



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

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

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## **REQUEST FOR PROPOSAL (RFP)**

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**HEALTH RELATED SERVICES FOR WILLIAMSON COUNTY EMPLOYMENT  
BENEFIT ADMINISTRATION – BASIC LIFE, DEPENDENT LIFE, VOLUNTARY LIFE,  
VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT, VOLUNTARY SHORT  
TERM DISABILITY, VOLUNTARY LONG TERM DISABILITY  
FOR WILLIAMSON COUNTY**

**PROPOSAL NUMBER: 15RFP125**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE: WEDNESDAY, MAY 27, 2015  
- 2:00PM**

**PROPOSALS WILL BE PUBLICLY OPENED: WEDNESDAY, MAY 27, 2015 -  
2:00PM**

Williamson County is seeking provider for employer paid Basic Life, Dependent Life and employee paid Voluntary Life, Accidental Death and Dismemberment, Voluntary Short Term Disability and Voluntary Long Term Disability. Note: Voluntary Short Term Disability is a new benefit offering not currently offered to employees of Williamson County

### **PROPOSAL SUBMISSION**

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 15RFP125. Specifications and Bid Form for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals are to be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Respondents should forward one (1) original, two

(2) Paper copies and one (1) CD or (1) USB copy of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

<b>PROPOSAL NAME:</b>	<b>Health Related Services – for Williamson County Employment Benefit Administration – Basic, Dependent &amp; Voluntary Life, Voluntary AD&amp;D, Voluntary Short Term &amp; Long Term Disability</b>
<b>PROPOSAL NO:</b>	<b>15RFP125</b>
<b>DUE DATE/TIME:</b>	<b>WEDNESDAY, MAY 27, 2015, ON OR BEFORE 2:00 PM</b>

**MAIL OR DELIVER TO:** Williamson County Purchasing Department  
Attn: 15RFP125 Health Related Services –  
Life, AD&D and Disability  
901 S. Austin Ave, Georgetown, TX 78626  
Any questions, clarifications or requests for general information should be directed in writing to the contact listed below:

Kerstin Hancock, Deputy Purchasing Agent  
**RFP # 15RFP125 Health Related Services – Life, AD&D, Disability**  
901 S Austin Ave.  
Georgetown, TX 78626  
[purchase@wilco.org](mailto:purchase@wilco.org) and [khancock@wilco.org](mailto:khancock@wilco.org)

**Question submittals must be made via email, and are due by 5PM CST on Friday, May 19, 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.**

**HEALTH RELATED SERVICES FOR WILLIAMSON COUNTY EMPLOYMENT BENEFIT  
ADMINISTRATION – BASIC LIFE, DEPENDENT LIFE, VOLUNTARY LIFE, VOLUNTARY  
ACCIDENTAL DEATH AND DISMEMBERMENT, VOLUNTARY SHORT TERM  
DISABILITY, VOLUNTARY LONG TERM DISABILITY**

**PROPOSAL NUMBER: 15RFP125**

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

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

**FACSIMILE AND ELECTRONIC TRANSMITTALS WILL NOT BE ACCEPTED.**

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

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

**Tentative Schedule of Events**

Issuance of RFP	April 28, 2015
Deadline to submit Questions	May 19, 2015 at 5:00PM
Proposal Submission Deadline (Late proposals will not be considered)	May 27, 2015 at 2:00PM
Conduct Interview/Best and Final Offer/Short List (optional)	June 08-June 15, 2015
Contract Award	August 11, 2015
Contract Effective Date	January 1, 2016
Open Enrollment/Implementation (TBD)	September 01-October 01, 2015
Target to go live	November 01, 2015

## **PRE-PROPOSAL INSPECTION**

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

### **1. INTRODUCTION TO RESPONDENTS**

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

### **2. DEFINITIONS, TERMS AND CONDITIONS**

#### **2.1 Definitions**

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

#### **2.2 TERMS AND CONDITIONS**

##### **2.2.1 Venue and Governing Law**

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

##### **2.2.2 Incorporation by Reference and Precedence**

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

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its

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

### **2.2.3 Ownership of Proposal**

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

### **2.2.4 Disqualification of Respondent**

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

### **2.2.5 Funding**

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

### **2.2.6 Assignment, Successors and Assigns**

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

### **2.2.7 Implied Requirements**

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

### **2.2.8 Termination**

- a. Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) calendar day's 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 (15<sup>TH</sup>) 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.

### **2.2.16 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.

### **2.2.17 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.

### **2.2.18 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.

### **2.2.19 Equal Opportunity**

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

### **2.2.20 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.

### **2.2.21 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.

### **2.2.22 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.

### **2.2.23 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.

### **2.2.24 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.

### **2.2.25 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.

### **2.2.26 Current Revenues**

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

### **2.2.27 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.

### **2.2.28 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.

### **2.2.29 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.

### **2.2.30 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.

### **2.2.31 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.

### **2.2.32 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.

### **2.2.33 Payment**

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

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21<sup>st</sup>) 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: [accounts payable@wilco.org](mailto:accounts payable@wilco.org), (512) 943-1500.

### **2.2.34 Contractual Formation and Ensuing Agreement**

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

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

### **2.2.36 Initial Contract Term**

The Successful Respondent shall provide the goods and/or services described herein for an initial term of thirty-six (36) months beginning on the date of Commissioners Court award beginning January 1, 2016 and ending December 31, 2018.

### **2.2.37 Contract Extensions**

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

### **2.2.38 Workers' Compensation Coverage Requirements**

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

## **2.2.39 Legal Liability Information**

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

## **2.2.40 Confidentiality**

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

## **3. INSTRUCTIONS AND GENERAL REQUIREMENTS**

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

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

### **3.1 Ambiguity, Conflict, or other Errors in the RFP**

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

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

### **3.2 Notification of Most Current Address**

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

### **3.3 Proposal Preparation Cost**

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

### **3.4 Signature of Respondent**

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

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

If the Respondent is a General Partnership, the true name of the firm shall be provided with the

signature of each partner authorized to sign.

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

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

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

### **3.5 Assumed Business Name**

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

### **3.6 Economy of Presentation**

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

### **3.7 Proposal Obligation**

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

### **3.8 Compliance with RFP Specifications**

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

### **3.9 Evaluation**

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

### **3.10 Withdrawal of Proposal**

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

### **3.11 Responsibility**

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

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;

- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

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

### **3.12 Purchase Orders**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.13 Silence of Specifications**

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

### **3.14 References**

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

## **4. RESPONSE FORMAT AND SUBMISSION**

### **4.1 Introduction**

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

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

Please provide your Proposal response using:

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

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

### **4.2 Organization of Proposal Contents and Table of Contents**

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

Each Proposal should be organized in the manner described below:

- a. Transmittal Letter
- b. Table of Contents
- c. Executive Summary
- d. Proposal Response to Criteria (see 5.0-5.5 Specifications & 7.3.2 Cost Proposal,

- Experience and Qualifications, References, Implementation Strategy)
- e. Price Sheet form (Appendix A)
- f. References: Identification of three (3) references *within the last 4 years* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B of RFP)
- g. Statement of Compliance (Appendix C of RFP)
- h. Conflict of Interest Questionnaire (Appendix D of RFP)
- i. Proposal Affidavit and Addenda Acknowledgement (Appendix E of RFP)
- j. Signature Page (Appendix F of RFP)
- k. Attach your entities Sample Contract
- l. Williamson County's Technology project questionnaire for Vendor

#### **4.3 Transmittal Letter**

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

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

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

#### **4.4 Executive Summary**

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

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

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

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent

also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

#### 4.5 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, and Chapter

176. Additional information may be obtained from the Williamson County website at the following link:

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

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

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

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

#### 4.6 Ethics

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

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

#### 4.7 Delivery of Proposals

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

Williamson County Purchasing Department  
Attn: Life, AD&D and Disability15RFP125  
901 S Austin Ave  
Georgetown, Texas 78626

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

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

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

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

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

## **5. PROPOSAL SPECIFICATIONS**

### **5.1 Proposal Requirements**

Williamson County has a self-insured Medical Benefit program administered by Aetna Healthcare. The County offers two (2) Medical Plans. These plans differ by deductible and co-insurance amounts. As of April 1, 2015, there were 1,319 active employees and 88 retirees enrolled in the medical plans.

The County offers a voluntary – self-insured Dental PPO Plan administered through Aetna Healthcare.

The County provides and pays the entire cost for Basic Life Insurance for employees in the amount of \$10,000 for all active employees, \$5,000 for dependent spouses, and \$2,000 for dependents/children and dependent grandchildren. Voluntary Life is available to employees in \$10,000 increments up to six (6) times the employees' annual salary, not to exceed \$300,000 with a guarantee issue amount of \$100,000. Cigna Group Insurance is the current carrier for the Basic and Voluntary Accidental Death and Dismemberment and Voluntary Long Term Disability. The County would like to add a Voluntary Short Term Disability plan in addition to the current program.

The bulk of this RFP is for differing types of coverage. Respondents may submit Proposals for all or selected services. Each respondent may respond to each coverage independently. However, it is preferred to have all coverages with one carrier.

**Please note that your inability to quote all of the above options would not preclude you from being selected as a finalist. Should you have standard products which do not, in their entirety meet the RFP, please feel free to quote based upon your standard package.**

However, you must specify any and all deviations in your quotation and the RFP on the "Statement of Compliance". It will be assumed that your Proposal is in compliance if deviations are not noted in the "Statement of Compliance".

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

It is not the intent of Williamson County that any commissioners are build in the Proposal. Commissions, fees or other reimbursement arrangements must be disclosed.

### **5.2 General Administrator Requirements**

#### **5.2.1 Current Coverages**

The current carrier is Cigna Group Insurance.

#### **5.2.2. Commission**

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

#### **5.2.3. Compliance with the Request for Proposal**

All Proposals are to be prepared according to the Request for Proposal. Any item(s) your company cannot accommodate are to be disclosed in writing prior to binding acceptance by the County's benefits consultant and

the County. Any deviations from this request are to be discussed with the County's benefits consultant in advance of the due date. After a commitment has been made by the County, the Respondent will be held responsible for all items contained in the specifications.

#### **5.2.4. Effective Date**

The effective date of the new contract(s) will be date of Commissioners Court award. However, the effective date of coverage will start January 1, 2016 and end December 31, 2016.

#### **5.2.5. Enrollment**

The selected carrier will be responsible for enrollment support and informational meetings at the County during open enrollment to be held during the month of September

#### **5.2.6. Plan Design**

Please provide your Proposal based on the current plan design.

#### **5.2.7. Quoted Rates**

A minimum rate guarantee of 36 (thirty-six) months is required. Please confirm this guarantee in your Proposal to the RFP and denote any additional guarantees your company may wish to extend to the County. **It is the County's desire to have a three-year rate guarantee with the new administrator with the option to renew for up to two (2) additional one year periods provided renewal rates are acceptable and can be given within your Proposal. Multiple year, rate guaranteed contracts will receive preference.**

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

#### **5.2.8. Renewal Rates**

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

#### **5.2.9. Ownership of Records**

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

#### **5.2.10. Master Agreement**

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

#### **5.2.11. Changes and Amendments**

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

### **5.2.12. Administrator Selection**

The selection of the administrator will be made on or by August 11, 2015.

### **5.2.13. Data Caveat**

The data contained herein has been supplied by the County, and Cigna. It has been gathered and coordinated by the County's Benefits Consultant and reviewed as to accuracy in a "best effort" manner. This request for Proposal is qualified to the extent the data provided is accurate. Consultant cannot be held liable for any data errors or omissions.

### **5.2.14. Biography**

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

### **5.2.15. Client Information**

The Respondent data needed:

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

### **5.2.16. Awards**

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

### **5.2.17. Contract Requirements**

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

## **5.3 Basic Life Insurance**

### **5.3.1 Overview of Administrative Requirements**

This section provides an overview of administrative and underwriting requirements. Your proposal responses should be based on the following assumptions:

#### **5.3.1.1 Annual Enrollment and Effective Date**

5.3.1.1.1 Williamson County anticipates open enrollment to occur in September or October 2015 as new elections made will be effective January 1, 2016. The new Plan year will be January 1, 2016 through December 31, 2016. Employees and dependents that are eligible and enroll for coverage will not be required to submit any evidence of insurability for any elected coverage requirements.

5.3.1.2 Eligibility

5.3.1.2.1 Employees

5.3.1.2.1.1 All regular full-time or regular part-time active employees working a minimum 30 hours week or more;

5.3.1.2.1.2 Permanent part-time employees working a minimum of 20 hours a week

5.3.1.2.1.2.1 Effective date of coverage:

(a) January 1, 2016 for current participating employees

(b) There is no waiting period for new salaried employees

- 5.3.1.2.2 Retirees who retire prior to age 65
- 5.3.1.2.2.1 Williamson County's current retirees will be grandfathered in with their current life amounts
- 5.3.1.2.2.2 Future retirees are eligible if: Age 55 at retirement with at least 10 years of service or age 65 at retirement
- 5.3.1.2.3 Dependents of active employees
- 5.3.1.2.3.1 Lawful Spouse
- 5.3.1.2.3.2 Voluntary Life Coverage for dependent children who are 19 or more years old, but less than 26 years old and primarily supported by the employee. Voluntary Life Coverage for dependent grandchildren less than 19 for which the employee is the court-appointed legal guardian and who resides with, and financially dependent upon you.
- 5.3.1.2.4 Unmarried children who are mentally or physically handicapped
- 5.3.1.3 Evidence of Insurability
- 5.3.1.3.1 Applies to all insured electing more than 2 times salary for supplemental life coverage when first eligible for coverage, or a late enrollee
- 5.3.1.3.2 Applies to requested increase in supplemental life coverage of more than one coverage bracket (ex: currently enrolled for 2x pay, requesting 4x pay)
- 5.3.1.3.3 The carrier will administer using their own evidence of insurability forms and will advise future benefit enrollment system administrator (Williamson County is currently facilitating bid process) and Williamson County approval
- 5.3.1.3.4 Coverage is effective the latter of the date on which you first become eligible, or the date the evidence is approved
- 5.3.1.3.5 All current amounts of coverage will be grandfathered in regardless of the guarantee issue limitations
- 5.3.1.4 Actively-at-Work Requirement
- 5.3.1.4.1 Will be waived for all individuals covered as of December 31, 2002
- 5.3.1.4.2 Applies to all new hires and their dependents. Dependents will have a delayed effective date if hospital or home confined on the effective date of coverage and not previously covered by a Williamson County sponsored plan
- 5.3.1.5 Conversions
- 5.3.1.5.1 Available for life insurance
- 5.3.1.6 Portability
- 5.3.1.6.1 Portable to age 70 on supplemental life insurance
- 5.3.1.7 Plan Year
- 5.3.1.7.1 Calendar year beginning January 1, 2016
- 5.3.1.8 Commissions
- 5.3.1.8.1 Quotes should be on a net commission basis
- 5.3.1.9 Current Funding
- 5.3.1.9.1 Life – Fully Insured
- 5.3.1.9.2 AD&D – Fully Insured
- 5.3.1.10 Proposed Funding
- 5.3.1.10.1 Fully Insured
- 5.3.1.10.2 Experience rated
- 5.3.1.11 Employee Contributions
- 5.3.1.11.1 Basic Life insurance and retiree life are company paid
- 5.3.1.11.2 Supplemental employee/dependent life, AD&D, Short Term and Long Term Disability is 100% contributory
- 5.3.1.12 Continuation of Coverage Upon Disability
- 5.3.1.12.1 The company paid basic life insurance coverage continues
- 5.3.1.12.2 Employees on LTD may apply within 12 months for waiver of premiums to the current insurance company. If denied. Employees may convert supplemental coverage
- 5.3.1.13 Transition
- 5.3.1.13.1 No loss of coverage to individuals due solely to a change in carriers
- 5.3.1.13.1.1 The new carrier will assume liability for all participants as of January 1, 2016. On a premium paying basis. No employee, disabled individual, retiree, or dependent will lose coverage due to this change. You must agree to pick up all participants who are not covered by a waiver of

- premium provision from the prior contract.
- 5.3.1.14 Rates
  - 5.3.1.14.1 No minimum participation requirements
  - 5.3.1.14.2 Uniform set of blended rates
  - 5.3.1.14.3 Changes in rates must be provided 180 days in advance of the effective date
  - 5.3.1.14.4 Grace period of 45 days for payment of all premiums
- 5.3.1.15 Contract Guarantee
  - 5.3.1.15.1 All contracts must be guarantee for the rate guarantee periods and cannot be cancelled by the carrier except for Williamson County's non-payment of rates or fees. Multiple year rate guarantees are expected
- 5.3.1.16 Account Structure
  - 5.3.1.16.1 Separate account records must be maintained for employees and dependents, and retirees
  - 5.3.1.16.2 Separate accounts may be required for different union groups
- 5.3.1.17 Account Service
  - 5.3.1.17.1 Overall account responsibility is to be handled by one main contact
  - 5.3.1.17.2 A plan participant information hotline (800 telephone number) be available for verifying benefits information, and claim questions
- 5.3.1.18 Administration Materials
  - 5.3.1.18.1 Standard claim forms to be prepared by carrier, with cost included in quoted rates
  - 5.3.1.18.2 Booklet drafts (summary plan description) and contracts must be received within 620 days of the date the contract is signed
- 5.3.1.19 Eligibility Maintenance
  - 5.3.1.19.1 Williamson County's Benefit Enrollment System administrator will provide an initial eligibility tape to select vendor. Benefit Enrollment System will make eligibility updates as they occur. Final vendor will need to be able to conform with Benefit Enrollment System's administration system format. Most vendor interactions with Williamson County regarding eligibility will be through the County's Benefit Enrollment System
- 5.3.1.20 Contract Situs
  - 5.3.1.20.1 Texas
- 5.3.1.21. Reporting
  - 5.3.1.21.1 Williamson County maintains a quarterly reporting system. The selected vendor must provide quarterly reports that include claim listings, premiums, volumes, and etc. This service must be included in your proposed quote without any additional charges.
- 5.3.1.22 Waiver of Premium Arrangement
  - 5.3.1.22.1 No "waiver of premium" for Basic Life
  - 5.3.1.22.2 "Waiver of Premium" only applies to Supplemental Life

#### 5.4 Summary of Current Life & AD&D & Long Term Disability

Plan Provisions	Williamson County
•Employee Life Insurance	<ul style="list-style-type: none"> <li>•Basic \$10,000 active employees; \$5,000 retirees</li> <li>•Supplemental Full-Time employees: \$10,000 increments up to a maximum benefit of the lesser of 6x annual compensation or \$300,000 Part-Time employees: \$10,000 increments up to a maximum benefit of the lesser of 6x annual compensation or \$300,000 Retirees – not eligible</li> </ul>
•AD&D	•

<ul style="list-style-type: none"> <li>▪Dependent Life</li> </ul>	<ul style="list-style-type: none"> <li>▪Basic <ul style="list-style-type: none"> <li>\$5,000 spouses (active full-time and part-time employees);</li> <li>\$2,000 children (active full-time and employees);</li> <li>\$1,000 children (part-time employees)</li> </ul> </li> <li>▪Supplemental <ul style="list-style-type: none"> <li>\$5,000 increment up to \$300,000 for spouses not to exceed 100% of employee coverage (active full-time and part-time employees);</li> <li>\$1,000 increment up to \$10,000 for children (active full time and part-time employees)</li> </ul> </li> <li>▪Retirees – not eligible</li> </ul>
<ul style="list-style-type: none"> <li>▪Long Term Disability</li> </ul>	<ul style="list-style-type: none"> <li>▪Long Term Disability up to 60% of employees monthly covered earnings to a maximum of \$6,000 per month</li> </ul>

## 5.5 Proposed Benefits to be quoted

Plan Provisions	Williamson County
<ul style="list-style-type: none"> <li>▪Employee / Dependent Basic Life Insurance</li> </ul>	<ul style="list-style-type: none"> <li>▪Basic <ul style="list-style-type: none"> <li>\$10,000 active employees; \$5,000 spouses, \$2,000 / \$1,000 Children (same as current)</li> <li>\$20,000 active employees, \$10,000 spouses, \$4,000 / \$2,000 Children (double the current schedule)</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>▪Employee / Dependent supplemental Life</li> </ul>	<ul style="list-style-type: none"> <li>▪Quote current benefits</li> </ul>
<ul style="list-style-type: none"> <li>▪AD&amp;D</li> </ul>	<ul style="list-style-type: none"> <li>▪Quote current benefits</li> </ul>
<ul style="list-style-type: none"> <li>▪Dependent Life</li> </ul>	<ul style="list-style-type: none"> <li>▪Quote current benefits</li> </ul>
<ul style="list-style-type: none"> <li>▪Short Term Disability</li> </ul>	<ul style="list-style-type: none"> <li>▪Quote new benefits</li> </ul>
<ul style="list-style-type: none"> <li>▪Long Term Disability</li> </ul>	<ul style="list-style-type: none"> <li>▪Quote current benefits</li> </ul>

## 5.6 Questionnaire

### This questionnaire must be returned with your proposal.

This section provides the format for your (the administrator's) proposal. Your responses to the questions should be based on current proven capabilities. You should describe your future capabilities only as a supplemental to your "current capabilities" response. All responses should be as complete and succinct as possible. Note: A; general questions must be answered for all coverages quoted.

#### A. GENERAL

- A1. Please confirm that you agree to guarantee rates for thirty-six (36) months or until December 31, 2018.
- A2. Please confirm that your proposal assumes a January 1, 2016 effective date.
- A3. Please confirm that you agree to a 45 day grace period for payment of premiums and fees and will accept electronic funding from Williamson County Enterprise based on Williamson County's Benefit Enrollment System's eligibility records.

- A4. Please confirm that you agree to a 180 day notice of any future rate adjustments.
- A5. Please confirm that you agree to accept this group on a “no-loss/no-gain” basis and to accept any existing benefit assignments.
- A6. Please confirm that your quotation is provided on a commission basis.
- A7. From what office will claims be paid?
- A8. Please confirm that your proposal is valid until January 1, 2016.
- A9. Please enclose a sample master life policy reflecting the requested plan designs.
- A10. Do your costs include printing and providing SPDs, if requested? (Please enclose a sample SPD and certificate.) If so, will you provide a credit if Williamson County elects to produce their own SPD? If not, please provide an estimate of your charges to producing SPDs for Williamson County. Can the SPDs be supplied electronically?
- A11. Please confirm that you have the ability to do either a self-billed or an invoice method for billing statements.
- A12. Please state and explain how your premiums are affected by the addition and deletion of premium and claim branches.
- A13. How long are life records maintained?
- A14. What is the process for reporting and submitting life/AD&D,STD/LTD claims?
- A15. Please describe any “special needs” benefits available under your life program which would allow for early payout of life proceeds to persons who are terminally ill. Your description should be as detailed as possible. If offering such a program would result in increased costs please quote with and without the programs.
- A16. Can you quote life and AD&D on a stand-alone basis? Williamson County may only grant either life or AD&D coverage.
- A17. Please confirm that you will be able to conform with any future enrollment system to ensure smooth eligibility transfer. Currently Wilco provides all self-billing for all basic life, voluntary life, voluntary AD&D and voluntary long term disability. Wilco would like to continue with the addition of the short term disability utilizing a self-bill method.

**B. LIFE INSURANCE/AD&D CONTRACTS**

- B1. Do you agree to quote life and AD&D benefits exactly as requested, including all grandfathered benefits? If not, describe any differences.
- B2. Please confirm your maximum “guarantee issue” amounts for the quoted life coverages:

<u>Employee</u>	<u>Dependent</u>
Basic	— Spouse
Supplemental	— Children
Combined	

B3. What type of conversion policies are offered? What is your conversion charge? If the risk meets normal underwriting requirements will you agree to waive the charge?

- B4. Please confirm the maximum life benefit available at the quoted rates described in Proposed Plan Summary in Section 5.4.
- |                 |                  |
|-----------------|------------------|
| <u>Employee</u> | <u>Dependent</u> |
| Basic           | — Spouse         |
| Supplemental    | — Children       |
| — Combined      |                  |
- B5. Do you agree to no minimum participation requirement for the supplemental life and AD&D plan? If not, describe your requirements.
- B6. January 1, 2016 is a true open enrollment. Please confirm no evidence of insurability is needed.
- B7. Please confirm that your quoted rates include any changes to process evidence of insurability (EOI) if needed. Please provide a copy of EOI form.
- B8. Please confirm that your quoted rates for Basic Life (Active and Retiree) includes "Waiver of Premium". Confirm that your company retains the liability for incurred waiver-of premium claims on disabled individuals' Supplemental Life in the event of the termination of your contract.
- B9. Please describe the basis of your life reserve tables and your reserve requirements.  
How will IBNR reserves be established for life?  
Will you agree to guarantee formulas and/or factors for setting IBNR reserves?
- B10. Please confirm that you will grandfather all covered individuals' existing amounts of life and AD&D insurance without evidence of insurability.
- B11. Will you agree to provide a quarterly paid claim listing volumes and premiums by the 20th of the first month after each quarter? Note that this is in addition to the monthly report due on the 10<sup>th</sup> of each month for prior month's experience.
- B12. Do you agree to guarantee to issue all amounts of AD&D insurance?
- B13. What is the highest aggregate amount of benefits payable from a single accident under AD&D?
- B14. Please confirm that your quoted supplemental life rates have portability feature. Williamson County's supplemental life can be portable to age 70.
- B15. Regarding supplemental life, please indicate evidence of insurability requirements, if any.

## 5.7 Voluntary Short Term Disability

### 5.7.1 Quotation Assumptions and Requirements

This section provides an overview of administrative and underwriting requirements. Your proposal responses should be based on the following assumptions. **Please indicate “Yes” or “No” in the Confirmation column regarding your ability to comply with the requirements.**

Assumptions & Requirements	Confirm
<p><b>A. <u>Annual Enrollment and Effective Date</u></b></p> <p>1. An Employee in an Eligible Class will be eligible for insurance on the first day of the month following 60 days of employment.</p>	
<p><b>B. <u>Eligibility</u></b></p> <p>- Full-time employees of Williamson County or of a participating subsidiary/affiliate; -</p>	
<p><b>C. <u>Actively-at-Work Requirement</u></b></p> <p>This coverage is not current available. Please state your actively at work provisions on the effective date.</p>	
<p><b>D. <u>Conversions</u></b></p> <p>None.</p>	
<p><b>E. <u>Guarantee Issue</u></b></p> <p>All amounts.</p>	
<p><b>F. <u>Individual Reinstatement</u></b></p> <p>The insurance of a terminated person may be reinstated if he/she is:</p> <ul style="list-style-type: none"> <li>- on an approved leave of absence; or</li> <li>- on temporary lay-off</li> </ul> <p>and returns to active work status.</p>	

Assumptions & Requirements (continued)	Confirm
<p><b>G. <u>Participation Requirements</u></b></p> <p>Please state your participation requirements. State whether these requirements differ if you are awarded more than one line of coverage</p>	
<p><b>H. <u>Recurrent Disability</u></b></p> <p>New period of total disability applies if returns to active work for at least six consecutive months and incurs a recurrent disability for the same or related cause.</p>	
<p><b>I. <u>Commissions</u></b></p> <p>Quotes should be net of commission</p>	
<p><b>J. <u>Funding</u></b></p> <p>All fully-insured.</p>	
<p><b>K. <u>Plan Year</u></b></p> <p>Calendar year beginning January 1, 2016.</p>	
<p><b>L. <u>Employee Contributions</u></b></p> <p>Contributory.</p>	
<p><b>M. <u>Transition</u></b></p> <p>No loss of coverage to individuals due solely to a change in carriers.</p> <p>The new carrier will assume liability for all participants as of January 1, 2015 on a premium paying basis. No employee will lose coverage due to this change. You must agree to pick up all participants who are not covered by a waiver of premium provision from the prior contract.</p>	
<p><b>N. <u>Rates</u></b></p> <p>Changes in rates must be provided 180 days in advance of the effective date.</p> <p>Grace period of 45 days for payment of all premiums.</p>	

Assumptions & Requirements (continued)	Confirm
<p><b>O. <u>Contract Guarantee</u></b></p> <p>All contracts must be guaranteed for the rate guarantee periods and cannot be cancelled by the carrier except for Williamson County's non-payment of rates or fees. Three-year rate guarantees are expected.</p>	
<p><b>P. <u>Administration Materials</u></b></p> <p>Standard claim forms and coverage certificates to be prepared by carrier, with cost included in quoted rates.</p> <p>Booklet drafts (summary plan description) and contracts must be received within 60 days of the date the contract is signed.</p>	
<p><b>Q. <u>Eligibility Maintenance</u></b></p> <p>Williamson County will provide an initial eligibility tape to the select vendor. Williamson County will make eligibility updates as they occur. Final vendor will need to be able to coordinate with Williamson County's administration system format. Most vendor interactions with Williamson County regarding eligibility will be through Williamson County.</p>	
<p><b>R. <u>Reporting</u></b></p> <p>Williamson County maintains a quarterly reporting system. The selected vendor <b>must</b> provide quarterly reports that include claim listings, premiums, volumes, and etc. This service must be included in your proposed quote without any additional charges.</p>	
<p><b>S. <u>Account Service</u></b></p> <p>Overall account responsibility is to be handled by one main contact.</p> <p>A plan participant information hotline (800 telephone number) must be available for verifying benefits information, and claim questions.</p>	

## 5.8 Proposed Voluntary Short Term Disability Plan

STD	Plan Provisions
Benefit %	60% Weekly pay
Minimum Weekly Benefit	\$100
Maximum Weekly Benefit	\$1,500
Benefit Duration	12 weeks (after elimination period)
Elimination Period	7 days accident and illness

## 5.9 Questionnaire

This questionnaire must be returned with your proposal

1. Please confirm that your proposal assumes a January 1, 2016 effective date.
2. Please confirm that you agree to guarantee the quoted rates for thirty-six months or until December 31, 2018. **Please include your participation requirements for voluntary coverage**
3. Please confirm that you agree to provide a 180-day notice of any rate adjustment.
4. Please confirm that your quotation is made on a net of commission basis.
5. Do you agree to exactly quote benefits as described in these specifications? If not, describe any difference.
6. Please confirm that your proposal is valid until January 1, 2016.
7. Please confirm that you have the ability to do either a self-billed or an invoice method of premium collection.
8. Do your costs include printing and providing SPDs (Summary Plan Descriptions)? (Please enclose a sample SPD and certificate.) If not, please provide an estimate of your charges for producing SPDs. Can the SPDs be supplied electronically?
9. Please confirm that you agree to a 45 day grace period for payment of premiums.
10. Please state and explain how your premiums are affected by the addition and deletion of premium and claim branches.
11. The selected vendor is required to submit detailed claimant reports on a quarterly basis. Will you agree to provide such reports by the 20th of the first month after each quarter?
12. Please confirm that all coverage amounts will be provided on a 7 day week basis.
13. Do you agree to the maximum weekly benefit indicated in the proposed plan at the quoted rates?

14. From what office will claims be paid?
15. Please enclose sample master STD policies reflecting the requested plan design.
16. Please describe your claim adjudication procedure and provide an example.
17. Please outline your claim management procedures including vocational rehabilitation, etc.
18. How long are records maintained?
19. Please describe your organization's use of independent medical examiners and the cost-effectiveness of this procedure. How are these costs paid and accounted for?
20. Do you withhold federal income taxes and Social Security taxes from long-term disability payments? Please describe your ability to withhold other payments including medical premium contributions, etc. How will this be applied to W-2s?
21. Outline your claimant surveillance procedures and practices. Indicate any outside firms which are used.
22. What is the process for reporting and submitting STD claims?
23. Do you agree to let STD coverage continue to the end of the week in which termination occurs?
24. Please describe how a partial disability and return to work program would work.
25. Will you agree to provide a paid claim report by the 10<sup>th</sup> of the month for the prior month's claims? (This monthly report is separate from the quarterly report detailed in the prior question.)
26. Please confirm that your disability definitions for total, partial, and residual disability are the same as current. If not, please clarify the differences.
27. Please provide a description of any of the following benefits covered by your plan.
  - a) Specific indemnity benefits
  - b) Work incentive and child care
  - c) Family and medical leave of absence
  - d) Military leave of absence
  - e) Extended disability
  - f) Rehabilitation
  - g) Others
28. Please list all of the exclusions and limitations of your plan.
29. Please list provisions in your proposed plans that are enhancements and/or different compared to the current plans.
30. Please provide a list of your electronic/online capabilities.

## 5.10 Voluntary Long Term Disability

### 5.10.1 Quotation Assumptions and Requirements

This section provides an overview of administrative and underwriting requirements. Your proposal responses should be based on the following assumptions. **Please indicate "Yes" or "No" in the Confirmation column regarding your ability to comply with the requirements.**

Assumptions & Requirements	Confirm
A. <u>Annual Enrollment and Effective Date</u>	

<p>An Employee in an Eligible Class will be eligible for insurance on the first day of the month following 60 days of employment.</p>	
<p><b>B. <u>Eligibility</u></b></p> <ul style="list-style-type: none"> <li>- Full-time employees of Williamson County or of a participating subsidiary/affiliate;</li> <li>-</li> </ul>	
<p><b>C. <u>Actively-at-Work Requirement</u></b></p> <p>Waived for all individuals covered as of December 31, 2015.</p> <p>Applies to all new hires.</p>	
<p><b>D. <u>Conversions</u></b></p> <p>None.</p>	
<p><b>E. <u>Guarantee Issue</u></b></p> <p>All amounts.</p>	
<p><b>F. <u>Individual Reinstatement</u></b></p> <p>The insurance of a terminated person may be reinstated if he/she is:</p> <ul style="list-style-type: none"> <li>- on an approved leave of absence; or</li> <li>- on temporary lay-off</li> </ul> <p>and returns to active work status.</p>	

<b>Assumptions &amp; Requirements (continued)</b>	<b>Confirm</b>
<p><b>G. <u>Waiver of Premium</u></b></p> <p>New period of total disability applies if returns to active work for at least six consecutive months and incurs a recurrent disability for the same or related cause.</p>	
<p><b>H. <u>Recurrent Disability</u></b></p> <p>New period of total disability applies if returns to active work for at least six consecutive months and incurs a recurrent disability for the same or related cause.</p>	
<p><b>I. <u>Commissions</u></b></p> <p>Quotes should be net of commission</p>	
<p><b>J. <u>Funding</u></b></p> <p>All fully-insured.</p>	
<p><b>K. <u>Plan Year</u></b></p> <p>Calendar year beginning January 1, 2016.</p>	
<p><b>L. <u>Employee Contributions</u></b></p> <p>Contributory.</p>	
<p><b>M. <u>Transition</u></b></p> <p>No loss of coverage to individuals due solely to a change in carriers.</p> <p>The new carrier will assume liability for all participants as of January 1, 2016 on a premium paying basis. No employee will lose coverage due to this change. You must agree to pick up all participants who are not covered by a waiver of premium provision from the prior contract.</p>	
<p><b>N. <u>Rates</u></b></p> <p>Changes in rates must be provided 180 days in advance of the effective date.</p> <p>Grace period of 45 days for payment of all premiums.</p>	

## 5.11 Questionnaire

### Questionnaire

#### This questionnaire must be returned with your proposal

1. Please confirm that your proposal assumes a January 1, 2016 effective date.
2. Please confirm that you agree to guarantee the quoted rates for thirty-six months or until December 31, 2018. **Please include your participation requirements for voluntary coverage**
3. Please confirm that you agree to provide a 180-day notice of any rate adjustment.
4. Please confirm that your quotation is made on a net of commission basis.
5. Do you agree to exactly duplicate benefits as described in these specifications? If not, describe any difference.
6. No presently covered individuals are to lose benefits due to a change in carriers – the program is to be written on a “no loss/no gain” basis. If you are awarded the account, will you agree to provide a letter containing the following language?  
  
***“We agree that no currently covered individual will lose benefits solely as a result of a change in carriers.”***
7. Please confirm that your proposal is valid until January 1, 2016.
8. Please confirm that you have the ability to do either a self-billed or an invoice method of premium collection.
9. Do your costs include printing and providing SPDs (Summary Plan Descriptions)? (Please enclose a sample SPD and certificate.) If not, please provide an estimate of your charges for producing SPDs. Can the SPDs be supplied electronically?
10. Please confirm that you agree to a 45 day grace period for payment of premiums.
11. Please state and explain how your premiums are affected by the addition and deletion of premium and claim branches.
12. Williamson County maintains a quarterly reporting system. The selected vendor is required to submit detailed claimant reports on a quarterly basis. Will you agree to provide such reports by the 20th of the first month after each quarter?
13. Please confirm that all current coverage amounts will be provided on a “guarantee issue” basis.
14. Do you agree to the maximum monthly or weekly benefit indicated in the proposed plan at the quoted rates?
15. From what office will claims be paid?
16. Please enclose sample master LTD policies reflecting the requested plan design.
17. Please describe your claim adjudication procedure and provide an example.
18. Please outline your claim management procedures including vocational rehabilitation, assistance with Social Security appeals, etc.

19. How do Social Security benefits affect your decision on benefit determination? Do you assume receipt of Social Security benefits unless a claim has been filed and denied? Is this process outsourced?
20. How long are records maintained?
21. Please describe your organization's use of independent medical examiners and the cost-effectiveness of this procedure. How are these costs paid and accounted for?
22. Do you withhold federal income taxes and Social Security taxes from long-term disability payments? Please describe your ability to withhold other payments including medical premium contributions, etc. How will this be applied to W-2s?
23. Outline your claimant surveillance procedures and practices. Indicate any outside firms which are used.
24. What is the process for reporting and submitting LTD claims?
25. Do you agree to let LTD coverage continue to the end of the month in which termination occurs?
26. Will you agree to cover any individual, should this situation arise, who is currently covered, but is not on disability and has not yet satisfied his elimination period if the prior carrier does not cover him?
27. Will you agree to waive pre-existing conditions for any affiliated company allowed to participate in the Williamson County plans or acquired by Williamson County?
28. Please describe how a partial disability and return to work program would work.
29. Will you agree to provide a paid claim report by the 10<sup>th</sup> of the month for the prior month's claims? (This monthly report is separate from the quarterly report detailed in the prior question.)
30. Please confirm that your disability definitions for total, partial, and residual disability are the same as current. If not, please clarify the differences.
31. Please provide a description of any of the following benefits covered by your plan.
  - h) Specific indemnity benefits
  - i) Work incentive and child care
  - j) Family and medical leave of absence
  - k) Military leave of absence
  - l) Extended disability
  - m) Rehabilitation
  - n) Others
32. Please list all of the exclusions and limitations of your plan.
33. Please list provisions in your proposed plans that are enhancements and/or different compared to the current plans.
34. Please provide a list of your electronic/online capabilities.

## **6. CONTRACT ADMINISTRATION**

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

## **7. PROPOSAL EVALUATION AND SELECTION PROCESS**

### **7.1 Introduction**

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

### **7.2 Price Proposal**

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

### **7.3 Proposal Evaluation and Selection**

#### **7.3.1 Evaluation/Selection Criteria**

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

#### **7.3.2 Evaluation Committee and Selection Process**

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

**Respondents' Proposals must meet the following mandatory requirement in order to be scored according to the criteria following the mandatory requirements. Scoring may also be based on total information gathered by Williamson County at its discretion, including but not limited to respondent's ability to perform "without delay or interference"; respondent's "character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."**

**Mandatory Requirement:**  
**For evidence of Financial Stability of Insurance Company Respondent must provide the following:**

Rating Firm	Rating	Date of Rating
A.M. Best Co.	_____	
Moody's Investors Service Inc.	_____	
Standard & Poor's Corp.	_____	
Licensed to do business in the State of Texas	_____	
<b>2 most recent annual financial statements are required prior to contract award. If these are not provided, Respondent may be disqualified</b>		

**Basic Life, EE,SP, DEP CH & GR, Voluntary Life, AD&D, Short Term and Long Term Disability**

Evaluation Criteria		
Short Term Disability		Possible Points
<b>1</b>	<b>Firm's Qualifications and Capabilities</b>	<b>10</b>
	Brief Description of Firm	2.0
	Identify legal entity	2.0
	Organization Structure	3.0
	System ownership	3.0
<b>2</b>	<b>Claims Processing/Benefit Determination</b>	<b>30</b>
	Brief Description of capabilities	3.0
	Claim management process	5.0
	Benefit determination	4.0
	Partial / residual disability	5.0
	Coordination with SSN, other income	5.0
	Payment to beneficiary	5.0
	Auditing	3.0
<b>3</b>	<b>Reporting</b>	<b>20</b>
	Periodic Reporting	10.0
	Self Billing	10.0
<b>4</b>	<b>Cost</b>	<b>40</b>
	Rates	25.0
	Guarantee Period	10.0
	Additional Costs	5.0
<b>Total Points</b>		<b>100</b>

Evaluation Criteria		
	Long Term Disability	Possible Points
<b>1</b>	<b>Firm's Qualifications and Capabilities</b>	<b>10</b>
	Brief Description of Firm	2.0
	Identify legal entity	2.0
	Organization Structure	3.0
	System ownership	3.0
<b>2</b>	<b>Claims Processing/Benefit Determination</b>	<b>25</b>
	Brief Description of capabilities	3.0
	Claim management process	5.0
	Benefit determination	4.0
	Partial / residual disability	5.0
	Payment to beneficiary	5.0
	Auditing	3.0
<b>3</b>	<b>Reporting</b>	<b>20</b>
	Periodic Reporting	10.0
	Self Billing	10.0
<b>4</b>	<b>Cost</b>	<b>40</b>
	Rates	25.0
	Guarantee Period	10.0
	Additional Costs	5.0
<b>Total Points</b>		<b>85</b>

Evaluation Criteria		
Basic Life		Possible Points
<b>1</b>	<b>Firm's Qualifications and Capabilities</b>	<b>10</b>
	Brief Description of Firm	2.0
	Identify legal entity	2.0
	Organization Structure	3.0
	System ownership	3.0
<b>2</b>	<b>Claims Processing/Benefit Determination</b>	<b>20</b>
	Brief Description of capabilities	
	Claim management process	5.0
	Benefit determination	5.0
	Payment to beneficiary	5.0
	Auditing	5.0
<b>3</b>	<b>Reporting</b>	<b>20</b>
	Periodic Reporting	10.0
	Self Billing	10.0
<b>4</b>	<b>Cost</b>	<b>40</b>
	Rates	25.0
	Guarantee Period	10.0
	Additional Costs	5.0
<b>Total Points</b>		<b>90</b>

Evaluation Criteria		
Voluntary Life & Accidental Death & Dismemberment		Possible Points
<b>1</b>	<b>Firm's Qualifications and Capabilities</b>	<b>10</b>
	Brief Description of Firm	2.0
	Identify legal entity	2.0
	Organization Structure	3.0
	System ownership	3.0
<b>2</b>	<b>Claims Processing/Benefit Determination</b>	<b>20</b>
	Brief Description of capabilities	
	Claim management process	5.0
	Benefit determination	5.0
	Payment to beneficiary	5.0
	Auditing	5.0
<b>3</b>	<b>Reporting</b>	<b>20</b>
	Periodic Reporting	10.0
	Self Billing	10.0
<b>4</b>	<b>Cost</b>	<b>40</b>
	Rates	25.0
	Guarantee Period	10.0
	Additional Costs	5.0
<b>Total Points</b>		<b>90</b>

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

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

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



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

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

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

Respondent should check each box below indicating compliance.

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

**RESPONDENT SHOULD SIGN AND RETURN THIS PAGE WITH ITS PROPOSAL**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Representative (Please print)

\_\_\_\_\_  
Authorized Signature

**APPENDIX A FEE SCHEDULE**  
**HEALTH RELATED SERVICES – LIFE, AD&D, DISABILITY**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL**

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

**Life Rate Quotation Form - Fully Pooled Term**

	Assumed Volume	Year 1	Year 2	Year 3
		<u>                    </u>	<u>                    </u>	<u>                    </u>
■ Employee Basic Life	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
■ Employee Suppl. Life				
<30	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
30 - 34	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
35 - 39	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
40 - 44	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
45 - 49	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
50 - 54	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
55 - 59	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
60 - 64	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
65 - 69	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
70 & over	\$ _____	\$ _____/\$1,000	\$ _____/\$1,000	\$ _____/\$1,000
■ Spouse				
Full Time (\$5,000)	\$ _____	\$ _____/unit	\$ _____/unit	\$ _____/unit
Part Time (\$5,000)	\$ _____	\$ _____/unit	\$ _____/unit	\$ _____/unit
■ Dependent Life				
Full Time (\$2,000)	\$ _____	\$ _____/unit	\$ _____/unit	\$ _____/unit
Part Time (\$1,000)	\$ _____	\$ _____/unit	\$ _____/unit	\$ _____/unit
■ Retiree Life	\$ _____	<u>\$ _____/\$1,000</u>	<u>\$ _____/\$1,000</u>	<u>\$ _____/\$1,000</u>

# AD&D Quotation Form

(Please return this completed form with your proposal)

	Assumed Volume	Year 1	Year 2	Year 3
Employee AD&D	\$ _____	\$ _____ _____/ \$1,000	\$ _____ _____/ \$1,000	\$ _____ _____/ \$1,000
Family AD&D	\$ _____	\$ _____ _____/ \$1,000	\$ _____ _____/ \$1,000	\$ _____ _____/ \$1,000

## Voluntary STD Rate Quotation Form- Fully Pooled

<u>Year</u>	<u>Weekly Covered Benefit</u>	<u>Rate/\$10 of Weekly Covered Benefit</u>	<u>Monthly Premium</u>
2015	\$ _____	\$ _____	\$ _____
2016	_____	_____	_____
2017	_____	_____	_____

### Assumptions

Number of employees \_\_\_\_\_

Please list any and all financial caveats.

## Voluntary STD Rate Quotation Form- Fully Pooled

(Please return this completed form with your proposal.)

<u>Year</u>	<u>Weekly Covered Benefit</u>	<u>Rate/\$10 of Weekly Covered Benefit</u>	<u>Monthly Premium</u>
2015	\$ _____	\$ _____	\$ _____
2016	_____	_____	_____
2017	_____	_____	_____

### Assumptions

Number of employees \_\_\_\_\_

Please list any and all financial caveats.

Respondent  
Name: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name (please print): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title or Representative Capacity of Signer: \_\_\_\_\_

State of Incorporation/Organization or Primary Place of Business: \_\_\_\_\_

**APPENDIX B  
RESPONDENT REFERENCES**

**HEALTH RELATED SERVICES – LIFE, AD&D, DISABILITY**

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

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone : \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**APPENDIX C  
STATEMENT OF COMPLIANCE**

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

**RE: WILLIAMSON COUNTY**

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

**If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.**

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## APPENDIX D CONFLICT OF INTEREST QUESTIONNAIRE

### For Respondent or other person doing business with local government entity

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

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

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

OFFICE USE ONLY

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

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

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

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

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

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

Page 2

**For Respondent or other person doing business with local government entity**

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

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

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

Yes No

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

Yes No

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

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 E

## PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA

### ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

ADDENDUM # \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ ADDENDUM # \_\_\_\_\_

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Name and Address of Proposer:

Fax: \_\_\_\_\_ Telephone#: \_\_\_\_\_

By: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for

## APPENDIX F SIGNATURE PAGE

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

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

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

---

Respondent (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

# Williamson County Purchasing

## Address:

901 S Austin Ave  
Georgetown, TX 78626

## Directions:

### From South (Austin, Round Rock)

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

### From North (Jarrell, Georgetown)

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

