



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

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

REQUEST FOR PROPOSAL (RFP)

ORACLE R-12 UPGRADE FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 13RFP00113

PROPOSALS MUST BE RECEIVED ON OR BEFORE: FEBRUARY 19, 2013–3:00 PM

PROPOSALS WILL BE PUBLICLY OPENED: FEBRUARY 19, 2013–3:00 PM

PRE-PROPOSAL CONFERENCE: FEBRUARY 5, 2013 AT 3:00 PM

**Location: 301 SE Inner Loop Ste 108, Georgetown –
Human Resource Training Room.**

Williamson County is soliciting sealed proposals for the upgrade of the county's current Oracle Ebusiness Suite 11.5.10.2 to the latest Oracle E-business Suite version 12 modules to Oracle version R12, fully described in this document. The County seeks comprehensive proposals from Respondents believed to have the capability to meet the County's requirements.

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 13RFP00113. Specifications for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

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

PROPOSAL NAME:	Oracle R-12 Upgrade Williamson County
PROPOSAL NO:	13RFP00113
DUE DATE/TIME:	FEBRUARY 19, 2013 ON OR BEFORE 3:00 PM
MAIL OR DELIVER TO:	Williamson County Purchasing Department Attn: Oracle R-12 Upgrade 13RFP00113 301 SE Inner Loop, Suite 106 Georgetown, TX 78626

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

Assistant Purchasing Agent or successor

Jonathan Harris

301 SE Inner Loop, Suite 106

Georgetown, TX 78626

joharris@wilco.org

Question submittals must be made via email, and are due by 5PM CST on February 11, 2013. 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 modifications to the Proposals received will be allowed.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE RFP.**

**ORACLE R-12 UPGRADE
FOR WILLIAMSON COUNTY
PROPOSAL NUMBER: 13RFP00113**

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, 301 SE Inner Loop, Suite 106, Georgetown, Texas 78626.

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

Tentative Schedule of Events

Issuance of RFP	January 22, 2013
Pre-Proposal Conference	February 5, 2013
Deadline to Submit Questions	February 11, 2013
Proposal Submission Deadline (Late Proposals will not be considered)	February 19, 2013
Proposals Distributed to Evaluation Committee	February 20, 2013
Evaluation Committee to Tabulate Scoring and Determines Short List	February 25, 2013
Conduct Interview/Best and Final Offer/Short List (optional)	February 28, 2013
Recommendation for Contract Award	March 12, 2013

PRE-PROPOSAL INSPECTION

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

1. INTRODUCTION TO RESPONDENTS

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

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

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

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

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

2.2.2 Incorporation by Reference and Precedence

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

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

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

2.23 Ownership of Proposal

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

2.2.4 Disqualification of Respondent

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

2.2.5 Funding

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

2.2.6 Assignment, Successors and Assigns

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

2.2.7 Implied Requirements

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

2.2.8 Termination

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

liability, upon thirty (30) calendar days written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.9 Non-Performance

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

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

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

2.2.11 Right to Audit

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

2.2.12 INTENTIONALLY DELETED

2.2.13 Proposal Preparation Cost

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

2.2.14 INDEMNIFICATION

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

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

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND

SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

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

2.2.15 Waiver of Subrogation

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

2.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

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

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for

the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

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

2.2.20 Equal Opportunity

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

2.2.21 Notice

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

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

Respondent:

Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

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

statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

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

2.2.25 No Waiver of Immunities

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

2.2.26 No Waiver

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

2.2.27 Current Revenues

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

2.2.28 Binding Effect

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

2.2.29 Assignment

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

2.2.30 Safety

Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety

program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

2.2.32 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 INTENTIONALLY DELETED

2.2.34 Contractual Development

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

2.2.35 Entire Agreement

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

2.2.36 Survivability

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

2.2.37 Payment

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

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the

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

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

2.2.38 Contractual Formation and Ensuing Agreement

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

The Respondent's Proposal should include a sample contract for the County's review and consideration.

2.2.39 Time for Performance

The Respondent's Proposal should include an estimated time frame for completion of each of the Upgrade Requirements and Options.

2.2.40 Insurance Requirements

By signing its Proposal, the Successful Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Successful Respondent's cost, insurance in accordance with this provision.

Successful Respondent will be required to submit Certificates of Insurance **prior to being awarded the Contract.**

All certificates of insurance coverage as specified below must be provided to the following individual:

- Williamson County Purchasing Department
- Attn: Jonathan Harris
- 301 SE Inner Loop – Suite 106
- Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

Errors and Omissions Coverage	\$1,000,000
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Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any

claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

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 with the Proposal.

3.5 Assumed Business Name

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

3.6 Economy of Presentation

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

3.7 Proposal Obligation

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

3.8 Compliance with RFP Specifications

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

3.9 Evaluation

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

3.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Modification or withdrawal of the Proposal in any manner will not be considered if submitted after the deadline.

3.11 Responsibility

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

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

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

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

3.12 Firm Pricing

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

3.13 Purchase Orders

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

3.14 Silence of Specifications

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

3.15 References

Williamson County may require Respondent to supply a list of at least three (3) State and/or local government references for which Respondent has supplied similar services in the past three (3) years if Respondent has not done business with the County within the past five (5) years. The name of firm, address, phone number and name of a representative to contact must be provided. For purposes of this Request for Proposal there will also be a requirement for one Commercial (Private Sector) Reference which the Respondent is providing or has provided the services for an equal or lower valued contract with similar requirements to this Proposal.

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 should 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
- e. Price Sheets forms (Appendices A)
- f. References: Identification of three (3) State and/or local government references for which the Respondent is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B of RFP)
- g. Reference: Commercial (Private Sector): Identification of one (1) Commercial (Private Sector) reference which the Respondent is providing or has provided the services for an equal or lower valued contract with similar requirements to this Proposal. (Appendix C)
- h. Conflict of Interest Questionnaire (Appendix D of RFP)
- i. Proposal Affidavit and Acknowledgement of Addenda (Appendix E of RFP)
- j. Signature Page (Appendix F of RFP)
- k. **Sample contract for County's review and consideration**

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

4.4 Executive Summary

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

- (a) A description of Respondent solution
- (b) A description of Respondent's relevant experience to the proposed solution,
- (c) A summary of any key differentiators that make Respondent uniquely positioned to provide the R12 implementation services to the County.

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

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

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

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

4.5 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

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

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

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

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

4.6 Ethics

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

4.7 Proposal Submittal

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

4.8 Delivery of Proposals

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

Williamson County Purchasing Department
Attn: Oracle R-12 Upgrade 13RFP00113
301 SE Inner Loop, Suite 106
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 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."

4.8 Pricing Model

(a) Section 5.3 provides a breakdown of cost. Respondent should include any additional unforeseen cost.

5. PROPOSAL SPECIFICATIONS

5.1 General Information

The following Oracle Release 12 (R12) E-Business Suite (EBS) application modules are included within the scope of the Project.

- Purchasing
- Accounts Payable
- Payments
- Payroll
- Human Resources
- Benefits
- iExpense
- Fixed Assets
- Projects and Grants
- Accounts Receivable
- Treasury (includes Cash Management)
- General Ledger
- Web Applications Desktop Integrator
- Subledger Accounting – part of footprint once upgraded
- E-Business Tax – part of footprint once upgraded

Component Current Version E-Business		
Custom Object	Number of Objects	Comments
Applications		11.5.10.2
RDBMS*		11.2.0.1.0
Developer Oracle		6.0.8.28.0
Oracle AS		1.0.2.2.2
JDK		1.5.0_17

*** The County has upgraded its database to 11g; this is not in scope of project.**

All non-standard functionality not provided with the Oracle applications will require testing and potential retrofitting for situations where things have changed. The custom technical objects will need to be evaluated as needed, and tested to make sure they function in the R12 environment. These include custom reports, custom views for Williamson County's data mart, and other areas.

Custom Object	Number of Objects
Custom Applications	1
Concurrent Programs	90
Extensions	1
Workflows and AME	5
BI Publisher Templates	6

Custom Object	Number of Objects
FSG Reports	121
Fast Formulas	194
Value Sets	39
Discoverer Reports	109
Custom Objects	222
Custom Forms	2
Customer Form Functions	2
Custom Menus	64
Custom Responsibilities	86
Customer Folders	368
Discoverer Business Areas	20
Total	1331

5.2 Scope of Services

During the County's R12 Assessment the following applications business processes were reviewed during Discovery and Planning and a determination was made as to which of those will be in scope for the upgrade.

SCOPE SUMMARY – HCM		
BUSINESS PROCESS	REVIEWED DURING DISCOVERY	IN SCOPE FOR UPGRADE
Human Resources		
Learning Management	Yes	No; however, Events and Booking functionality will be reviewed and used or an SIT will be used
Payroll		
Maintain Workforce Data	Yes	Yes
Maintain Payroll Deductions/Earnings	Yes	Yes
Capture Time	Yes	Yes with an interface to Kronos
Process One-Time Payment	Yes	Yes

SCOPE SUMMARY – HCM		
BUSINESS PROCESS	REVIEWED DURING DISCOVERY	IN SCOPE FOR UPGRADE
Process Payroll	Yes	Yes
Calculate Payroll Costs	Yes	Yes
Reconcile Payroll and Transfer to General Ledger	Yes	Yes
Process Employee and Third Party Payments	Yes	Yes
Month End Reconciliation	Yes	Yes
Quarter End Processing	Yes	Yes
Year End Processing	Yes	Yes

SCOPE SUMMARY – FINANCIALS		
BUSINESS PROCESS	REVIEWED DURING DISCOVERY	IN SCOPE FOR UPGRADE
Purchasing		
General Configuration and Utilization	Yes	Yes
Supplier Creation and Maintenance	Yes	Yes
Requisition Process	Yes	Yes
Purchase Order Process	Yes	Yes
Approval Process	Yes	Yes
Receiving Process	Yes	Yes
Inquiry	Yes	Yes
Month End Processing	Yes	Yes
Year End Processing	Yes	Yes
Customer Facing Documents	Yes	Yes
Payables		
General Configuration	Yes	Yes
Supplier Creation and Maintenance	Yes	Yes
Bank Maintenance and Manual Payment Clearing	Yes	Yes
Invoice Processing	Yes	Yes
Payment Processing	Yes	Yes
Month End Processing	Yes	Yes
Year End Processing	Yes	Yes
Customer Facing Documents	Yes	Yes
Assets		
General Configuration	Yes	Yes
Asset Additions	Yes	Yes
Asset Maintenance/Adjustments/Retirements	Yes	Yes
Asset Depreciation/Journal Entry	Yes	Yes
Month End Processing	Yes	Yes
Year End Processing	Yes	Yes
Projects/Grants		
Project Entry	Yes	Yes
Award Creation	Yes	Yes
Budgets	Yes	Yes
Transactions/Expenditure	Yes	Yes

SCOPE SUMMARY – FINANCIALS

BUSINESS PROCESS	REVIEWED DURING DISCOVERY	IN SCOPE FOR UPGRADE
Burdening	Yes	Yes
Revenue Recognition/Billing	Yes	Yes
Capitalization	Yes	Yes
Inquiry	Yes	Yes
AutoAccounting/Account Generators	Yes	Yes
Month End Close	Yes	Yes
Year End Close	Yes	Yes
Receivables		
General Configuration and Integration	Yes	Yes
Customer Creation/Maintenance	Yes	Yes
Transactions	Yes	Yes; however, it is not being used, implemented during upgrade.
Receipts	Yes	Yes
AR Accounting	Yes	Yes
Month End Close	Yes	Yes
Year End Close	Yes	Yes
Cash Management		
General Configuration and Utilization	Yes	Yes
Transaction Clearing	Yes	Yes
Bank Transfers	Yes	Yes
Bank Statement Reconciliation	Yes	Yes; however, it is not being used, implemented during upgrade.
Cash Position/Cash Flow	Yes	Yes; however, it is not being used, implemented during upgrade.
Cash Forecasting	Yes	Yes; however, it is not being used, implemented during upgrade.
Treasury		
General Configuration and Utilization	Yes	Yes
Create Investment Instruments	Yes	Yes
Settle Investment Transactions	Yes	Yes
Authorize Transfer Journals	Yes	Yes
Set Policies and Limits for Investment	Yes	Yes; however, it is not being used, implemented during upgrade.
Inquiry on Positions, Limits, and Exposures	Yes	Yes; however, it is not being used, implemented during upgrade.
General Ledger		
General Configuration	Yes	Yes
Journal Entry	Yes	Yes
Budget Preparation and Maintenance	Yes	Yes
	Yes	Yes

5.3 Additional Requirements

As a result of the R12 Assessment Williamson County's objective is to implement the following enhancements. This is in addition to any requirements for R12 functionality. Due to cost limitations the County may choose to eliminate some of module enhancements. We would like each module priced separately.

Required Additions

Reporting

Convert existing reports to Apex or Portal Application.

Discoverer Reports	109
Portal Reports	250

Interfaces

Ensure all existing interfaces are functioning properly

APPLICATION / SYSTEM	DESCRIPTION	TYPE OF INTEGRATION
Depository Bank	<input type="checkbox"/> Positive Pay files, ACH, <input type="checkbox"/> Download of Bank reconciliation Statements	Upload/Download of Extract Files
Employee Insurance	<input type="checkbox"/> Employees Benefits files	Upload/Download of Extract Files
3 rd Party Administration	<input type="checkbox"/> Employees Benefits files	Upload/Download of Extract Files
Kronos	<input type="checkbox"/> Inbound Interface for Time to BEE	Programmatic
Financial Center	<input type="checkbox"/> Custom Views	Programmatic
Budget Center	<input type="checkbox"/> Custom Views	Programmatic
Benefit Respondents	<input type="checkbox"/> Employees Benefits files	Upload/Download of Extract Files

Convert other Custom objects:

Custom Object Type	Total Object Count
Boundary Systems	0
Custom Applications	1
Concurrent Programs	90
Extensions	1
Workflows and AME	5
BI Publisher Templates	6
FSG Reports	121
Fast Formulas	194
Value Sets	39
Discoverer Reports	109
Alerts	0
Custom Objects	222
Custom Forms	2
Custom Form Functions	3
Custom Menus	64
Custom Responsibilities	86
Custom Folders	368
Custom Lookups	0
Messages	0
Discoverer Business Areas	20

5.3 Additional Requirements

Perform project management services for the life cycle of this initiative. A dedicated project manager will be provided and the expected services and documentation for the project will include but may not be limited to the following:

Project Charter

Project Scope

Financial Management/Budget Plan

Identify and present increase in support cost associated with R12 Upgrade

Identify application licensing cost increases with deployment of new modules and or functionality

Identify and present costs associated with any hardware changes

Identify and present ancillary project costs (documentation, training, office supplies, etc.)

Communication Plan

Risk Management Plan

Quality Management Plan

Test Management Plan (Unit, System and UAT)

Project Schedule and Timeline

Change Management Plan

Functional staffing and resource requirements

Technical staffing and resource requirements

Upgrade documentation to include functional changes

Training and education plan for customer groups

Post go-live requirements

1. Optional Additions ([A la Carte](#))

PAYROLL

Enhancements
Address the issues with the Oracle assignment number in the Kronos interface to BEE so that Payroll does not have to manually edit the assignment number for those with multiple assignments or re-hires

PURCHASING

Enhancements
Enable e-Mail Notifications to improve user experience for Requisition and PO approval.

PAYABLES

Enhancements
Provide targeted training on new Supplier Setup and Trading Community Architecture (TCA).
Provide targeted training on new Payment application
Provide baseline training on the iExpense application
Training may also provide information on new and improved ways to utilize and navigate Oracle Payables and Oracle Payment
Utilize Multi Org Access Control functionality to enable data entry across both WC and CSCD operating units.
Utilize new R12 Disbursement Request functionality for payment of jurors.

Utilize new R12 functionality to replace supplier bank on unpaid/partially paid invoices with new bank account information whenever a supplier paid via ACH changes banks.
Utilize iExpense for automated P-Card integration and expense reimbursement requests.
Review the R12 improved remittance advice reporting to possibly enhance the ACH remittance email
Review possible use of R12 Payment application capabilities for running check runs across operating units to streamline check printing process.
Evaluate use of Sub Ledger Accounting to achieve GASB34 reporting solution using a single General Ledger.
Evaluate use of automated integration into Payable of ACH transactions.
Evaluate archiving from a DBA standpoint.

FIXED ASSETS

Enhancements
Invoice Lines having 3xxx and 5xxx accounts have been preprogrammed to be either flagged as assets or not using the 'Update Asset Flag' extension; miscodes on invoices result in non-capitalized equipment; workaround is to delete the record from Mass Additions and add the equipment asset manually.
Employee is being automatically assigned to asset additions; workaround is to remove the assignment.
Capitalized costs captured in Oracle Projects/Grants for grant-funded projects are not integrated with Oracle Assets; workaround is to manually add the assets in the Assets
Workbench or use FADI for high-volume asset additions; Evaluation use of project templates and asset line assignments to minimize manual additions.
Evaluate using Asset Key flexfield to capture Project Number for Project-sourced assets instead of embedding Project Number in the Asset Description.
Fixed Assets department prepares a report of assets by project/grant by running standard Assets reports and analyzing the asset description; Evaluate use of the Asset Key flexfield for storing and reporting project/grant information
GASB34 Reporting solution is not working due to consolidation mapping issues in Oracle General Ledger
Targeted training for integration of Assets with Projects/Grants for capitalized costs, including capital project template creation, and asset line assignment in Projects/Grants.

PROJECTS AND GRANTS

Enhancement
Additional project types need to be defined for Grant Capital Projects, Non-Capital Construction Projects and Non-Sponsored Construction Projects.
Additional templates will need to be defined to correspond to the additional project types, at a minimum.
Review project templates Quick Entry to ensure all required fields are specified
Review project templates and disable unnecessary Project Options that are not

applicable.
Add Commissioner's Court Project Type classification to all projects to facilitate project categorization by function for CAFR.
Add project classification for Precinct.
Add project classification for Construction Project Type – Pass-through, Inter-Local, TXDOT AFA.
Review project roles to determine how Williamson County needs to use these to support reporting by these roles; may need to define some additional roles.
Grant Indirect Projects – define standard task structure on the project template so it copies to all new projects.
Grant Capital Projects - Need to setup a new type and template for these types of projects because budget entry method will be at Task Level, not project Level like existing Proj Cap project type.
Need a new type of non-sponsored project, Non-Sponsored Construction Project, for Road and Bridge projects funded by the Road and Bridge fund rather than by a grant or bond money.
Need to setup a new department for Road and Bridge to break out maintenance costs from construction costs
Funded at project level
Budgetary control at project level
Budget at project level
Look just like other capital projects for a setup perspective
Enable Project Budgetary Control functionality to force budgetary control on non-sponsored projects.
Need to define the calendar out further than the next fiscal year to eliminate need to update award end dates every year for capital project awards.
Review use of Award Personnel, References, and Terms and Conditions for possibilities to support reporting requirements, such as Awards by CFDA #; would need personalization to require entry on award setup.
Disable Award DFF for Maximum Award Amount
Setup Reports and define custom tickler report for upcoming due dates; would need personalization to require entry on award setup.
Payroll setup – add award info to employee costing – can be done in 11i.
Develop interface to send labor costs from Oracle Payroll to Oracle Grants.
Clean up expenditure categories/types, allowed cost schedules and resource list prior to starting upgrade
Possibly may want to use in the future for fringes on labor costs that are charged to Projects and Grants – can be done in 11i.
Possible implementation of billing functionality in Grants and interfacing invoices to A/R and enter standard receipts and apply to grant invoice – can be done in 11i.
Need to add Expenditure Inquiry-All Projects to the Williamson County responsibilities to allow users to query expenditures with a common attribute across projects – can be done in 11i.
Review PSI columns to and possibly configure some additional or different columns – can be done in 11i.
Re-evaluate how project-related costs are being charged to the general ledger in light of new types of projects managed by the county.
Re-evaluate how project-related revenues are being charged to the general ledger to eliminate reclass entries; drive account off revenue category tied to an expenditure type for the different types of revenues, including deferred revenue – can be done in
AutoAccounting Lookup Sets - may want to move away from lookup sets and modify rules to drive values off of DFF's on organization for fund and department segments.
If Grant Billing functionality is enabled, Receivables will need to be closed after Grants.

Advanced Period Processing and Maintain Common PA/GL Periods – currently not turned on, but want to use this functionality.
Take advantage of new system profile that allows expenditure item date to be derived from A/P Invoice G/L date
Dynamic Insertion – currently not turned on due to fear of fat fingers creating invalid account combinations; cross validation rules can limit this, and should be explored; also Minnie has a report that Melanie reviews that shows new account combinations that alerts accounting so they can initiate a correction.
All recommendations except for the new system profile that allows expenditure item date to be derived from A/P Invoice G/L date can be implemented in the current 11i environment, and are not contingent upon the R12 upgrade.

ACCOUNTS RECEIVABLE

Enhancement
Evaluate use of integration of project/grant billing with Receivables – see Projects and Grants findings document for details.
Use Receipt Batches to “bundle” receipts by deposit ticket.
Enable descriptive flexfield on receipt to capture department processing date instead of using receipt comment field
Enable descriptive flexfield on receipt to capture award number if Grant Billing is not utilized.
Do all receipt reversals in A/R instead of doing journal entries
If Grant Billing functionality is enabled, Receivables will need to be closed after Grants.
All recommendations can be implemented in the current 11i environment, and are not contingent upon the R12 upgrade

CASH MANAGEMENT

Enhancement
Provide baseline training for users of the Cash Management application on new and improved ways to utilize and navigate Oracle Cash Management.
Utilize Cash Management for the automated clearing of checks for the General Fund and CSCD bank accounts, utilizing cleared checks import to streamline this process.
Utilize Cash Management for the automated reconciliation of the General Fund and CSCD bank accounts, utilizing bank statement import and auto reconciliation to streamline this process
Utilize Cash Forecasting functionality to manage bank account funding.
Utilize reporting capability in Oracle Cash Management to create cash flow statements.

TREASURY

Enhancement	Price
Provide baseline training on the Treasury application for investment management process.	
Training may also provide information on new and improved ways to utilize and navigate Oracle Treasury.	

GENERAL LEDGER

Enhancement
Provide targeted training on use of Cross-Validation Rules and Security Rules to reduce incidents of incorrect account code creation and subsequent errors on journals.
Provide targeted training on use of Journal Approval to streamline the journal approval process.
Utilize Cross Validation Rules functionality to reduce incidents of incorrect account code creation and subsequent errors on journals
Utilize Security Rules to reduce incidents of incorrect account code creation and subsequent errors on journals
Utilize Dynamic Insertion functionality to support Projects/Grants.
Utilize replacement for disabled accounts functionality to lower incidents of errors on Journal Import
Evaluate the use of Journal Approval to streamline the journal approval process.
Evaluate the use of the Management Segment Qualifier for the Accounting key flexfield for enhanced reporting.

5.3 Price Requirements

Respondent shall provide a detailed breakdown of cost and timeline.

Item	Cost	Hours
R12 Required Features		
Conversion of Reports		
Conversion Interface		
Conversion Custom Objects		
Unforeseen cost not listed		
Additional Application Features		
GENERAL LEDGER		
TREASURY		
CASH MANAGEMENT		
ACCOUNTS RECEIVABLE		
PROJECTS AND GRANTS		
FIXED ASSETS		
PAYABLES		
PURCHASING		
PAYROLL		

5.4 The Respondent's Proposal should include a sample contract for the County to consider.

6. CONTRACT ADMINISTRATION

Jay Schade, Williamson County Technology Services, (or successor) 301 SE Inner Loop, Suite 105 Georgetown, TX 78626 jjschade@wilco.org 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 the 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 must 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 must 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:

Evaluation of the Proposals received will be based on the following criteria. Criteria must be met to be considered.

Percent	Criteria
20%	Overall methodology and approach to project
20%	Three (3) State and/or local government references for similar services in the past three (3) years; and one Commercial (Private Sector) reference which the Respondent is providing or has provided the services for an equal or lower valued contract with similar requirements to this Proposal.
20%	Knowledge and Experience of Proposed team or personnel
20%	Price and duration
20%	Past experience with upgrading 11i to R12
	Total

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.

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 must 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 Sheets form (Appendix A)
- ☐ References State and/or Local Government: Identification of three (3) references for which the Respondent is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B)
- ☐ References – Commercial (Private Sector) Identification of one (1) reference which the Respondent is providing or has provided the services for an equal or lower valued contract with similar requirements to this Proposal. (Appendix C)
- ☐ Conflict of Interest Questionnaire (Appendix D)
- ☐ Proposal Affidavit and Acknowledgement of Addenda (Appendix E)
- ☐ Signature Page (Appendix F)
- ☐ File copy of Assumed Name Certificate - *If Respondent 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>
- ☐ **Sample contract for County's review and consideration**
- ☐ One (1) original, two (2) paper copies and one **(1) CD copy** of the Proposal should be mailed to or delivered on or before the Proposal submittal deadline, to the Williamson County Purchasing Department, 301 SE Inner Loop, Suite 106, Georgetown, TX 78626.

RESPONDENT MUST SIGN AND RETURN THIS PAGE WITH ITS PROPOSAL

Company

Telephone Number

Address

Email Address

Authorized Representative (Please print)

Title

Authorized Signature

Date

APPENDIX A
PRICE SHEET
ORACLE R-12 UPGRADE

THIS FORM MUST BE COMPLETED, AND RETURNED WITH PROPOSAL

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

TOTAL PRICING FOR REQUIRED UPGRADE

**This includes R12 Required Features, Conversion of Reports, Conversion of Interface,
Conversion of Custom Objects, and Unforeseen Cost not listed.**

Total Amount

WRITTEN AMOUNT

NUMERICAL AMOUNT



APPENDIX A – CONT.

PRICE SHEET ORACLE R-12 UPGRADE

PRICING FOR ALTERNATE OPTIONS

PAYROLL ENHANCEMENT ALTERNATE

Total Amount _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

PURCHASING ENHANCEMENT ALTERNATE

Total Amount _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

PAYABLES ENHANCEMENT ALTERNATE

Total Amount _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

FIXED ASSETS ENHANCEMENT ALTERNATE

Total Amount _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

THIS FORM MUST BE COMPLETED, AND RETURNED WITH PROPOSAL

APPENDIX A – CONT.
Price Sheet
ORACLE R-12 UPGRADE

PROJECTS AND GRANTS ENHANCEMENT ALTERNATE

Total Amount _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

ACCOUNTS RECEIVABLE ENHANCEMENT ALTERNATE

Total Amount _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

CASH MANAGEMENT ENHANCEMENT ALTERNATE

Total Amount _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

TREASURY ENHANCEMENT ALTERNATE

Total Amount _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

GENERAL LEDGER ENHANCEMENT ALTERNATE

Total Amount _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

THIS FORM MUST BE COMPLETED, AND RETURNED WITH PROPOSAL

**APPENDIX A - CONTINUED
PRICE SHEET
ORACLE R-12 UPGRADE**

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

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

Respondent
Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

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

Company Name:	
Authorized Signature:	
Title:	

APPENDIX B
RESPONDENT REFERENCES
ORACLE R-12 UPGRADE

THIS FORM MUST BE COMPLETED, AND RETURNED WITH PROPOSAL

If applicable please list at least three (3) State and/or local government agencies where the same or similar products and/or services as contained in this specification package were recently provided.

REFERENCE ONE

Governmental Agency Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Reference Two

Governmental Agency Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Governmental Agency Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX C
ORACLE R-12 UPGRADE

COMMERCIAL REFERENCE
FOR EQUAL OR LOWER VALUED CONTRACT

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

If applicable please list at least one (1) Commercial (Private Sector) company where the same or similar products and/or services as contained in this specification package were recently provided.

COMMERCIAL REFERENCE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

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

For Respondent or other person doing business with local government entity

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

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

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

OFFICE USE ONLY

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For Respondent or other person doing business with local government entity

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

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

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

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

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

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

Date: _____, 20____

APPENDIX E
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA
ORACLE R-12 UPGRADE

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

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 RFP AND THE RESPONDENT'S PROPOSAL HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. RESPONDENT FURTHER CERTIFIES AND AGREES TO FURNISH ANY AND/OR ALL GOODS AND/OR SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE PROPOSED, 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 Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal 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
ORACLE R-12 UPGRADE

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

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

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

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

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Williamson County Inner Loop Annex

Address:

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

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

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

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

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

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

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

INNER LOOP ANNEX FLOOR PLAN

