-pocket expenses, for “accounting research and compliance” services (sections 4.7) that are of an ongoing nature; and a schedule of billing rates by staff level for any “requested” services (sections 4.7) not of an ongoing nature and;
3. In addition, the firm should include a schedule of billing rates by staff level for any “special projects” (section 4.8) that may be requested.

7.0 Overview of Williamson County

7.1 General

Williamson County is a political subdivision of the State of Texas. It has no legislative powers, and very restrictive judicial and administrative powers. The County serves an area of 1,135 square miles with an estimated population of 471,014. The governing body of the County is its Commissioner’s Court made up of the County Judge and four Commissioners. Williamson County provides many varied services for the public it serves. Among these services are judicial, detention facilities, public safety, infrastructure services, flood control, emergency services, park services, animal services, health and limited social services, and general administrative services.

The auditor’s principal contact with Williamson County will be David Flores, County Auditor, or a designated representative, who will coordinate the assistance to be provided by Williamson County to the auditor. Contact 512-943-1500 for additional information.

Williamson County’s budget is required by state law to be adopted before the tax rate is adopted.

The majority of County offices and records are located in Georgetown. There are also offices located in outlying areas in the County.

More detailed information on the government and its finances can be found in the most recent CAFR which are available on the County website – <http://wilco.mygovcenter.com> then click on the Financial Reports Tab.

7.2 Audit Assistance

The auditor will obtain, prepare or provide to the County the draft and final camera-ready copy of the financial statements, notes to the financial statements, all required supplementary schedules, and statistical data. The auditor will provide an electronic version (PDF file) of the final report. The County may choose to type, edit, and print the CAFR. If the County elects to prepare CAFR, the auditors will perform at least two detailed comprehensive reviews of the report drafts to ensure compliance with the GFOA’s certificate program. The auditor shall adjust the audit fee IF THE County Chooses to type, edit, and print the CAFR. (Refer to section 2.10).

The County staff personnel will be available to provide reasonable documentation and assistance with such other records that the auditor may need. The preparation of confirmations will be the responsibility of the County. The county plans to prepare the trial balances. All schedules to be prepared by the county should be submitted by written list on or before June 30th of each year.

7.2 Data Management

The general accounting ledgers are maintained on a relational database system utilizing software provided by Oracle. The modules include General Ledger, Payroll, Accounts Payable, Purchasing, Grants/Projects, Receivables, Treasury and Assets. The auditors will have inquiry access to the computer system as needed. The auditor will be able to print reports. To the extent possible, schedules or reports prepared by the County will be provided in an electronic format.

8.0 Nature of Services Required

8.1 General

8.11 Williamson County is requesting proposals from qualified public accounting firms to audit its financial statements for the fiscal years ending September 30, 2015, 2016, and 2017 with Williamson County having the option to extend the engagement to audit Williamson County financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposal.

8.12 Williamson County also requests proposals for accounting services other than audit as detailed in section 4.7.

8.2 Scope of Work to Be Performed

Williamson County desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The "Required Supplementary Information" and "Supplemental Schedules" in the financial section of the comprehensive annual financial report must be subjected to the auditing procedures applied to the basic financial statements to enable the auditor to issue an "in-relation-to" opinion as part of the auditor's opinion letter. The auditor is not required to audit either the actuarial or statistical section of the report.

The auditor's examination and related opinion letter must fulfill the minimum standard requirements to comply with the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program.

The auditor should be familiar with and prepared to advise county staff on how best to implement both current and proposed GASB Statements.

8.3 Auditing Standards to Be Followed

To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States and Local Governments, as well as examination for compliance with procedures established by State and Federal laws or regulations.

8.4 Reports to Be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

8.4.1 A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.

8.4.2 A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.

8.4.3 A report on compliance with applicable laws and regulations, including those related to major and non-major federal and state financial assistance programs.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

The auditor shall be required to make an immediate, written report of all irregularities and illegal acts of which the auditor becomes aware to the Williamson County Commissioners Court.

The auditor shall provide an original of the Report of Independent Auditors (Auditor's Opinion Letter) to the County Auditor no later than February 15 of each year.

8.5 Special Considerations

Williamson County will submit its Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the auditor will be required to provide assistance to Williamson County to continue to meet the requirements of the program to include assisting with prior year comments. The proposing firm should take into consideration the probability of providing this assistance in the firm's all-inclusive, not-to-exceed fee estimate. The fiscal year ending September 30, 2015 will be the 23rd year Williamson County has participated in the awards program.

8.6 Preparation of CAFR

The auditor prepares all information included in the Comprehensive Annual Financial Report (CAFR). Williamson County reviews this information and approves it prior to printing. Because the CAFR must be released within six months after the fiscal year end (September 30) to be eligible for the GFOA Certificate of Achievement, coordination of schedules will be required between the auditor and the County Auditor. A listing of activities and critical dates is provided in section 6.0.

8.7 Accounting Research and Compliance Services

Williamson County requests the firm to provide accounting research and compliance services. The services will include:

- 8.7.1 Ongoing: Timely notification of changes proposed or initiated by GASB, FASB, etc. that may affect Williamson County;
- 8.7.2 Written responses to specific Williamson County questions relating to accounting or reporting issues affecting Williamson County;
- 8.7.3 Upon request, provide guidance and opinions on interpretation and implementation of GASB statements and other accounting rules or pronouncements affecting Williamson County and;
- 8.7.4 Upon request, provide opinions on and response to exposure drafts of proposed GASB statements that may affect Williamson County.

Williamson County will make all requests for services under sections 8.7.2, 8.7.3, and 8.7.4 above in writing.

Special Projects

Proposers will be requested under separate engagement to perform an audit of the Juvenile Services Grants (TJJD), the Community Corrections Department, Avery Ranch Road District #1, and Williamson County Conservation Foundation IRS Form 990. Two new Road Districts have been created and will have financial

reporting beginning during this contract period. Williamson County desires the auditor to express an opinion of the fair presentation of these financial statements as well. Please include your fee for the above services as well. The auditor will provide an electronic version (PDF file) of the final reports.

Proposers may be requested to provide the other types of services, collectively referred to as "special projects". Examples of such services include additional audits or reviews, cost studies, and consulting services.

9.0 Other Information and Requirements

9.1 Work Area

A workspace in close proximity to the accounting records will be provided. A photocopy machine, phone, and fax machine will be available.

9.2 Audit Work Timing

Completion of fieldwork should be accomplished no later than January 31. Fieldwork will be considered complete when all adjustments have been made by the auditor and trial balances are returned to the County Auditor.

Date for release of the report for printing shall be no later than February 15 of the respective year after the end of fieldwork. At that same time a draft management letter should be delivered.

9.3 Contractual Agreements

The contract to be awarded shall be for the provisions of audit and other services as requested herein at the estimated fees submitted in the proposal for the first three and, if extended, the fourth and fifth years of the contract. This is considered an all-inclusive, not-to-exceed fee estimate containing all direct and indirect costs including all out-of-pocket expenses. Williamson County shall agree to make interim payments of the annual audit fee based on percentage of work performed, or an agreed upon schedule.

The contract will contain a provision that Williamson County may terminate the contract at any time it deems the services provided as substandard.

Written cost estimates, when deemed appropriate by Williamson County, shall be provided by the firm for "requested" services to be rendered under Section 4.7.

Rates for Additional Professional Services

If it should become necessary for Williamson County to request the auditor to render any additional services to either supplement the audit services in this request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Williamson County and the firm. Any such additional work agreed to between Williamson County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the proposal.

9.4 Working Papers

All working papers and reports for each audit performed must be retained, at the auditor's expense, for a minimum of five (5) years unless the firm is notified in writing by Williamson County of the need to extend the retention period. The auditor will be required to make working papers available, upon written request by Williamson County, to any parties or their designees. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

10.0 Listing of Timelines and Critical Dates-(Example Based on 2015 Year End)

Activity

Date or Timeframe

A. Proposals and Notification Calendar

| | |
|--|-------------------------------|
| Request to advertise by Commissioners Court | June 9, 2015 |
| Due date for receipt of proposals | June 29, 2015 |
| Audit Evaluation Committee meeting | June 29 through July 10, 2015 |
| Selection of audit firm by Commissioners Court | July 21, 2015 |

B. **Audit Dates** (approximate dates provided for planning purposes only)

| | |
|---|-----------------------|
| Detail audit plan and list of PBC schedules to County | July 31, 2015 |
| Interim Fieldwork if required | August-September 2015 |
| Fieldwork may begin | January 4, 2016 |
| Field work to be completed approx | January 31, 2016 |
| Final opinion letter to County Auditor approx | February 15, 2016 |
| Final report for printing to County Auditor approx | February 15, 2016 |

C. Conferences

| | |
|---|-----------------------------|
| Entrance conference with County Auditor no later than | September 30, 2015 |
| Exit conference to discuss results of fieldwork | At completion of field work |

APPENDIX A

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

AUDIT AND ACCOUNTING SERVICES 15RFP113

Respondent
Name:

Authorized Signature:
Of Company Official

Title of Signer:

Date:

_____, 20____

APPENDIX B RESPONDENT REFERENCES

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

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 recently provided.

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 CONFLICT OF INTEREST QUESTIONNAIRE
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

| For Respondent or other person doing business with local government entity | |
|---|------------------------|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>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.</p> <p>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.</p> | OFFICE USE ONLY |
| <p>1. Name of person doing business with local governmental entity.</p> | |
| <p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="padding-left: 40px;">(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.)</p> | |
| <p>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.</p> | |
| <p>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.</p> | |

APPENDIX C CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

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. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. 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?

Yes No

C. 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?

Yes No

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 D
PROPOSAL AFFIDAVIT**

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

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

STATE OF _____ COUNTY OF _____

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

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent 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 Respondent 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 proposed, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

Date: _____, 20____

SUBSCRIBED AND SWORN to before me by the above-named _____ on this
the _____ day of _____, 20____.

Notary Public in and for
the State of _____

APPENDIX E SIGNATURE PAGE

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

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 Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

