



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 S. Austin Ave.
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/es/s.aspx>

REQUEST FOR PROPOSAL (RFP)

SPECIFIC & AGGREGATE STOP LOSS INSURANCE FOR WILLIAMSON COUNTY BENEFIT PLAN

PROPOSAL NUMBER: 15RFP102

PROPOSALS MUST BE RECEIVED ON OR BEFORE: July 8, 2014 – 2:00 PM

PROPOSALS WILL BE PUBLICLY OPENED: July 8, 2014 – 2:00 PM

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 15RFP102 Specific & Aggregate Stop Loss Insurance for Williamson County Benefit Plan. Specifications for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals should be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Respondents should forward **one (1) original, six (6) 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:	Specific & Aggregate Stop Loss Insurance for Williamson County Benefit Plan
PROPOSAL NO:	15RFP102
DUE DATE/TIME:	July 8, 2014 ON OR BEFORE 2:00 PM
MAIL OR DELIVER TO:	Williamson County Purchasing Department 901 S. Austin Ave. Georgetown, TX 78626

Any questions, clarifications or requests for general and/or technical information should be directed in writing to the contact listed below (please copy nick_long@ajg.com):

Assistant Purchasing Agent
ATTN: 15RFP102 Specific & Aggregate Stop Loss Insurance
901 South Austin Avenue
Georgetown, TX 78626
purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on July 2, 2014. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

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

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

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

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

**SPECIFIC & AGGREGATE STOP LOSS INSURANCE
FOR WILLIAMSON COUNTY BENEFIT PLAN
PROPOSAL NUMBER: 15RFP102**

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

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

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

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

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

Tentative Schedule of Events

Issuance of RFP	June 17, 2014
Deadline to Submit Questions	July 2, 2014 at 5:00PM
Proposal Submission Deadline (Late Proposals will not be considered)	July 8, 2014 at 2:00 PM
Recommendation to Commissioners Court	July 29, 2014
Effective Date	November 1, 2014

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. The Successful Respondent is sometimes referred to herein as the "selected administrator", "successful administrator" or the "administrator".

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

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

2.2.2 Incorporation by Reference and Precedence

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

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

2.2.3 Ownership of Proposal

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

2.2.4 Disqualification of Respondent

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

2.2.5 Funding

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

2.2.6 Assignment, Successors and Assigns

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

2.2.7 Implied Requirements

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

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all

other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon 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 (please refer to section B; paragraph 13 under Proposal specifications for additional information relative to audits)

2.2.12 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.

2.2.13 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.

2.2.14 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.

2.2.15 Relationship of the Parties

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

2.2.16 Sole Provider

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

2.2.17 Force Majeure

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

2.2.18 Severability

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

2.2.19 Equal Opportunity

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

2.2.20 Notice

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

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

Respondent:

Address set out in Respondent's Transmittal
Letter

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

2.2.21 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County. However, the total bid for each Proposal submitted must include any applicable taxes. Although the County is exempt from most City, State and Federal taxes, this is not true in all

cases. It is suggested that taxes, if any, be separately identified, itemized and stated on each Proposal. The County cannot determine for the Respondent whether or not the Proposal is taxable to the county. The Respondent through the Respondent's attorney or tax consultant must make such determination. Bills submitted for taxes after the Proposals are awarded will not be honored.

2.2.22 Compliance with Laws

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

2.2.23 Incorporation of Exhibits, Appendices and Attachments

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

2.2.24 No Waiver of Immunities

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

2.2.25 No Waiver

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

2.2.26 Current Revenues

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

2.2.27 INTENTIONALLY DELETED

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.

2.2.31 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.

2.2.32 Estimated Quantities

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

2.2.33 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. Successful Respondent should provide sample contract/policy prior to contract award.

2.2.34 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.

2.2.35 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.

2.2.36 Air Quality

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

Option – TLGC § 271.907. This option allows the County to evaluate Proposals and give preference to goods and/or services of a Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact. Respondents are expected to meet all mandated state and federal air quality standards.

2.2.37 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: accountspayable@wilco.org 512-943-1500

2.2.38 Contractual Formation and Ensuing Agreement

The RFP and the Respond'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 will be required by Williamson County to sign an ensuing Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

All Respondents must supply the County with what they feel is an executable contract/policy based upon the language and form of the RFP specifications. Failure to do so may affect a Respondent's selection.

2.2.39 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning November 1, 2014 and ending October 31, 2015.

2.2.40 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within Williamson County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by Williamson County to be competitive with current market conditions. However, Williamson County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of the contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon

the failure of Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

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

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

3.1 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

3.2 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.3 PROPOSAL PREPARATION COST

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

3.4 SIGNATURE OF RESPONDENT

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

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

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

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

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

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

3.5 ASSUMED BUSINESS NAME

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

3.6 ECONOMY OF PRESENTATION

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

3.7 PROPOSAL OBLIGATION

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

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.9 EVALUATION

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

3.10 WITHDRAWAL OF PROPOSAL

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

3.11 RESPONSIBILITY

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

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

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

3.12 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 will require Respondent to supply a list of at least three (3) references where like services and/or goods have been supplied by Respondent.

4. RESPONSE FORMAT AND SUBMISSION

4.1 INTRODUCTION

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

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

Please provide your Proposal response using:

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

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

Each Proposal should be organized in the manner described below:

- a. Transmittal Letter (Appendix A of RFP)
- b. Table of Contents
- c. Executive Summary
- d. Fee Proposals (Appendix B of RFP)
- e. Statement of Compliance (Appendix C of RFP)
- f. Felony Conviction Notice (Appendix D of RFP)
- g. References: 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 E of RFP)
- h. Conflict of Interest Questionnaire (Appendix F of RFP)
- i. Proposal Affidavit (Appendix G of RFP)
- j. Signature Page (Appendix H of RFP)

4.3 TRANSMITTAL LETTER

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

1. Name and address of individual or business entity submitting the Proposal;
2. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);

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

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

4.4 EXECUTIVE SUMMARY

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

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

4.5 CONFLICT OF INTEREST

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

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

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

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

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

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

4.6 ETHICS

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

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: RFP# 15RFP102
901 S. Austin Ave.
Georgetown, Texas 78626

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

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

Respondent should submit **one (1) original, six (6) paper copies and one (1) CD** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

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

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

5. PROPOSAL SPECIFICATIONS

5.1 BACKGROUND INFORMATION

Williamson County has a self-insured Medical benefit program administered by Aetna Inc. utilizing both Aetna's Choice POS 2 network and The Seton Health Alliance ACO. The County offers Four (4) Medical plans. These plans differ by network, deductible and co-insurance amounts.

The County's current ISL is \$250,000 and the Aggregate is a 125% corridor.

Key factors for consideration of proposal submittal

A new TPA, Aetna has been selected for 2015 Plan Year beginning 11/1/2015, both Aetna and Williamson County are working on finalizing plan design that will consist of a similar plan structure as currently offered that will include two PPO Plans, a High and Low Deductible and two ACO Plans also a High and Low Deductible.

This RFP is for:

Specific & Aggregate Stop Loss Insurance

Respondents may submit Proposals for all or selected services.

The County does not have the staff to increase their job functions being performed currently. Therefore, any carrier/administrator must be willing to meet all the stated current services as a minimum and clearly outlined in his or her Proposal any deviations from those stated within the RFP.

Please note that your inability to propose any of the above options would not preclude you from being selected as a finalist. Should you have standard products that do not in their entirety meet the RFP Specifications and Requirements, please feel free to propose based upon your standard package. However, you must specify any and all deviations in your Proposal and the RFP on the "Statement of Compliance". It will be assumed that your Proposal is in compliance if deviations are not noted in the "Statement of Compliance". This RFP has outlined the services the County expects as a minimum requirement.

Any prospective Respondent will be responsible for having qualified personnel and computerized systems capable of handling a case of this size and the flexible plan of benefits. The Respondent must provide references and proof of the provider's ability to serve satisfactory to the County. This Contract will not be based upon cost alone but will place equal importance on ability to pay claims timely and accurately, and on the ability of the provider to serve satisfactorily to the County.

It is not the intent of the County that commissions are built into the Proposals. Commissions, fees or other reimbursement arrangements are prohibited. Each Respondent must sign the Non-Collusion Affidavit enclosed or their Proposal will not be considered.

If you have any general and/or technical questions about the specifications, please email all questions to the attention RFP# 15RFP102 Specific & Aggregate Stop Loss Insurance at purchase@wilco.org and copy Nick Long of Gallagher Benefit Services at nick_long@ajg.com.

Claims History and Census information can be downloaded from the vendor portal at the following link:

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

5.2 GENERAL CARRIER REQUIREMENTS

5.2.1 Specific Stop-Loss

The requested specific is for \$225,000 Deductible and should be a 15/12 paid contract. The optional requests are for a \$250,000, \$300,000 and \$350,000 deductible and it should be a 15/12 contract. The specific and aggregate should include all **prescription drug** claims and exclude all claims from the stand alone dental and vision plans. Proposals must clearly state any limitations in regards to an unlimited lifetime maximum benefit.

Note: Respondents are encouraged to give options for more than a single year contract. Any Lasers, Aggregating Specific or different contract periods, must be finalized after the receipt of updated materials. Non-acceptance of this requirement must be outlined on the Statement of Compliance Form in the Proposal.

5.2.2 Aggregate Excess Protection

The aggregate attachment point must be proposed on 125% of projected paid claims. Corridors of lesser amounts such as 120% will receive preferential review. A monthly cap should be given as an option. Each Proposal must state exactly the monthly and total attachment point dollar amount, the time period covered, and if there are any restrictions.

5.2.3. Transitional Process

The selected carrier shall be responsible for all claims incurred on/or after **August 1, 2014**. The County desires that covered employees and their dependents should not be adversely affected by a change in insurance carriers. A "no-loss/no-gain" approach will apply to all participants covered under the new plan. It is imperative that any exclusions, limitations, or any other deviation be clearly outlined and discussed. A Respondent is expected to explain, in detail, their approach and responsibilities for total disabilities, active at work clauses, or any other limitations.

Proposals received with full protection – no limitations – will receive preference.

5.2.4 INTENTIONALLY DELETED

5.2.5 Compliance with the Proposal

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

5.2.6 Effective Date

The effective date of the new contract(s) will be **November 1, 2014**. Following the initial contract term from November 1, 2014 to October 31, 2015, the County will have the option to renew the contract for two (2) one-year annual renewals.

5.2.7 Proposed Rates

A minimum rate guarantee of 12 (twelve) months is required. Please confirm this guarantee in your Proposal and denote any additional guarantees your company may wish to extend to the County. It is the County's intent to establish a one year contract with the new carrier(s) provided renewal rates are acceptable and can be given within your Proposal. **Multiple year, rate guaranteed. Contracts will receive preference. Multiple year contracts must include a not to exceed cap for rate increase in the additional years.**

5.2.8 Renewal Rates

The selected carrier is asked to deliver a rate adjustment no later than 90 (ninety) days prior to the anniversary date each year.

5.2.9 Ownership of Records

All records, member files and miscellaneous data necessary to administer the plan shall be the property of the County. The selected carrier will be asked to transfer records to the County within 30 (thirty) days of notice of termination.

5.2.10 Master Policy

The master policy shall be provided to the County no later than 30 (thirty) days from effective date. Please confirm your ability to provide this service and meet the deadline in your Proposal.

5.2.11 Plan Changes and Amendments

If changes in the plan of benefits or servicing requirements are needed, such changes will be made in writing and deemed as an amendment to the Contract.

5.2.12 Carrier Selection

The selection of the carrier is tentatively scheduled to occur on July 29, 2014.

5.2.13 Data Caveat

Williamson County, Aetna, and Allegiance Benefit Plan Management have supplied the data contained herein. It has been gathered and coordinated by the consultant and reviewed as to accuracy on a "best effort" manner. This Request for Proposal is qualified to the extent the data provided is accurate.

5.3 Stop Loss Questionnaire

CARRIER INFORMATION

1. When did the insurer start writing Medical Stop Loss Insurance?
2. Please note any years in which the insurer ceased writing or renewing medical stop loss business.
3. Please provide the names, titles and phone numbers for key contact persons for claims, billing and eligibility.

FINANCIAL INFORMATION

1. Please provide information relative to your reinsurance arrangements for your medical stop loss coverage.
2. What percentage of the risk do you retain? Describe in detail.

UNDERWRITING INFORMATION

1. At renewal, what information do you require? Specifically address all disclosure requirements.
2. How far in advance of the anniversary date (November 1) can the group expect to receive renewal rates?

RATING PROCEDURES

1. Discuss your renewal philosophy. Be specific as it relates to known ongoing large claims, high deductibles, lasering, rating up, exclusion, etc.
2. Has a renewal ever been denied solely due to claim experience?
3. Does your contract allow you to limit or exclude coverage for an individual who becomes disabled or begins receiving treatment after you are awarded the contract but prior to the contract effective date?

CLAIMS INFORMATION

1. What information do you require to process a specific stop loss claim?
2. What information do you require to process an aggregate stop loss claim?

3. What kind of timeframe can we expect for you to pay both claim types?
4. What proof of payment is required for specific and aggregate claims?
5. What is your definition of a paid claim?
6. If you purchase reinsurance protection, does the reinsurer need to review all claims before they are paid, or are your decisions binding on the reinsurance?
7. If a claim is delayed beyond the end of the contract period, do you grant a waiver of the time limits for payments if the circumstances are reported to you prior to the end of the period? If not, how are such situations handled?
8. Do you require that large claim management services be used? Under what circumstances? Do you pay for such services?
9. Do you accept the reasonable and customary determinations made by the TPA, or do you have a database you use?

CONTRACT INFORMATION

1. Please provide a sample policy for our review.
2. Please list any exclusion(s) that are mandatory, regardless of the client's proposed plan document language or benefit design.
3. Do you have an "actively at work" provision? What are the procedures for waiving it?
4. What is the maximum time allowed for submission after the termination date of valid claims that were paid within the contract period?
5. Please provide the definition of experimental procedures and note how this provision is interpreted for a claim approved for payment under the medical plan.
6. Does the insurer assist in claim determination before reimbursement is requested?
7. Are there any circumstances where the insurer can deny reimbursement of a claim which has been approved by the UR program and/or the Large Case Manager and paid under the Plan?
8. Please specify all terms and conditions under which the insurer may terminate or modify its policy.
9. If the policy is issued through an MGU, delineate what happens when the reinsurer changes on a date other than the client's Plan anniversary.

10. Plan Designs Claims Experience

NETWORK BENEFIT

This Plan provides benefits through a group of contracted providers (Network Providers). A Network Provider means using a Physician or other Licensed Health Care Provider who is part of a group of contracted providers. Using Network Providers offers cost-savings advantages because a Covered Person pays only a percentage of the scheduled fee for services provided.

To determine if a provider qualifies as an eligible Network Provider under this Plan, please consult Aetna's website at www.aetna.com to access links for directories of Network Providers.

The Benefit Percentages for Medical Benefits may vary depending on the type of service and provider rendering the service or treatment. Non-Network Provider means a provider who is not a Network Provider. If a Non-Network Provider is chosen over a Network Provider, the Benefit Percentage will be lower (as stated in the following Schedule of Medical Benefits), unless one of the a Non-Network Benefit Exceptions stated below applies.

NON-NETWORK BENEFIT EXCEPTION

When a covered service is rendered by a Non-Network Provider, charges will be paid as if the service were rendered by a Network Provider only under the following circumstances:

1. Charges for an Emergency as defined by this Plan, limited to only those emergency medical procedures necessary to treat and stabilize an eligible injury or illness and then only to the extent that the same are necessary in order for the Covered Person to be transported, at the earliest medically appropriate time to a Network Hospital, clinic or other facility, or discharged.
2. Charges which are incurred as a result of and related to confinement in or use of a Network Hospital, clinic or other facility only for Non-Network services and providers over whom or which the Covered Person does not have any choice in or ability to select.
3. A Network Provider is not reasonably available within 50 miles (using Googlemaps.com) who can provide the service needed. To obtain this exception, the Covered Person must request the exception in writing indicating the name and address of the patient, the Participant's name, identification number and group number, type of treatment, service or supply for which exception is needed. Requests for exceptions can be sent to Aetna. If this exception is granted by the Plan, charges made by the Non-Network Provider will be paid at the Network benefit level. This exception will not be granted until written approval is received from the Plan.
4. A Network Provider refers the patient to a Non-Network Provider. Medical documentation from the Network Provider stating the reason for referring the patient to a Non-Network Provider must be submitted to the Plan for review. To obtain this exception, the Network Provider must request the exception in writing indicating the name and address of the patient, the Participant's name, identification number and group number, type of treatment, service or supply for which exception is needed including medical documentation stating the reasons for referring the patient to a Non-Network Provider. Requests for exceptions can be sent to Aetna. If this exception is granted by the Plan, charges made by the Non- Network Provider will be paid at the Network benefit level. This exception will not be granted until written approval is received from the Plan.

6. CONTRACT ADMINISTRATION

Shelley M. Loughrey, PHR, Williamson County Human Resources Director of Benefits Administration, (or successor), 301 SE Inner Loop, Ste 108, Georgetown, TX 78626, 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 Fee Proposal of each Proposal must be submitted.

7.2 FEE PROPOSAL

The Respondent should utilize the form(s) provided in the Appendix below in its submission of a Fee Proposal in response to this RFP. The Fee 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

Proposals may 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 County, 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 recommendation will be presented 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.

7.3.2.1 Mandatory Criteria

The Respondents must meet the following mandatory criteria before additional criteria following this section can be graded:

7.3.2.1.1 Must have been rated by A.M. Best and Standard & Poors Corp. for at least the past three years as an A- rated company

7.3.2.1.2. Must be licensed to do business in the State of Texas

7.3.2.1.2. Insurance company is published in the current listing of insurance companies Authorized to transact business in Texas; and

7.3.2.1.3 Will consider waiving the Employee Actively at Work/Dependent Non- Confined Underwriting provision

7.3.2.3. Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well the Respondent(s) meet(s) the desired performance.

1	Price	40.0
	Fixed cost for the individual stop loss	25.0
	Fixed cost for the aggregate stop loss	5.0
	Speed of reimbursement	5.0
	Ease of reimbursement	5.0
2	Lasers	25.0
	Number & total amount of lasers	25.0
3	Proposal Responsiveness	5.0
	*Evidence s financial capability	2.0
	2 most recent annual financial statements	1.0
	**References	1.0
	No Bankruptcy	1.0
4	Policy Exclusions	25.0
	Match the County's SPD	20.0
	Ability to conform with changes in the law	5.0
5	Public Entity Experience	5.0
	Texas public entity references	5.0
Total Points		100

*Two (2) most recent annual financial statements are required prior to contract award. If these are not provided at the time of evaluation, no points will be given for this criteria which may affect the overall score of the proposal.

**Three (3) references are required prior to contract award. If these are not provided at the time of evaluation, no points will be given for this criteria which may affect the overall score of the proposal.

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 County 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 or the technical contact 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.

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

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

Respondent should check each box below indicating compliance.

- ☐ Transmittal Letter (Appendix A 2 pages) **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the Proposal.**
- ☐ Table of Contents of the Proposal
- ☐ Executive Summary of Respondent's Proposal
- ☐ Fee Proposal forms (Appendix B)
- ☐ Statement of Compliance (Appendix C)
- ☐ Felony Conviction Notice (Appendix D)
- ☐ References: Identification of three (3) references for which the Respondent is providing or has provided the services and/or goods of the type requested)
- ☐ Conflict of Interest Questionnaire (Appendix F 2 pages)
- ☐ Proposal Affidavit (Appendix G) **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the Proposal.**
- ☐ Signature Page (Appendix H) **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the Proposal.**
- ☐ 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 has to be provided prior to being awarded
- ☐ **One (1) original, six (6) 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, 901 S. Austin Ave., Georgetown, TX 78626.

RESPONDENT SHOULD RETURN THIS PAGE WITH ITS PROPOSAL

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

APPENDIX A

TRANSMITTAL LETTER

(Refer to section 4.3 of this RFP)

(a) Name of Business or Individual Submitting Proposal

Address

City

State

ZIP

(b) Type of Business entity (Corporation, General Partnership, Limited Partnership, LLC, etc.)

(c) Place of Incorporation or Organization (if applicable)

(d) Name and location of major offices/other facilities related to Respondent's performance under the terms of this RFP:

_____	_____
_____	_____
_____	_____
_____	_____

(e) Name/address/business/fax/email of Respondent **principal contact person** regarding all contractual matters relating to this RFP:

Contact Name

Title

Address

City

State

Zip

Business Phone

Fax

Email Address

(f) Respondent's Federal ID Number

APPENDIX A (CONTINUED) TRANSMITTAL LETTER (Refer to section 4.3 of this RFP)

(g) **Complete if applicable:** If 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 Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact:

(h) I hereby commit to provide the services/products required by Williamson County in this Proposal.

(i) I further commit that this Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposal to Williamson County.

Print Name

Title

Authorized Signature

This Transmittal Letter must be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal (refer to section 3.4 of this RFP). In the case of a joint Proposal, each party must sign the Transmittal Letter.

APPENDIX B

FEE PROPOSALS

Each stop-loss Respondent must complete this form using the census head count provided.

- A. Individual Specific \$ 225,000 Pooling Point (**includes RX**)
Contract Type: 15/12 Rate Guarantee: _____.

of Years

Employee Composite _____ X _____ = _____.

#EEs

Rate

Monthly Prem.

Or
Employee Only _____ X _____ = _____.

#EEs

Rate

Monthly Prem.

Dependents Only _____ X _____ = _____.

#DEPs

Rate

Monthly Prem.

(Note: If rates are EE and Family, you will have to make subtraction.)

- B. Aggregate stop-loss Option(s) with \$ 225,000 Specific
Contract Type 15/12 Paid
- (1) Corridor 125% (includes RX) Rate Guarantee: _____
Contract Type 15/12 # of Years _____
- | | | | |
|---------|---|---------|--------------|
| _____ | X | _____ = | _____ |
| Premium | | #EEs | Monthly Att. |
- | | | | |
|-------------|---|---------|--------------|
| _____ | X | _____ = | _____ |
| Att. Factor | | #EEs | Monthly Att. |
- | | | | |
|-------------|---|---------|--------------|
| _____ | X | _____ = | _____ |
| Att. Factor | | #DEPs | Monthly Att. |

NOTES: The County is requesting a 125% Aggregating Corridor.

APPENDIX B (CONTINUED)

FEE PROPOSALS

A. Individual Specific \$ 250,000 Pooling Point **(includes RX)**
 Contract Type: 15/12 Rate Guarantee: _____.
of Years

Employee Composite _____ X _____ = _____.
#EEs Rate Monthly Prem.

Or
 Employee Only _____ X _____ = _____.
#EEs Rate Monthly Prem.

Dependents Only _____ X _____ = _____.
#DEPs Rate Monthly Prem.

(Note: If rates are EE and Family, you will have to make subtraction.)

B. Aggregate stop-loss Option(s) with \$ 250,000 Specific
 Contract Type 15/12 Paid

(1) Corridor 125% **(includes RX)** Rate Guarantee: _____
 Contract Type 15/12 # of Years

_____ X _____ = _____
Premium #EEs Monthly Att.

_____ X _____ = _____
Att. Factor #EEs Monthly Att.

_____ X _____ = _____
Att. Factor #DEPs Monthly Att.

NOTES: The County is requesting a 125% Aggregating Corridor.

APPENDIX B (CONTINUED)

FEE PROPOSALS

- A. Individual Specific \$ 300,000 Pooling Point **(includes RX)**
 Contract Type: 15/12 Rate Guarantee: _____
 # of Years

Employee Composite $\frac{\text{_____}}{\text{\#EEs}} \times \frac{\text{_____}}{\text{Rate}} = \frac{\text{_____}}{\text{Monthly Prem.}}$

Or
Employee Only $\frac{\text{_____}}{\text{\#EEs}} \times \frac{\text{_____}}{\text{Rate}} = \frac{\text{_____}}{\text{Monthly Prem.}}$

$$\text{Dependents Only} \times \frac{\text{Rate}}{\text{\#DEPs}} = \text{Monthly Prem.}$$

(Note: If rates are EE and Family, you will have to make subtraction.)

- B. Aggregate stop-loss Option(s) with \$ 300,000 Specific
Contract Type 15/12 Paid

- (1) Corridor 125% **(includes RX)** Rate Guarantee: _____
Contract Type 15/12 # of Years

$$\frac{\text{Premium}}{\text{#EEs}} \times \text{Monthly Att.} =$$
$$\frac{\text{Att. Factor}}{\text{#EEs}} \times \text{Monthly Att.} =$$
$$\frac{\text{Att. Factor}}{\text{Att. Factor}} \times \frac{\text{#DEPs}}{\text{#DEPs}} = \text{Monthly Att.}$$

NOTES: The County is requesting a 125% Aggregating Corridor.

APPENDIX B (CONTINUED)

FEE PROPOSALS

A. Individual Specific \$ 350,000 Pooling Point **(includes RX)**
 Contract Type: 15/12 Rate Guarantee: _____
of Years

Employee Composite _____ X _____ = _____
#EEs Rate Monthly Prem.

Or
 Employee Only _____ X _____ = _____
#EEs Rate Monthly Prem.

Dependents Only _____ X _____ = _____
#DEPs Rate Monthly Prem.

(Note: If rates are EE and Family, you will have to make subtraction.)

B. Aggregate stop-loss Option(s) with \$ 350,000 Specific
 Contract Type 15/12 Paid

(1) Corridor 125% **(includes RX)** Rate Guarantee: _____
 Contract Type 15/12 # of Years

_____ X _____ = _____
Premium #EEs Monthly Att.

_____ X _____ = _____
Att. Factor #EEs Monthly Att.

_____ X _____ = _____
Att. Factor #DEPs Monthly Att.

NOTES: The County is requesting a 125% Aggregating Corridor.

APPENDIX B (CONTINUED)

FEE PROPOSALS

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:	

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

APPENDIX C STATEMENT OF COMPLIANCE

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

RE: WILLIAMSON COUNTY

We hereby acknowledge receipt of Request for Proposal for Specific & Aggregate Stop Loss Insurance- Proposal Number: 15RFP102 (the "RPF") and certify that our Proposal conforms to the RFP except as detailed below:

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

Organization

Signature

Date

Title

APPENDIX D

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a County must give advance notice to the County if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a county may terminate a contract with a person or business entity if the County determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The County must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

RESPONDENT'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Company Official: _____

APPENDIX E RESPONDENT REFERENCES

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX F CONFLICT OF INTEREST QUESTIONNAIRE

For Respondent or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

APPENDIX F CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Respondent or other person doing business with local government entity

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

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

- A. 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 G
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA

ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

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

The undersigned certifies that the 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 negotiated, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

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

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

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

Name and Address of Respondent:

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 H SIGNATURE PAGE

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

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

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

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

Williamson County Purchasing

Address:

901 S Austin Ave
Georgetown, TX 78626

Directions:

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

From North (Jarrell, Georgetown)
Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

