



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION**

Hosted Solution Service - Web Based Benefit Enrollment System

**PROPOSALS MUST BE RECEIVED ON OR  
BEFORE:**

**Oct 20, 2015 3:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY  
OPENED:**

**Oct 20, 2015 3:00:00 PM CDT**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this proposal.**

**All electronic proposals must be submitted via:** [www.bidsync.com](http://www.bidsync.com)

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

**Respondents are strongly encouraged to carefully read this entire RFP.**

**Electronic proposals are requested**, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Please note that a complete package must be submitted choosing one of the above two methods.**

**Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

- ✓ If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:

Williamson County Purchasing Department  
Attn: **PROPOSAL NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- ✓ Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Proposal.
- ✓ **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.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Proposals will be publicly opened in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.
- ✓ All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the RFP will be posted on [www.bidsync.com](http://www.bidsync.com).
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

## Bid 1509-011

### Hosted Solution Service - Web Based Benefit Enrollment System

Bid Number **1509-011**  
 Bid Title **Hosted Solution Service - Web Based Benefit Enrollment System**

Bid Start Date **In Held**  
 Bid End Date **Oct 20, 2015 3:00:00 PM CDT**  
 Question & Answer End Date **Oct 14, 2015 5:00:00 PM CDT**

Bid Contact **Kerstin N Hancock**  
**512-943-1546**  
**khancock@wilco.org**

Contract Duration **36 months**  
 Contract Renewal **2 annual renewals**  
 Prices Good for **90 days**

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

#### Item Response Form

Item **1509-011--01-01 - Please attach all required proposal documents to this line item**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**  
No Location Specified

**Qty 1**

#### Description

The following required documents must be submitted with your proposal in order to be considered for evaluation:

Appendix A - fee schedule  
 Appendix B - Statement of Compliance  
 Appendix C - Conflict of Interest Statement  
 Appendix D - References  
 Appendix E - Proposal Affidavit  
 Exhibit A - Pass Fail System Requirements  
 Exhibit B - General System Questionnaire  
 Exhibit C - Wilco Technology Service Project Questionnaire

# 1. PROPOSAL SPECIFICATIONS

## 1.1 Background Information

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

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

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

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

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

## 1.2 General Administrator Requirements

### 1.2.1 Benefit Enrollment System / Payroll

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

### 1.2.2. Commission

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

### 1.2.3. Compliance with the Request for Proposal

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

### 1.2.4. Effective Date

The effective date of the new contract(s) will be date of Commissioners Court award. Respondent to provide Implementation Plan to begin within 15 days of the date the Contract is awarded.

### **1.2.5. Specifications**

Please provide your Proposal based on the specifications noted below.

### **1.2.6. Quoted Rates**

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

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

### **1.2.7. Renewal Rates**

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

### **1.2.8. Ownership of Records**

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

### **1.2.9. Master Agreement**

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

### **1.2.10. Changes and Amendments**

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

### **1.2.11. Administrator Selection**

The selection of the Hosted Solution Service – Web Based Benefit Enrollment System will be made on or by December 8, 2015.

### **1.2.12. Data Files**

The County will require that a real time two way interface with the County's HR/Payroll System and the

ability to generate electronic eligibility file feeds be sent to multiple providers in the format of the County's choice. The cost for the development of these interfaces and data file feeds should be included in the fees to the County within the RFP submittal. All costs associated with this process must be included in the Respondent's fees.

### **1.2.13 Biography**

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

### **1.2.14 Client Information**

The Respondent data needed:

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

### **1.2.15 Awards**

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

### **1.2.16 Contract Requirements**

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

### **1.2.17 Exhibits and Appendices:**

**Must be completed and submitted with all Proposals –  
(See attached Fillable Documents):**

- a. **Required Services – Exhibit A Pass-Fail System Requirements Fillable Form :**  
This section will detail the functional requirements of the Hosted Solution Service – Web Based Benefits Enrollment System. The system must be accessible to employees, on the internet, from any PC, at any location. **Minimum Requirements must be passed for further consideration.**  
**\*Web-based: The system must be accessible to employees, on the internet, from any PC, at any location**
- b. **Exhibit B General System Questionnaire**
- c. **Exhibit C Williamson County Technology Service Project Questionnaire - Please provide responses to only those questions that are relevant to the solution being provided.**
- d. **Appendix A Fee Schedule**
- e. **Appendix B Statement of Compliance**
- f. **Appendix C Conflict of Interest Questionnaire (if submitting in BidSync this form has to be completed by filling out all fillable information and signing digitally by entering your password on the "Standard Terms and Conditions". If paper proposal is**

- submitted, the attached COI questionnaire will have to be completed and must be submitted with proposal.
- g. Appendix D References (if submitting in BidSync this form has to be completed by filling out all fillable information and signing digitally by entering your password on the "Standard Terms and Conditions". If paper proposal is submitted, the attached COI questionnaire will have to be completed and must be submitted with proposal.
  - h. Appendix E Proposal Affidavit must be completed, signed and notarized and submitted with proposal.

## Additional Stipulations

### 1. Introduction

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

### 2. Price Proposal

The Respondent must utilize the price sheet form provided in the Appendix A which will be attached to this RFP. 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.

### 3. Proposal Evaluation and Selection

#### 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.

#### 3.2 Evaluation Committee and Selection Process

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

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

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

**Proposals received will first be examined based upon the criteria set forth in the specification section of this RFP. All pass/fail criteria in this section must be met in order to be considered for further evaluation. Once all pass/fail criteria have been met, proposals will be scored based upon criteria on the following page. Scoring may also be based on total information gathered by Williamson County at its discretion, including but not limited to respondent's ability to perform "without delay or interference"; respondent's "character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."**

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



It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met. **All contact during the evaluation phase shall be through the Williamson County Purchasing Department only.** Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

#### **Explanation of scoring:**

5=significantly exceeds requirements

4=marginally exceeds requirements

3=meets requirements

2=marginally meets requirements

1= does not meet requirements

Criteria	Maximum Score Points
Firm's qualifications & capabilities	5
Employer capabilities <ul style="list-style-type: none"> <li>- Data feeds</li> <li>- Open enrollment</li> <li>- Alerts</li> <li>- Ease of use</li> </ul>	5
Reporting <ul style="list-style-type: none"> <li>- Standard Reports</li> <li>- Ad Hoc report capabilities / ease</li> </ul>	5
Employee capabilities <ul style="list-style-type: none"> <li>- Viewing / selection of benefits</li> <li>- Decision tools</li> <li>- Forms availability</li> <li>- Benefit statements</li> </ul>	5
Cost	5
<b>Total</b>	<b>25</b>

#### **4. Contract Administration**

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

#### **5. Initial Contract Term**

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

## 6. Contract Extensions

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

## 7. Workers' Compensation Coverage Requirements

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

## 8. Confidentiality

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

## 9. Tentative Schedule

Event	Date
RFP distributed to selected vendors	09/22/15
Deadline for RFP questions	10/14/15
RFP final responses due	10/20/15
Notification of finalists	10/23/15
Best and Final Offer & Sample Contract	11/03/15
Benefit Committee Meeting – Final Selection of Vendor	11/18/15
Contract awarded	12/08/15
Contract effective date	12/08/15
Implementation Kick Off	TBD – Vendor to provide
Target go live	TBD – Vendor to provide should include HR & Employee

## Proposer References

List at least **(3) companies or governmental agencies**, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent in the last 4 years.

### Reference 1

Client Name:  Location:   
City or County

Contact Name:  Title:

Phone:  Email:  Contract Dates:  
  Contract Value: \$

Scope of Work:

### Reference 2

Client Name:  Location:   
City or County

Contact Name:  Title:

Phone:  Email:  Contract Dates:  
  Contract Value: \$

Scope of Work:

### Reference 3

Client Name:  Location:   
City or County

Contact Name:  Title:

Phone:  Email:  Contract Dates:  
  Contract Value: \$

Scope of Work:

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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</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> <div style="border: 1px solid black; height: 20px; width: 250px;"></div>	
<p>2. Check this box if you are filing an update to a previously filed questionnaire. <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</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> <div style="border: 1px solid black; height: 30px; width: 600px;"></div> <div style="text-align: right;"> <div style="border: 1px solid black; padding: 2px;">5</div> <div style="border: 1px solid black; padding: 2px;">6</div> </div>	
<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> <div style="border: 1px solid black; height: 30px; width: 600px;"></div> <div style="text-align: right;"> <div style="border: 1px solid black; padding: 2px;">5</div> <div style="border: 1px solid black; padding: 2px;">6</div> </div>	
<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p><b>CIQ</b></p> <p style="text-align: right;"><b>FORM</b></p>	

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

1. 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:

	5
	6

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

	5
	6

**Cooperative Purchasing Program**

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the evaluation of the Proposal.

☐ I will offer the quoted prices to all authorized entities during the term of the contract.

☐ I will not offer the quoted prices to all authorized entities.

## 1. RESPONSE FORMAT AND SUBMISSION

### 1.1 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. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

- 3 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- 4 The least amount of plastic/laminate or other non-recyclable binding materials
- 5 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.

### 1.2 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:

- (1) Transmittal Letter
- (2) Table of Contents
- (3) Executive Summary
- (4) Proposal Response to Criteria (see Specifications & Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
- (5) Price Sheet
- (6) References: Identification of three (3) references *within the last 4 years* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity
- (7) Conflict of Interest Questionnaire
- (8) Proposal Affidavit and Addenda Acknowledgement
- (9) Signature Page
- (10) Attach your entities Sample Contract

### 1.3 Transmittal Letter

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

- A. Name and address of individual or business entity submitting the Proposal;
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
- C. Place of incorporation or organization, if applicable;
- D. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
- E. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
- F. The Respondent's Federal Employer Identification Number;
- G. A commitment by the Respondent to provide the services required by Williamson County;
- H. 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.);

I. 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 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.

## **1.4 Executive Summary**

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

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

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

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

## **1.5 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 in accordance with this RFP.**

## **1.6 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.

## **1.7 Delivery of Proposals**

Williamson County uses BidSync to distribute and receive bids and proposals. Bids can be submitted electronically through BidSync or by hard copy. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.



**If mailed or delivered in person**, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:

Williamson County Purchasing Department  
Attn: **PROPOSAL NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

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

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

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

Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

## **2.0 INSTRUCTIONS AND GENERAL REQUIREMENTS**

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

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

### **2.1 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.

### **2.2 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.

### **2.3 Proposal Preparation Cost**

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

### **2.4 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.

## **2.5 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.

## **2.6 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.

## **2.7 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.

## **2.8 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.

## **2.9 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.

## **2.10 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.

## **2.11 Responsibility**

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. 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.

## **2.12 Purchase Orders**

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

## 2.13 Silence of Specifications

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

## 2.14 References

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

## 3.0 DEFINITIONS, TERMS AND CONDITIONS

### 3.1 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.

### 3.2 Terms and Conditions

#### 3.2.1 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.

#### 3.2.2 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.

### 3.2.3 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.

### 3.2.4 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.

### 3.2.5 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.

### 3.2.6 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.

### 3.2.7 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.

### 3.2.8 Termination

**3.2.8.1 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.

**3.2.8.2 Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Successful Respondent. Williamson County reserves the right to extend this period if it is in the best interest of the County. 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.

### 3.2.9 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.

### **3.2.10 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.

### **3.2.11 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.

### **3.2.12 Inspections and Testing**

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

### **3.2.13 Proposal Preparation Cost**

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

### **3.2.14 Indemnification**

**SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT**

OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

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

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15<sup>th</sup>) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

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

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

### **3.2.15 Waiver of Subrogation**

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

### **3.2.16 Relationship of the Parties**

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

### **3.2.17 Sole Provider**

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

### **3.2.18 Force Majeure**

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

### **3.2.19 Severability**

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

### **3.2.20 Equal Opportunity**

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

### **3.2.21 Notice**

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

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

Respondent: Address set out in Respondent's Transmittal Letter

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

### **3.2.22 Sales and Use Tax Exemption**

Williamson County is a 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.

### **3.2.23 Compliance with Laws**

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

### **3.2.24 Incorporation of Exhibits, Appendices and Attachments**

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

### **3.2.25 No Waiver of Immunities**

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

### **3.2.26 No Waiver**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP,

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

### **3.2.27 Current Revenues**

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

### **3.2.28 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.

### **3.2.29 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.

### **3.2.30 General Obligations and Reliance**

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

### **3.2.31 Contractual Development**

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

### **3.2.32 Entire Agreement**

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

### **3.2.33 Survivability**

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

### **3.2.34 Payment**



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

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

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

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

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: [accountspayable@wilco.org](mailto:accountspayable@wilco.org), (512) 943-1500.

### **3.2.35 Contractual Formation and Ensuing Agreement**

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

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

### **3.2.36 Legal Liability Information**

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

### **3.2.37 Confidentiality**

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

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

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

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s). Respondent must fill in all fields. If unable to break out value from Standard Administration Fee or if field does not otherwise apply, please indicate N/A.

Williamson County and the Respondent hereby agree to the compensation schedules set forth below as being the sole compensation to the Respondent for the performance of its obligations under this Agreement. Monthly fees are based upon Plan Participant enrollment as of the beginning of each month. Except as otherwise provided in this Agreement, the fees of the Respondent stated in this Fee Schedule are guaranteed for the initial 3-year term of this Agreement. This Agreement may be renewed after the initial term for a maximum of 2 successive 12-month periods.

A. Fee Schedule: (Please notate when applicable fees for the services noted below will begin):

	\$ _____	per Plan Participant per month, which fee shall include services for all benefit administration and enrollment services chosen by Williamson County.
Standard Administration fee of	\$ _____	
Additional Cobra fee of	\$ _____	
ACA Reporting	\$ _____	
Dependent Audits	\$ _____	
Fee effective date based on tentative schedule	_____	(Date)

B. One-time implementation fee of \$ \_\_\_\_\_ for plan set up and programming.

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

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

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

F. Please provide your cost and when your PEPM fee begins \_\_\_\_\_

**STATEMENT OF COMPLIANCE**

This form must be completed and submitted as a part of your Proposal (if additional space is needed please attach additional sheet)

RE: **WILLIAMSON COUNTY**

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

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

---

Organization

---

Signature

---

Date

---

Title

CONFLICT OF INTEREST QUESTIONNAIRE CIQ		FORM
<b>For Respondent or other person doing business with local government entity</b>		
<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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</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	
1. Name of person doing business with local governmental entity.		
<p>2. Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</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>		

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>CIQ continued</b>	<b>FORM</b>
<b>For Respondent or other person doing business with local government entity</b>	
<p>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.)</p> <p style="padding-left: 40px;">This section, item 5 including subparts A, B, C &amp; 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.</p> <p>Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes                      No         </p> <p>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?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes                      No         </p> <p>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?</p> <p style="padding-left: 40px;">           Yes                      No         </p> <p>Describe each affiliation or business relationship:</p>          	
6. Describe any other affiliation or business relationship that might cause a conflict of interest.          	
7.      Respondent Name: _____  Authorized _____ Signature: _____  Title                      or                      Representative                      Capacity                      of                      Signer: _____  Date: _____, 20____	

## Proposer References

List at least **(3) companies or governmental agencies**, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent in the last 4 years.

### Reference 1

Client Name: \_\_\_\_\_ Location: \_\_\_\_\_  
City or County

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### Reference 2

Client Name: \_\_\_\_\_ Location: \_\_\_\_\_  
City or County

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### Reference 3

Client Name: \_\_\_\_\_ Location: \_\_\_\_\_  
City or County

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

End  
Scope of Work: \_\_\_\_\_

## PROPOSAL AFFIDAVIT

**This form must be completed, signed, notarized and returned with Proposal package**

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

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

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 Proposal 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

The State of \_\_\_\_\_

System Requirements		Description	Vendor Results Met = ✓ Did not Meet = 0
Key System Requirements & Capabilities	Pass- Fail / Preferred	Est. Go Live PilotAdmin Access: 9/1/2015 Est. Go Live Employees: 10/1/2015	Web Based/ User Friendly
Hosted Solution Service	Pass-Fail	Vendor to Host Web Based System	
Online Enrollment: - Open Enrollment - Qualified Life Event - New Hire	Pass-Fail	Web Based Hosted System in which employees/retirees may complete enrollment from a mobile device, personal computer or work computer (24 hours, 7 days week)	
System integration	Pass-Fail	Ability to establish integration: 2-way file feeds with County's Payroll/HR system and 1-way file feeds with Vendors.	
View Benefit Elections	Pass-Fail	System ability for both employees and employer to view benefit elections	
No outsourcing of database hosting, development services, support, etc.	Pass-Fail	No outsourcing of database hosting, development services, support, etc.	
Configurable Workflow	Preferred	Vendor/System ability to have configurable workflows; to allow stop and approval processes, automated alerts to employer as required for Qualified Life Events, including termination of benefits.	
Automated Alerts - to Employees	Preferred	System ability to send automated alerts to employees	
Plan History – Employee & Employer View by Plan Year Elections	Preferred	Employer view of Plan History Elections and coverages for Employees by plan year	
Calculate Contributions	Preferred	System calculates Employee Elections of total cost of benefit contributions	
Plan Selection Decision Making Tool	Preferred	System ability to allow employees to make benefit plan comparisons; provides overview for employees/retirees to assist with benefit election decision, calculator, etc.	
Benefit Plan Comparisons	Preferred	System ability to allow benefit plan comparisons	
Print/Email Benefit realtime Confirmation Statements	Preferred	Ability for Employee/Retiree/Spouse to print election confirmation statements, from home computer, work computer or personal device	
Consolidated Billing Reports	Preferred	Employer ability to run monthly reports consolidating benefit elections by plan	
Passive Enrollment	Preferred	System Ability to provide passive enrollment no plan or rate changes required for Open Enrollment	
Maintain Compliance with Federal reporting	Preferred	Maintain Compliance with Federal reporting posting requirements of SBC's SPD's, and all Federal Compliance Notices	
Billing Audit/Reconciliation Tool/Reports	Preferred	Employer ability to run audit and perform reconciliation reports to verify coverage elections for all covered members	
Ad hoc Report Building	Preferred	System has ability for Employer to run Ad Hoc Reports typically non standard reporting	
Add Dependents	Preferred	Employee ability to add dependents as needed for Qualified Life Event Changes utilizing Web Hosted System	
Blast Emails	Preferred	System ability to send emails to employees	
Change Beneficiary – Employee Complete Online	Preferred	System ability for employees to change beneficiary's utilizing on line system	
Forms Posting – Employee ability to upload	Preferred	Employee ability to upload forms required for Qualified Life Event elections	
Forms Posting – Ability to post all necessary required forms by the employer	Preferred	System/employer capability to post all required Compliance Notices, including Summary Plan Documents	
Standard Reports	Preferred	System ability to provide standard reporting, benefit election reports, dependent eligibility listing, age out report etc.	
Processing Voluntary Life Enrollment with evidence of insurability	Preferred	Employee ability to complete Web Based Online voluntary life enrollment elections for employee, spouse, dependents. To include generation of forms for additional amounts over the guaranteed issue amount.	
Interactive Educational Tools	Preferred	System ability or provide interactive video educational tools for employee/employer	
Benefit Enrollment Surveys	Preferred	Employer ability to send benefit enrollment surveys to employees/retirees	
Customized Educational Videos	Preferred	Vendor/System ability to customize educational videos on plan designs or SBCs	



Customized Text and Branding	Preferred	System ability to incorporate County Logo or Branding	
Data Audits/Dependent Audits	Preferred	Vendor ability to conduct data audits/dependent audits	
EOI Alerts	Preferred	System ability to send EOI (Evidence of Insurability) Alerts for elections made above Guarantee Issue	
EOI Tracking and Notification	Preferred	System ability to provide EOI Tracking and Notification to employer	
Reports via PDF	Preferred	System ability to produce reports in PDF format	
Multi-lingual Enrollment via the Web (Spanish)	Preferred	Vendor ability to provide enrollment via Web in Spanish	
Prefilled EOI forms	Preferred	System ability to prefill EOI, Evidence of Insurability forms with basic employee demographic information	
Report Scheduler	Preferred	Employer ability to schedule reports at specific, dates	
Track Wellness Activity/Incentives	Preferred	Employer Ability to track Wellness Activities/Incentives applied or earned by employee	

**1.4.1 General Company Information**

1.4.1.1 Indicate what year the company was founded?

1.4.1.2 Describe the ownership structure.

1.4.1.3 Indicate if any of your owners are: HRIS or Payroll Vendor, Insurance Broker/Consultant, Insurance Carrier. If so, who are they?

1.4.1.4 What is your total number of W-2 employees?

1.4.1.5 What is the name(s) of your product(s) / service(s)? Indicate what enrollment platform you are using --proprietary or outside reseller.

1.4.1.6 Indicate the physical location(s) of where work is performed.

1.4.1.7 What do you consider your primary business?

1.4.1.8 What are the three most important features that distinguish your services from your competitors?

1.4.1.9 What size employer is your target client?

1.4.1.10 What is the total number of employer clients that you have for the services you are proposing?

1.4.1.11 What is the total number of employee records being managed on your enrollment system?

1.4.1.12 What is your average size client?

1.4.1.13 What is your smallest size client?

1.4.1.14 What is your largest size client?

1.4.1.15 How many clients do you have with less than 500 lives

1.4.1.16 How many client do you have between 501 and 1,000 lives

1.4.1.17 How many client do you have between 1,001 and 5,000 lives

1.4.1.18 How many clients do you have over 5,000 lives

1.4.1.19 How many new clients did you implement in 2014? What number of lives enrolled for those new clients represented?

1.4.1.20 How many clients did you lose in 2014? Indicate why.

1.4.1.21 Please indicate the future direction of your platform and services including planned functionality and high level timeframes
<b>1.4.2 Enrollment Functionality</b>
1.4.2.1 How does the system support dual Year processing? Can you handle multiple open enrollment periods?
1.4.2.2 Describe how new hire and life event changes that occur during the open enrollment period and after the open enrollment period through the end of the plan year are supported.
1.4.2.3 Describe how required changes to rates, coverage, and/or eligibility caused by the passage of time (temporal processing) is supported. Please include a list of the types of events (i.e. student status age out, age reduction)
1.4.2.4 Describe how transactions can be pended for employer approval.
1.4.2.5 Describe how passive or active enrollments can be supported including enforcement of waived coverages.
1.4.2.6 Can answers to dependent status verification questions drive dependent enrollment?
1.4.2.8 Describe the Automated alerts for both employees and employer on changes / communications to their plan. Include any formats needed by the employer / employee to include.
1.4.2.9 Describe any educational tools you have for both employees and the employer.
1.4.2.11 Describe any tracking of wellness activities and how this information would be communicated back to both the employee / employer.
1.4.2.14 Describe any audit or reconciliation tools to ensure the employer has a correct eligibility / bill.
1.4.2.16 Describe any benefit comparison tools you have in the decision process for employees in selection coverage.
1.4.2.17 Describe how COBRA is supported for both terminations and COBRA qualifying events within the system utilizing an outside COBRA vendor
1.4.2.19 Describe any payroll calendar functionality in place to support a 26 payroll calendar for flexible spending account enrollment?
1.4.2.20 Does the system track and enforce rules related to combined basic and voluntary plan maximum and guarantee issue amounts?
1.4.2.22 Does the system support variable rates for Tobacco/Nicotine rates.
1.4.2.23 Does the system support beneficiary designations on line?
<b>1.4.3 Items related to Payroll calculations</b>
1.4.3.1 Does the system accommodate multiple payroll cycles?

1.4.3.2 Describe the payroll calendar functionality and what transactions it supports for the payroll deduction file
1.4.3.3 Describe how you support arrears processing and the ability to generate an alert/email to notify Benefit Specialist
<b>1.4.4 Items related to Data Tracking Information</b>
1.4.4.1 Describe how you support address validation
<b>1.4.5 Self Service Functionality</b>
<b>1.4.5.1 Employee Capabilities:</b>
1.4.5.1.1 Describe employee login process including how initial logins and passwords are set up and how they are distributed to employees. Include information on supporting alternate ID#s
1.4.5.1.3 Describe how a self-registration process works
1.4.5.1.4 Please describe in general from login to confirmation the online enrollment process for open enrollment and new hire enrollment.
1.4.5.1.5 Describe in general from notification to confirmation the online enrollment process for life events. Include a description of all possible ways to initiate the transactions.
1.4.5.1.6 Provide a list of all of the items an employee can view during the enrollment process. Indicate which of these items are configurable for viewing.
1.4.5.1.7 Provide a list of all of the actions that an employee can take through a year and indicate which of these items are configurable.
1.4.5.1.8 Describe in detail all automated notification capabilities and how they can be configured
1.4.5.1.9 Describe how multiple languages (Spanish) can be accommodated and which ones are currently available.
1.4.5.1.10 Describe employee survey capabilities that are available
1.4.5.1.12 Can the system produce a printable confirmation statement with custom disclosure language for mailing, pdf and email notification capabilities.
<b>1.4.6 HR / Benefit Administrator capabilities:</b>
1.4.6.1 Provide a list of all of the HR/administrator functions available.
1.4.6.2 Describe the way the system supports workflow related to obtaining required documentation for life event changes.
1.4.6.3 Please describe HR administrator system responsibilities.
1.4.6.4 Please describe the extent that role based security is configurable.



<b>1.4.7 Reporting Capabilities:</b>
1.4.7.1 Describe how the reporting functionality works:
1.4.7.1.1 Provide a list of standard reports.
1.4.7.2. Describe: ad hoc reporting process.
1.4.7.3. How do you handle ACA reporting (6055/6056 and 1094/1095c)? Is there an additional charge for this function? If so, please describe
<b>1.4.7 Implementation and ongoing support</b>
<b>1.4.8.1 Ongoing support</b>
1.4.8.1.1 Describe in detail the qualifications and roles and responsibilities of the team that will be assigned for ongoing support. Indicate if the implementation team is the same as the ongoing support team --If not, how do you manage a smooth transition from one to another?
1.4.7.2 Describe how you support clients ongoing including regularly scheduled meetings, and open issues management processes. Include your support teams standard expected response time and standard hours of support.
<b>1.4.8.2 Enhancement processes</b>
Is workflow integrated in your software?
1.4.8.2.2 How is an enhancement request, submitted by a client, tracked from initial request through production release? Define the approval process between project phases and estimated timelines.
1.4.8.2.3 What is the communication strategy to keep a client apprised of enhancement work progress/status?
<b>1.4.8.3 New Client Implementations</b>
1.4.8.3.1 Describe your standard new client implementation process including standard timeline and implementation team structure.
1.4.8.3.2 Describe in detail the qualifications and roles and responsibilities of the team that will be assigned should you be awarded the contract.
1.4.8.3.3 Include any implementation documentation that you utilize.
1.4.8.3.4 Describe the staging process for new clients to go from configuration to live.
<b>1.4.8 Data Transfer Capabilities (EDI)</b>
<b>1.4.9.1 Census Data</b>
1.4.9.1.1 Describe the import process for census information including frequency, and error process.
1.4.9.1.2 Describe how you can support manual entry of census information. (new hires, emergency adds) Describe how the eventual file import is reconciled to avoid duplicate records

<b>1.4.9.1 Enrollment Data</b>
1.4.9.2.1 Describe the data transfer process to carriers/administrators including implementation, testing, frequency and error processes. Indicate who performs which tasks.
1.4.9.1.1.1 Indicate which carriers/administrators you are currently transmitting data to.
1.4.9.1.2 Describe how you are compliant with HIPAA EDI transaction standards.
1.4.9.3.1 Describe the data transfer process to payroll systems including implementation, testing, frequency and error processes. Indicate what audit processes you have to synch up the payroll deduction file with payroll given the payroll file is a changes only file. Indicate who performs which tasks.
<b>1.4.10 Cost</b>
1.4.10.1 Describe when implementation costs are to be paid? Can they be spread over time?
1.4.10.2 When does PEPM cost start? What enrollment count is this based on?
1.4.10.3 Describe any additional costs not included in your implementation / PEPM costs

# Williamson County Technology Services

## Technology Project Questionnaire for Vendor

(To be filled out with prospective solution provider)

### General Project Questions

Please provide the proposed timeline estimate:

MileSTONE	Time from Contracting / Date
Kickoff	
Requirements Review	
Design Review	
Build / Config. Complete	
Acceptance Testing	
Go-Live	
Transition to Support	
Project Completion	

Will this project be completed in phases? Please list the time line for each phase if applicable.

### Customer Responsibilities

What is required of Williamson County to implement the proposed solution? Please list any hardware, software, storage, or networking equipment not included in the proposed solution, or major configuration items done by IT or the user. Please provide any specifications if applicable.

Item	Notes

### Regulatory Compliance / Privacy

Regulatory compliance - please note that apply to this implementation. Please indicate if the proposed solution is compliant with the regulation.

REGULATION	APPLIES	COMPLIANT
The Health Insurance Portability and Accountability Act of 1996 (HIPAA)		
Health Information Technology for Economic and Clinical Health Act (HITECH)		
Payment Card Industry Data Security Standard (PCI DSS)		
Texas Department of Public Safety Criminal Justice Information System (CJIS)		

Describe the auditing and enforcement of applicable regulations within the proposed solution and company.

#### PLEASE NOTE:

1. If any of the listed regulations apply, Williamson County may require access to the audit reports on a regular basis.
2. A Non-Disclosure Agreement(NDA) is required for vendors who need to support their application remotely or exchange data with Williamson County. The NDA must be approved by the Williamson County Legal Department.
3. Business Associate Agreement (BAA) is required if Personally-Identifiable Information (PII) covered by HIPAA regulations is present. The BAA must be approved by the Williamson County Legal Department.
4. A signed CJIS Security Addendum with Williamson County is required if data either directly or indirectly derived from the CJIS systems

of the FBI or Texas DPS is present. Employees or contractors may also have to sign a CJIS Security Awareness statement as well as be fingerprinted if they have access to the system.

## Security

What encryption methods and levels (e.g. 256-bit AES) are used by the proposed solution (if any)?

Area	Encryption
Software / Interface	
Data Transmission	
Client-resident Data	
Database	
Support / Remote Access	

What ports are needed for the proposed solution?

Source	Destination	Port	TCP/UDP

## Reliability / Backup

What is the typically expected uptime with the proposed solution (including downtimes for regular maintenance)?

Approximately how much data will be backed up as part of the proposed solution?

## Software Environments (software solutions only)

Will there be other instances of the software available for users besides the "Live" environment? If so, please indicate below.

Environment	Proposed (Y/N)
Test/Development	
Training	
Other (explain)	

## Authentication

Is LDAP, RADIUS, or Windows Active Directory authentication supported?

If "No", please complete the following:

Is user authentication required?	
Does user authentication support strong passwords?	
Does user authentication support password aging?	
Can the system support two-factor authentication (e.g. token)?	

Is Imprivata software supported for authentication?

## Client Requirements

What are the client-side platform requirements?

Item	Minimum Spec
Windows PC / Laptop	
Windows Mobile	
Android Mobile	
Apple Mobile	



Other	
-------	--

What are the client-side hardware requirements?

Item	Minimum Spec
CPU	
RAM	
Free Disk Space	
Ports	
LAN Network Speed	
Internet Link Speed	
Sound	
Other (describe)	

What are the client-side software requirements?

Item	Minimum Spec
Operating Systems	
Web Browser	
.NET	
Java	
Flash	
Other (describe)	

Does the application require any special peripherals (Scanners, Printers, Handheld)?

--

What software toolkit(s) was used to build the application client (e.g. Visual Basic, C++, C#)?

--

What rights does the proposed solution require the user to have on the client machine?

Right	Required (Y/N)
Standard User	
Power User	
Local Administrator	

Is the client supported on Citrix?

--

Is the client supported in a Virtual Desktop infrastructure (VDI) environment? Are there any platform issues known?

--

Can the client be delivered via an Electronic distribution solution like Dell Kace?

--

Does the proposed solution require special approval of Microsoft patches before they are applied?

--

Are there any special anti-virus program restrictions?

--

Can the desktop running this application be used for other purposes?

--

Are there any known incompatibilities with commonly-used hardware or software? If so, please list.

--

**Mobile Devices (if applicable)**

Will end user mobile devices be used for this solution? (e.g. laptop, netbook, smart phone, tablet, etc.) If yes, identify device type and its purpose.

What mobile device platforms and versions are utilized?

Item	OS Version
Apple iPad	
Apple iPhone	
Android Phone	
Android Tablet	
Windows RT	
Windows Phone	
Windows Tablet	
Other (Specify)	

Is the app available in the Apple/Google Application Store or is it sideloaded?

Will there be any sensitive data stored on the mobile device? If yes, what safeguard/encryption is in place or will be put in place to protect this data?

**Interfaces**

Will there be data interfaces requested to other systems? Please list in detail.

Is/are the interface(s) bi-directional?

What interface encryption methods are supported? (Direct connect SSL or SSH / VPN or LAN to LAN / Internal Interface Appliance)?

Which interface methodologies are supported by the proposed solution (e.g. XML, FTP)?

**Vendor Access for Support**

Which device types will the vendor access for support? Please add any description / explanation as notes.

Device	Accessed (Y/N)	Notes
End user's desktop		
IT Application support's desktop		
IT System admin's desktop		
Application Server / Appliance		
Other device(s)		

How will the vendor connect into Williamson County? Please add any description / explanation as notes.

Connection	Used (Y/N)
VPN Client	
VPN Tunnel (LAN to LAN)	
Public Internet	
On Site Support	
Other	

Which tools will be used to access the devices? Please add any description / explanation as notes.

Tools	Used (Y/N)
WebEx / Bomgar / GoToMyPC etc.	
Remote Desktop	
Tool is built into the system	
Other:	

### Licensing

What type of licensing is being proposed? Please indicate other options that are available.

Type	Proposed	Option
Concurrent User / Connection		
Concurrent Device		
Named User		
Named Device		
Site License		
Other (please describe)		

### Policies & Procedures

What architecture frameworks do you follow? TOGAF?

How do you manage projects internally (e.g. Agile, PMP)?

What type of project management resources will be involved in the proposed solution?

What type of professional services do you offer to implement and support the proposed solution?

### Integration, APIs & Reports

What type of APIs and web-services are available to pull and push data?

Are the APIs secured and encrypted? How?

Is there an option to access the data directly from the database? How?

What type of reports can be generated or created?

Can ad-hoc reports be created by the user? Is this done inside the software?

Can a third-party reporting tool (i.e. Crystal Reports) be used?

### Service Level Agreements (SLAs)

What SLAs are available – reliability, availability, performance, issues, requests etc.?

What types of credits are available if SLAs are not met?

Is there a regular meeting (monthly/quarterly) to review the SLAs, issues, requests?

How are the issues escalated if the SLAs are not complied? Who can we escalate to in the management team?

### Vendor Management, Product Roadmap & Viability

What's management role and experience with similar projects?

What is the organizational structure of your company?

Customers:

Item	Count
Total Customers	<input type="text"/>
Government Customers	<input type="text"/>
Texas County Government Customers	<input type="text"/>

Employees:

Item	Count
Total Employees	<input type="text"/>
Total Employees in Texas	<input type="text"/>
Total Employees in Austin Region	<input type="text"/>
Product Development Employees	<input type="text"/>
Customer Support Team Employees	<input type="text"/>

What is your company's product road-map and strategy? How is this communicated to the customer?

How do you accommodate customer requirements into the product strategy? Is there a customer advisory council?

Do you provide a trial or proof of concept for your product including new features?

### Pricing & Contract

What is included and excluded in the proposed pricing? Please be specific.

Is the first year of maintenance included?

How are new features rolled into the solution? Are they purchased separately or included in future releases?

### Support & Maintenance

What is the proposed service level agreement (SLA) for support?

What is covered by annual maintenance?

Is there a premium support model?

How will support be organized between Williamson County IT and the Vendor? Check accountability owner for each tier level and give specific examples of service provided at each level:

SUPPORT LEVEL	RESPONSIBLE	EXAMPLE
Tier 1 Support		
Tier 2 Support		
Tier 3 Support		

What type of support is provided? Self-service, email, phone?

What are the support hours?

CATEGORY	RESPONSE TIME
Critical	
Urgent	
High	
Low	

Who provides the support desk and where are they located?

How many employees are part of the support desk? Are they dedicated or shared with projects?

What type of monitoring and alerting is included in the proposed solution?

What type of migration and integration support is typically provided?

Is there a dedicated support manager and account rep?

## Supplemental Questions for Hosted Solutions

### Infrastructure & Maintenance

What does your overall, high level infrastructure look like?

Which Operating System(s) are used? Do you have OS vendor support? Do you follow regular patch cycles?

What is your marketed uptime? Please offer verification of this number.



What database technology is used and what is the revision level? (e.g. Oracle 11gR2, MS-SQL 2008R2)

How does the application handle concurrent updates? (Multiple users trying to update the same data at the same time)

How are maintenance or unplanned downtimes communicated to customers?

What is the typical maintenance window and how frequently is it used?

How far in advance is the notification period for scheduled maintenance or upgrades?

Do you work with the customer to schedule our downtimes and/or upgrades?

Is there a test environment Williamson County can use to test upgrades before they are implemented in production?

Does the proposed solution support high availability, redundancy or failover?

### Support & Maintenance

How do you support and manage integration with the customer's existing SaaS apps?

How are upgrades, patches and other maintenance performed?

What type of change management & risk management procedures do you follow? How often is this communicated to the customers?

Does the customer have any control on applying patches, upgrades and changes to the SaaS app?

### Provider & Data Location

Do you operate in multiple data centers?

How many ISP's support your data centers?

Who is/are the hosting provider(s)?

Where is the hosting location? Country, State?

What type of infrastructure is used? (Hardware, software, operating system, technology platform)

What type of virtualization software is used (e.g. VMWare, Hyper-V)?

What type of network bandwidth is available?

What type of scalability is provided for additional computing power – CPU, RAM, Storage? Costs? Time to implement?

### Data Access, Security & Segregation

Is the proposed solution a dedicated or a shared environment?

If it is a shared environment, how is the data segregated from other shared environments?

Is our data in a single database shared by other customers or is our database separate?

How is security managed in the shared environment? What controls are in place?

Who has access to the infrastructure, hardware, software, data? Please provide specific info on the roles & responsibilities of employees.

What application & data access audit logs are available? How often can Williamson County access this?

What type of investigative support is provided in cases of data breach?

What indemnification (if any) is provided due to data loss?

### Facility Security & Compliance

Is the hosting facility SAS 70 II (Statement of Auditing Standards) compliant?

If yes, how often is this compliance audited?

How are you actively enforcing SAS 70 II controls& requirements in to your work processes? Please answer in detail.

### Data Backup & Restore

How is the County's data backed up?

Where is the backup data being stored?

How is the backup data stored? Is the data in raw files or encrypted format?

Who has access to this backup data?

What kind of point in time restores of the database are available? (e.g. Once a day? To the minute?)

### **Business Continuity & Disaster Recovery**

What type of business continuity & disaster recovery options are available? Is this part of the standard services?

Where are the DR (disaster recovery) data centers locations located?

What type of infrastructure exists to replicate and synchronize data between the primary and DR data centers? Is this available in real-time, daily?

If the primary environment is down? How quickly can the DR environment be made active either in the primary or the DR data center?

### **Data Access and Portability**

How can Williamson County obtain copies of the data?

What formats will the data be delivered in?

How often can the County request copies of the data?



## Question and Answers for Bid #1509-011 - Hosted Solution Service - Web Based Benefit Enrollment System

### Overall Bid Questions

There are no questions associated with this bid.