

## **Solicitation 1904-308**

### **Property/Casualty & Worker's Compensation Insurance RFP**

**Bid Designation: Public**



**Williamson County, Texas**

## Bid 1904-308

### Property/Casualty & Worker's Compensation Insurance RFP

Bid Number 1904-308  
 Bid Title Property/Casualty & Worker's Compensation Insurance RFP

Bid Start Date In Held  
 Bid End Date Jul 15, 2019 3:00:00 PM CDT  
 Question & Answer End Date Jul 9, 2019 5:00:00 PM CDT

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

Bid Contact Blake Skiles  
 Senior Purchasing Specialist  
 512-943-1478  
 blake.skiles@wilco.org

Contract Duration 3 years  
 Contract Renewal 2 annual renewals  
 Prices Good for 90 days

Bid Comments **Williamson County is seeking insurance proposals for the following lines of coverage: Property, Boiler, Crime, Inland Marine, General Liability, Law Enforcement Liability, Public Officials Liability, Auto Liability, Auto Physical Damage, Cyber Liability and Worker's Compensation Insurance. The County currently purchases all lines of coverage through the Texas of Association of Counties. McGriff, Seibels & Williams serves as Williamson County's Insurance/Risk Management Consultant. All proposals must be submitted through BidSync and should not be sent directly to the Consultant in which case they will be deemed unresponsive. Please note multiple carriers may be awarded for certain coverage items. The award schedule will be as follows:**

- Property, Inland Marine & Boiler
- Crime
- General Liability, Law Enforcement Liability & Public Officials Liability
- Auto Liability & Auto Physical Damage
- Cyber Liability
- Workers Compensation

#### Item Response Form

Item 1904-308--01-01 - Please attach all required documents to this line  
 Quantity 1 each


Prices are not requested for this item.

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

Qty 1

**Description**

Please attach all required documents to this line:

- completed Wilco Spec Appendix A
  - completed Supplemental Questionnaire Appendix B which includes reference request
  - Conflict of Interest Form
  - RFP affidavit
  - signed Form 1295
  - sample contract/policies
- 



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT  
SOLICITATION NUMBER 1904-308  
Property/Casualty & Worker's Compensation Insurance RFP**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:  
Jul 15, 2019 3:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY OPENED:  
Jul 15, 2019 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 proposal must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

- 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.

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

- 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.

**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.**

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

General Information:

- If mailed or delivered in person, Proposal 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: **BID NAME AND NUMBER**  
100 Wilco Way  
Suite P101  
Georgetown, TX 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.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the 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.
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## APPENDIX A

### 1. PROPOSAL SPECIFICATIONS

#### 1.1 Commercial Insurance Application Information

**INSURED:** Williamson County

**EFFECTIVE DATE:** October 1, 2019

**NATURE OF BUSINESS:** County

**ATTACHMENTS:**

- 1 – Statement of Values
- 2 – Auto Schedule
- 3 – Loss Run Report
- 4 – County Budget
- 5 – Applications
- 6 – Payroll History
- 7 – Supplemental Questions

#### 1.2 Scope

The purpose of this proposal is for Williamson County to acquire the following lines of insurance coverage:

***Property/Equipment, Boiler & Machinery, General Liability, Cyber/Data Breach, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Crime & Workers Compensation.***

#### 1.3 General Information

Williamson County currently purchases all Property & Casualty Insurance through Texas Association of Counties. Quotations for all lines of coverage should be effective 10/1/2019 and expire on 10/1/2020.

This contract will be effective for three (3) years, with two renewal options for additional one-year periods (as listed below), at the County's option and with the acceptance of the awarded vendor(s).

Initial Term	October 1, 2019 through September 30, 2022
First Annual Renewal - Option	October 1, 2022 through September 30, 2023
Second Annual Renewal - Option	October 1, 2023 through September 30, 2024

#### 1.4 Mandatory Requirements

- 1.4.1 Respondents must provide specimen policies including the endorsements that will be attached to the policy.
- 1.4.2 Respondents must indicate whether the quotations are subject to all lines being bound or if some lines of coverage can be purchased individually.
- 1.4.3 The specifications must be completed in full for all lines that are being quoted and all variances to the specifications must be explained in detail.

- 1.4.4 Carrier must acknowledge and confirm that all verbal or written correspondence with the County, regarding topics associated with these contracts, will be directed through the HR Risk Coordinator or the Sr Director of Human Resources after the award.
- 1.4.5 Agents must be licensed to conduct business in the State of Texas and provide a copy of the license.
- 1.4.6 Agents must provide a certificate evidencing \$1,000,000 Per Occurrence for Errors and Omissions Insurance.
- 1.4.7 A.M. Best ratings must be provided for all standard insurance company quotes.
- 1.4.8. The Insurance carrier must complete Respondent's References on the designated form in the RFP package. This form must be filled out by the carrier supplying three Public Entity references.
- 1.4.9 The insurance carrier must provide three Texas Public Entity Property & Casualty client references with a population size of 500K or greater.

## 1.5 Specifications

### Property

#### LIMITS:

	Limit Provided
Buildings & Personal Property	
Mobile Equipment	
Computer Hardware, Software & Media	
Extra Expense/Gross Earnings	
Law Enforcement Animals	

#### DEDUCTIBLES:

		Yes	No	Differences/Explanation
\$ 25,000	All Perils, Except:			
\$ 25,000	Earthquake			
\$ 25,000	Wind & Hail			
\$ 25,000	Flood			
48 Hours	Off Premises Power			
\$ 1,000	Law Enforcement Animals			
\$ 1,000	Mobile Equipment			

#### VALUATION & COINSURANCE:

		Yes	No	Differences/Explanation
Replacement Cost – Agreed Amount	Buildings & Contents			
Actual Loss Sustained – Agreed Amount	Loss of Income			

**Property (Continued)****SUBLIMITS:**

		Yes	No	Differences/Explanations
\$ 10,000,000	Flood			
\$ 10,000,000	Earthquake			
\$ 2,000,000	Demolition & ICC			
\$ 2,500,000	Newly Acquired Property – 90 Day			
\$ 1,500,000	Extra Expense/Gross Earnings			
30 Days	30 Days of Ordinary Payroll			
\$ 1,000,000 / 30 Days	Civil Authority			
\$ 500,000	Off-Premises Service Interruption			
\$ 250,000	Ingress/Egress – 30 Days			
\$ 1,000,000	Emergency Vacating Expense			
\$ 1,000,000 / 180 Days	Extended Period of Indemnity			
\$ 500,000	Accounts Receivable			
\$ 2,500,000	Unnamed Locations			
\$ 2,500,000	Unintentional Errors & Omissions			
\$ 500,000	Transit			
Less of 25% of Loss or \$2,500,000	Debris Removal			
\$ 500,000	Off Premises Power (48 Hour Interruption Including Transmission Lines, Distribution Lines & Sewer)			
\$ 1,000,000	Unscheduled Personal Property			
\$ 1,000,000	Pollution Cleanup/Removal			
\$ 25,000	Loss Adjustment Expense			
\$ 1,000,000	Unscheduled Contents & Equipment			
100,000	Arson, Theft & Vandalism Rewards			
Included	Backup of Sewers, Drains & Sumps			
Included	Computer Virus Extraction			
Included	Consequential Damage			
Included	Damage by Water, Other Liquid, Powder or Molten Material			
\$ 1,000,000	Fine Arts			
\$ 100,000	Fire Department Service Charge			
Included	Foundations & Underground Pass			
\$ 100,000	Lock & Key Replacement			
Included	Outdoor Property			
\$ 100,000	Outdoor Trees, Shrubs & Plants			
Included	Personal Property @ Unscheduled Locations			
Included	Preservation of Property (180 Days)			
\$ 1,000,000	Valuable Papers & Records			
\$ 2,500,000	Newly Acquired Property			
\$ 1,000,000	Personal Property of Others			
\$ 100,000	Professional Fees			
\$ 500,000	Expediting Expenses			



		Yes	No	Differences/Explanations
\$ 250,000	Pavements & Roadways			
\$ 250,000	Installation Floater			
Included	Fungus, Mold or Mildew			
\$ 100,000	Arson or Theft Reward			
\$ 500,000	Tenants Legal Liability & Expense			
\$ 2,500,000	Soft Costs			
\$ 2,000,000	Unscheduled Outdoor Property			
\$ 2,000,000	Unscheduled Turfs/Fields/Tracks			
\$ 2,000,000	Wind-Driven Rain			
\$ 1,000,000	Mold – Valuable Papers, Records & EDP Media			
\$ 250,000	Airport Runways – Any One Location			
\$ 1,000,000	Temporary Removal – for the Purpose of being Repaired or Serviced			
\$ 250,000 / \$ 1,500,000 Agg.	Any Watercraft, 27 Feet or Less in Length			

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanation
All Risks of Direct Physical Loss Coverage including Flood & Earthquake			
Blanket Real Property, Personal Property & Extra Expense			
Blanket Electronic Hardware, Software, Media & Extra Expense with Broaden EDP Perils			
Amend Notice of Cancellation to 90 Days, except 10 Days for Nonpayment of premium			
Flood Zone determination in effect at the 10/01/19 inception date of the policy will apply throughout the entire policy term. If a location does not have a flood zone at the inception date, the flood zone will be determined at time of loss.			
Terrorism Included?			

**PREMIUM:**

\$25,000 Deductible \_\_\_\_\_  
 \$50,000 Deductible \_\_\_\_\_

**Boiler and Machinery****LIMITS:**

		Yes	No	Differences/Explanation
<b>\$ 50,000,000</b>	Limit			
<b>\$ 250,000</b>	Expediting Expenses			
<b>\$ 250,000</b>	Hazardous Substance			
<b>\$ 250,000</b>	Ammonia Contamination			
<b>\$ 100,000</b>	Water Damage			
<b>Included</b>	Business Income			
<b>\$ 250,000</b>	Spoilage			

**DEDUCTIBLES:**

		Yes	No	Differences/Explanation
<b>\$ 25,000</b>	Combined All Direct Coverages			
<b>48 Hours</b>	Business Income/Extra Expense			
<b>48 Hours</b>	Off Premises Service Interruption			

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanation
Comprehensive Equipment Coverage Including Production Machines			
Coverage Includes Accidental Breakdown of Heating or Process Boilers, Pressure Vessels, Electrical Equipment, Air Conditioning and Refrigeration Equipment			
Include Perishable Goods - \$100,000			
CFC Refrigerants - \$100,000			
Extended Business Income: <b>30</b> Days			
Newly Acquired Locations: <b>180</b> Days			
\$1,000,000			
Errors in Description			
Off Premises Property Damage - \$25,000			
Extra Expense – \$500,000			
Service Interruption – \$1,000,000			
Contingent Business Income - \$25,000			
Demolition - \$100,000			
Ordinance or Law - \$100,000			
Data and Media - \$1,000,000			
Computer Equipment – Included			
Consequential Loss - \$100,000			

**PREMIUM:**

**\$ 50,000,000** Limit \_\_\_\_\_  
**\$ 100,000,000** Limit \_\_\_\_\_

**General Liability****LIMITS:**

		Yes	No	Differences/Explanation
<b>\$100,000</b>	Bodily Injury Per Person			
<b>\$300,000</b>	Bodily Injury Per Accident			
<b>\$100,000</b>	Property Damage			
<b>\$100,000</b>	Personal Advertising Injury, Per Claim			
<b>\$300,000</b>	Personal Advertising Injury Aggregate			
<b>\$50,000</b>	Damage to Premises			
<b>\$100,000</b>	Employee Benefits Liability Each Act			
<b>\$300,000</b>	Employee Benefits Total Limit			
<b>\$25,000</b>	Deductible Each Occurrence			

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanation
Premises and Operations			
Products and Completed Operations			
Contractual Liability - Host Liquor			
Incidental Medical Malpractice			
Watercraft (Explain Length Limitation)			
Broad Form Named Insured			
Amended Notice of Cancellation to <b>90</b> Days; Nonpayment Remains at <b>10</b> Days			
Unintentional Errors & Omissions In Form			
Defense Cost Outside Limits/Aggregate			
Blanket Waiver of Subrogation where required by contract			
Blanket Additional Insured where required by contract			
Abuse and Molestation Coverage			
Herbicide and Pesticide Application Pollution Liability			
Terrorism Coverage Included			
Care, Custody and Control			
Employees as Insureds			
Volunteers Included as Insureds			
Pay on Behalf			
Mobile Equipment Liability			
Suits from Parks and Recreational Activities			

**PREMIUM:**

\$ 25,000 Deductible \_\_\_\_\_

\$ 50,000 Deductible \_\_\_\_\_

\$100,000 Deductible \_\_\_\_\_

**Cyber/Data Breach****LIMITS:**

		Yes	No	Differences/Explanation
<b>\$2,000,000</b>	Security & Privacy Liability Limit			
<b>\$2,000,000</b>	Regulatory Action Limit			
<b>\$2,000,000</b>	Event Management			
<b>\$2,000,000</b>	Cyber Extortion			
<b>\$25,000</b>	Deductible Per Claim			

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanation
Notice, Credit Monitoring, Forensics Investigations and Public Relations Included?			
Claims Made Form			
PCI-DSS Assessment Coverage Endorsement – Sublimit			
Control Group Definition Amendatory Endorsement (Amending List of Officers; Non-Administrative Personnel)			
Economic Sanctions Endorsement			
E-Discovery Consultant Services Coverage Endorsement			
Criminal Reward Coverage Extension			
Amended Notice of Cancellation to <b>90</b> Days; Nonpayment Remains at <b>10</b> Days			
Notice of Claim Provision Amendatory Endorsement (Sixty-Day Post Policy Reporting Period)			
Choice of Panel Counsel Endorsement			
Cyber Terrorism Included			
Confidential Information to Include Third Party Company Data			
No Encryption Exclusion			
Data Restoration to be included in the definition of a loss			

**PREMIUM:****\$25,000 Deductible** \_\_\_\_\_

**Law Enforcement Liability****LIMITS:**

Limit	Description	Yes	No	Differences/Explanation
<b>\$2,000,000</b>	Aggregate			
<b>\$2,000,000</b>	Per Wrongful Act			

**DEDUCTIBLES:**

Deductible	Description	Yes	No	Differences/Explanation
<b>\$25,000</b>	Per Occurrence			

**TERMS & CONDITIONS:**

Description	Yes	No	Differences/Explanation
Insured Includes: Williamson County & County Law Enforcement, Elected/Appointed Officials, Employees, Volunteers, Williamson County Boards			
Occurrence Form			
Pay on Behalf of Basis			
Defense Costs in Addition to the Limit			
Right and Duty to Defend			
Personal Injury and Property Damage Coverage			
Libel, Slander, Wrongful Entry, Discrimination, False Arrest, Violation of Civil Rights, Bodily Injury, False Imprisonment, Invasion of Privacy, Unlawful Prosecution, Humiliation			
Damage to The Property of Others, Loss of Damaged Property, Loss of Use of Undamaged Property			
Coverage for Assisting Other Political Subdivisions			
Coverage for Intentional Acts			
Coverage for Sexual Abuse & Molestation			
Coverage for Punitive Damages			
Coverage for Moonlighting			
Personal Property of Others at Time of Arrest			
Coverage for Commandeered Vehicles			
Criminal Acts			
Negligence, Errors or Omissions, Breach of Contract			
Terrorism Coverage Included			

**PREMIUM:**

**\$ 25,000 Deductible** \_\_\_\_\_  
**\$ 50,000 Deductible** \_\_\_\_\_  
**\$100,000 Deductible** \_\_\_\_\_

**Public Officials/Employment Practices Liability****LIMITS:**

Limit	Description	Yes	No	Differences/Explanation
<b>\$2,000,000</b>	Aggregate			
<b>\$2,000,000</b>	Per Wrongful Act			
<b>\$2,000,000</b>	EPL - Aggregate			
<b>\$2,000,000</b>	EPL - Per Wrongful Act			

**DEDUCTIBLES:**

Deductible	Description	Yes	No	Differences/Explanation
<b>\$25,000</b>	Per Occurrence			

**RETROACTIVE DATE:**

Date	Description	Yes	No	Differences/Explanation
<b>9/1/2013</b>	Retroactive Date			

**TERMS & CONDITIONS:**

Description	Yes	No	Differences/Explanation
Insured Includes: Williamson County, Elected/Appointed Officials, Employees, Volunteers, Williamson County Boards			
Pay on Behalf of Basis			
Defense Costs in Addition to the Limits			
Coverage for Punitive Damages			
Back Wages			
Future Wages			
Violation of Civil Rights			
Right and Duty to Defend			
Sexual Misconduct, Discrimination & Mental Injury			
Administrative Hearings			
Intentional Acts			
Extended Reporting Period			
Defense for Non-Monetary Damages			
Personal Injury including Employees			
Employee Discrimination			
Wrongful Termination			
Retaliation			
Employee Harassment			
Negligence, Errors or Omissions, Breach of Contract			

**PREMIUM:**

**\$ 25,000 Deductible** \_\_\_\_\_  
**\$ 50,000 Deductible** \_\_\_\_\_  
**\$100,000 Deductible** \_\_\_\_\_

**Business Automobile****LIMITS:**

<u>Liability</u>		Yes	No	Differences/Explanation
<b>\$100,000</b>	Per Person Bodily Injury			
<b>\$300,000</b>	Per Occurrence BI			
<b>\$100,000</b>	Per Occurrence PD			
	Symbol 1 Liability			
<b>\$1,000</b>	Deductible			

<b>Hired Car Physical Damage</b>		Yes	No	Differences/Explanation
<b>\$50,000</b>	Maximum per vehicle			
<b>\$2,500</b>	Comprehensive Deductible			
<b>\$2,500</b>	Collision Deductible			
<b>Physical Damage to Owned Units</b>				
<b>\$2,500</b>	Comprehensive Deductible			
<b>\$2,500</b>	Collision Deductible			
<b>Garagekeepers</b>				
<b>\$30,000</b>	Maximum per vehicle			
<b>\$2,500</b>	Comprehensive Deductible			
<b>\$2,500</b>	Collision Deductible			

**Business Automobile (Continued)****TERMS & CONDITIONS:**

	Yes	No	Differences/Explanation
Business Automobile – Texas			
Hired & Non-Owned Automobile Liability			
Ninety <b>(90)</b> Day Notice of Cancellation, except Ten <b>(10)</b> days for non-payment of premium			
Symbol “1” Liability and Physical Damage			
Broad Named Insured			
Hired Autos Specified as Covered Autos You Own			
Garagekeepers			
Terrorism Coverage Included			
Exclude or limit Liability Insurance coverage for permissive use of County-Owned Vehicles by third party vendors/contractors?			
Coverage apply automatically to vehicles acquired during policy term and premium for deletions and additions determined at end of year audit?			
Blanket Additional Insured where required by contract			
Blanket Waiver of Subrogation where required by contract			
Coverage applies to mobile equipment being transported by a covered vehicle?			
Electronic Equipment Coverage if permanently attached to vehicle?			

**PREMIUM:**

<b>\$1,000</b>	Auto Liability	_____
<b>\$2,500</b>	Auto Liability	_____
<b>\$5,000</b>	Auto Liability	_____
<b>\$2,500</b>	Auto PD	_____
<b>\$5,000</b>	Auto PD	_____
Number of Autos Quoted for AL		_____
Number of Autos Quoted for APD		_____



**Crime****LIMITS:**

		Yes	No	Differences/Explanation
\$ 500,000	Public Employee Dishonesty			
\$ 500,000	Faithful Performance			
\$ 500,000	Money & Securities (Inside/Outside)			
\$ 500,000	Forgery & Alteration			
\$ 500,000	Robbery or Safe Burglary (Inside/Outside)			
\$ 500,000	Computer Fraud			
\$ 500,000	Funds Transfer Fraud			
\$ 500,000	Money Orders and Counterfeit Paper Currency			

**DEDUCTIBLES:**

		Yes	No	Differences/Explanation
\$ 1,000	Each Occurrence			

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanation
Coverage includes loss of funds of others in the custody of the County			
Public Employees bond coverage applies to all employers and appointed or elected officials?			
Voluntary parting of funds coverage			
Terminated Employees covered for ninety (90) days after termination of service			
Treasurer, Tax Collector and Tax Office are Included			

**PREMIUM:**

\$1,000 Deductible \_\_\_\_\_

\$5,000 Deductible \_\_\_\_\_

**Workers Compensation****LIMITS:**

		Yes	No	Differences/Explanation
<b>\$ 1,000,000</b>	Employers Liability			

**DEDUCTIBLES:**

		Yes	No	Differences/Explanation
<b>\$ 0</b>	Each Occurrence			

**TERMS &  
CONDITIONS:**

	Yes	No	Differences/Explanation
Claim Administration			
Notification of payment and/or nonpayment to claimant			
Medical case management & rehabilitation services			
Subrogation			
Litigation management			
Reserve change notification			
Loss control services			
Provide loss information			

**PREMIUM:**

**\$25,000** Deductible \_\_\_\_\_  
**\$50,000** Deductible \_\_\_\_\_  
**\$100,000** Deductible \_\_\_\_\_

## 1.6 Premium Summary

Coverage Item	Premium
Property / Inland Marine / Boiler	
Crime	
General Liability	
Law Enforcement Liability	
Public Officials Liability	
Auto Liability	
Auto Physical Damage	
Cyber Liability	
Workers Compensation	
<b>TOTAL PREMIUM</b>	

APPENDIX B  
SUPPLEMENTAL QUESTIONS

Carrier Contact Information

General

How many Public Entities, that are roughly the size of Williamson County (500Kpopulation), does the insurance carrier provide Property, Liability or Workers Compensation insurance for?  
The insurance carrier must provide three references of Texas public entities with a population size of 500k or greater, along with the lines of coverage currently provided  
Attach/provide risk control/management materials  
Provide/Attach information about claim management services  
Provide links to demo of claim products

Property / Inland Marine / Boiler

How is mobile equipment defined in the policy  
How does Wilco file a claim  
Can Wilco track claims online and/or see adjuster notes  
If yes, provide information about this process  
What is the turnaround time for loss run requests?  
What is the process of adding property/inland marine to the policy schedule  
Explain how the policy will respond to physical damage for drones  
Explain how the policy will respond to physical damage for boats  
Are claims handled in house or is a third-party adjuster utilized  
If in house, how many property adjusters are employed to handle property claims in Texas  
If a TPA, will Williamson County have a designated adjuster  
What is the typical turnaround time for an adjuster to be on site after a claim has been filed  
What claim services are provided when damage amount is appraised at under the deductible  
How does property coverage respond to leased properties  
How does the property/IM policy respond to contents in vehicles?  
How does the adjuster determine the depreciation for these items  
If a property is deemed a total loss, what system is used to determine the RC value of the building?  
How are flood zones determined? By Wilco or by the carrier?  
Are in person trainings, webinars, seminars provided to clients  
Upload training library information with course description.  
Are risk control resources available for property / inland marine / boiler? If so, please provide information about the services available.

Crime

Are claims handled in house or is a third-party adjuster utilized  
If in house, how many crime adjusters are employed to handle property claims in Texas  
If a TPA, will Williamson County have a designated adjuster?  
What is the typical turnaround time for an adjuster to make contact with Wilco after a claim has been filed?  
Are in person trainings, webinars, seminars provided to clients  
What topics are typically covered  
Upload a training library with course description.  
Are risk control resources available for crime  
If so, please provide information about the services available.  
Are crisis management services offered in the event of a loss  
Please provide information about the services available

Auto Liability & Physical Damage

Explain how the policy will respond to physical damage for drones  
Explain how the policy will respond to physical damage for boats on a trailer  
How does Wilco file a claim  
Is it an online form  
Can Wilco track claims online and/or see adjuster notes? If yes, provide information about this process.  
What is the turnaround time for loss run requests  
Are claims handled in house or is a third-party adjuster utilized  
If in house, how many Auto Liability & how many Auto Physical Damage adjusters are employed to handle Auto claims in Texas?  
If a TPA, will Williamson County have a designated adjuster  
What is the typical turnaround time for an adjuster to inspect/appraise a vehicle after a claim has been filed  
Do adjusters appraise damage to permanently attached equipment  
How is permanently attached equipment on an auto evaluated at the time of loss? RC or ACV  
How does the auto policy respond to permanently attached equipment in vehicles  
How does the adjuster determine the depreciation for these items?  
How does the auto policy respond to contents in a vehicle that are damaged due to a loss or stolen  
How does the auto policy respond to contents in a vehicle that are damaged due to an accident  
What claim services are provided when damage amount is appraised at under the deductible  
If a vehicle is deemed a total loss, what process is used to determine the value of the vehicle  
How are premiums handled, during the policy period, for vehicle additions/deletions  
Do vehicles have automatic physical damage coverage or do they need to be specifically added during the policy period  
Is auto liability 'any auto' or do vehicles have to be specifically scheduled? APD?  
How many adjusters are designated to collecting subrogation  
Is this their primary role or do they handle other claims as well  
Provide information about the subrogation process. What is the current subrogation recovery rate  
What is the average turnaround time for subrogation  
How does the auto coverage respond if an officer takes on extra duty (moonlighting)  
MVR checks offered by carrier?  
Explain driver criteria program, attach documents.  
How does coverage respond to rental vehicles? AL and APD  
Are in person trainings, webinar and seminars provided to clients  
What topics are typically covered  
Upload a training library with course description.  
Are risk control resources available  
If so, please provide information about the services available

Liability

How are boats covered for liability  
How are drones covered for liability  
How is inland marine covered for liability  
Will Williamson County have choice of counsel  
If not, please provide a list of approved counsel  
How does Wilco file a claim  
Is it an online form  
Can Wilco track claims online and/or see adjuster notes  
If yes, provide information about this process  
What is the turnaround time for loss run requests  
Are claims handled in house or is a third-party adjuster utilized  
If in house, how many liability adjusters are employed to handle liability claims in Texas  
If a TPA, will Williamson County have a designated adjuster  
What is the typical turnaround time for an adjuster to make contact after a claim has been filed  
What claim services are provided when damage amount is appraised at under the deductible  
How does coverage respond when an officer takes on extra duty (moonlighting)  
Are there exclusions or sub-limits for malicious acts  
Are in person trainings, webinar and seminars provided to clients  
What topics are typically covered  
Upload a training library with course description.  
Are risk control resources available  
If so, please provide information about the services available  
Are training materials available  
If so, are the services available online and/or in person  
Are crisis management services offered in the event of a loss  
Please provide information about the services available

Workers Compensation

How does Wilco file a claim  
Is there an online claim form  
Can Wilco track claims online and/or see adjuster notes  
If yes, provide information about this process  
What is the turnaround time for loss run requests  
Are claims handled in house or is a third-party adjuster utilized  
If in house, how many Workers Compensation adjusters are employed to handle WC claims in Texas  
If a TPA, will Williamson County have a designated adjuster  
What is the typical turnaround time for an adjuster to make contact after a claim has been filed  
How many adjusters are designated to collecting subrogation  
Is this their primary role or do they handle other claims as well  
Provide information about the subrogation process  
Is this their primary role or do they handle other claims as well  
Provide information about the subrogation process  
What is the current subrogation recovery rate  
What is the average turnaround time for subrogation  
How does coverage respond when an officer takes on extra duty (moonlighting)  
Do you provide nurse case managers/providers? If so, at what point?  
Is there a specific network of providers Williamson County must utilize?  
Does the carrier provide return to work assistance  
Please provide RTW materials  
Are in person trainings, webinar and seminars provided to clients  
What topics are typically covered  
Upload a training library with course description.  
Are risk control resources available  
If so, please provide information about the services available  
Are safety training materials available?  
If so, are the services available online and/or in person?  
Do you subrogate injury claims caused by inmates or criminals?  
What does that process look like?  
Are suspicious claims investigated?  
Is there an internal appeal process for the injured employee? Explain  
Explain how your prescription plan functions. Timeline, paperwork etc  
Will payments to Law Enforcement officers be paid directly to the injured officer or to the County? Explain  
Is telemedicine an option for injured employees seeking medical treatment

References

Public Entity Name:

POC name, number, email:

Lines of Coverage provided:

Public Entity Name:

POC name, number, email:

Lines of Coverage provided:

Public Entity Name:

POC name, number, email:

Lines of Coverage provided:



## **Williamson County – Request for Proposal (RFP)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

**Contract** – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Executive Summary** – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

**Proposal Documents** – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

**Proposal** – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

**Respondent** – means a person or entity who submits a Proposal in response to this RFP.

**Request for Proposals (RFP)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Respondent**– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

## **SECTION 2 - RESPONSE FORMAT AND SUBMISSION**

### **2.1 INTRODUCTION**

Each Proposal submitted in response to this RFP should clearly reference the 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 the County staff to efficiently evaluate all submitted Proposals, the 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:

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

Vague and general Proposals will be considered non-responsive, and may, at the 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.

### **2.2 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 all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

#### H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

### 2.3 TRANSMITTAL LETTER

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

- 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.). See Section 3.5, Signature of Respondent, for more information.
- 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, physical address, email 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 the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the 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. See Section 4.40, Air Quality for more information.

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

### 2.4 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 should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services 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 goods and/or services specifically required, at the County's sole discretion, may result in disqualification of

the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of 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 personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

## 2.5 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, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/Departments/Purchasing/Conflict-of-Interest>

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 of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the 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 the County employees or officials may be cause for termination.

The 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 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 the 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 with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed



(all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent 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. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she 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. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

## 2.9 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 the County.

## 2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy. Please be aware that submitting proposals electronically is a convenience to the respondent. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of respondent's submittal.**

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Proposal 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 in this RFP package, to:

Williamson County Purchasing Department  
Attn: **Proposal Name and Number**  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to 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 and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP**

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the 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 the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (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 one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All 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 forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

### **3.4 SIGNATURE OF RESPONDENT**

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. 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.
- B. 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.
- C. 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.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. 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.

### **3.5 ASSUMED BUSINESS NAME**

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

### **3.6 ECONOMY OF PRESENTATION**

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

### **3.7 REJECTION OR ACCEPTANCE**

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

### **3.8 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(s).

### **3.9 COMPLIANCE WITH RFP SPECIFICATIONS**

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

### **3.10 EVALUATION**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the 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. The County shall have sole discretion for determining the reliability of the source. The 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 the County.

### **3.11 WITHDRAWAL OF PROPOSAL**

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.12 RESPONSIBILITY**

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective 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 that can be determined thru references provided;  
and
- D. Be otherwise qualified and eligible to receive an award.

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

### **3.13 PURCHASE ORDERS**

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

### **3.14 SILENCE OF SPECIFICATIONS**

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

### **3.15 REFERENCES**

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent's performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The 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(s), 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(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and 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 (if applicable); and
  - 2. The Respondent's Proposal.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and 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. The terms and conditions of the Ensuing Agreement;
  - 2. The RFP and its Addenda; and
  - 3. The Respondent's Proposal.

### **4.3 OWNERSHIP OF PROPOSAL**

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

### **4.4 DISQUALIFICATION OF RESPONDENT**

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, 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 the County believes that collusion exists among the Respondents.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All 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 this Contract.

#### **4.6 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(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

#### **4.7 IMPLIED REQUIREMENTS**

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

#### **4.8 TERMINATION**

**A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the 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 the County may have at law or in equity or as may otherwise be provided hereunder. 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 the County's satisfaction, and/or to meet all other obligations and requirements.

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

#### **4.9 NON-PERFORMANCE**

It is the objective of the 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, the 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.

#### **4.10 PROPRIETARY INFORMATION AND THE 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. 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.

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.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the 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. The Successful Respondent agrees that the 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. The County shall give the Successful Respondent reasonable advance notice of intended audits.

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials 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, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 PROPOSAL PREPARATION COSTS**



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

#### **4.14 INDEMNIFICATION**

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the 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 limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement (s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the 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 the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the 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(s), unless otherwise agreed by the 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 judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

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

#### **4.15 WAIVER OF SUBROGATION**

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the 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(s).

#### **4.16 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 the 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 the County in the results of the work only. The 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. The 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 the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 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 the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 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.

#### **4.19 SEVERABILITY**

If any provision of this RFP, the Contract or any Ensuing Agreement(s) 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(s) 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(s) 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(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

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

#### **4.21 NOTICE**

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

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
100 Wilco Way, Suite P101

Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

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

#### **4.23 COMPLIANCE WITH LAWS**

The County and the 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(s), 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.

#### **4.24 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. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The 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.

#### **4.26 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(s) 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 hereof 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.

#### **4.27 CURRENT REVENUES**

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

#### **4.28 BINDING EFFECT**

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

#### **4.29 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 the County.

#### **4.30 SAFETY**

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

#### **4.31 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The 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 the County in accordance with the County's requirements and procedures. The 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.

#### **4.32 CONTRACTUAL DEVELOPMENT**

The 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 (BAFO).

#### **4.33 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the 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 the County.

#### **4.34 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Respondent and the

County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

#### **4.35 PAYMENT**

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the 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 the 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 (1) percent and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) 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 the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the 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 the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### **4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT**

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the 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.

#### **4.37 LEGAL LIABILITY INFORMATION**

The Successful Respondent shall disclose all legal liability information by listing any pending litigation, civil or criminal, 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. Furthermore, the respondent certifies to the best of its knowledge and belief that within the last five (5) years Respondent or Respondent Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Respondent cannot so certify to the above, then it must submit along with its proposal, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Respondent. The Respondent's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Respondent shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract if becomes aware of any event which would cause the Respondent's certification or explanation to change. Respondent acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

#### **4.38 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.

#### **4.39 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.40 AIR QUALITY**

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

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

#### **4.41 COOPERATIVE PURCHASING PROGRAM**

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### **4.42 CONFIDENTIALITY**

The 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.

## PROPOSAL AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

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.

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."

<b>Name of Respondent:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Address of Respondent:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Email:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Telephone:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Printed Name of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Signature of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

### **Cooperative Purchasing Program**

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

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.



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**\*If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, 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).

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

[ ]  
Notary Public in and for

The State of [ ]

The County of [ ]

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.**

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature is not required if completing in BIDS SYNC electronically;

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015



## PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY ADDITIONAL INFORMATION REQUEST

THE INFORMATION BEING REQUESTED IS FOR A CLAIMS-MADE POLICY. IT IS IMPORTANT THAT YOU READ ALL OF THE PROVISIONS OF YOUR POLICY CAREFULLY.

Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

An Additional Information section is provided at the end of this document for any information that exceeds the space provided.

### GENERAL INFORMATION

Proposed First Named Insured & Other Named Insured(s): <b>Williamson County</b>		Today's Date:
Proposed Effective Date (mm/dd/yyyy): <b>10/1/2019</b>	Proposed Expiration Date (mm/dd/yyyy): <b>9/30/2020</b>	

### INSURANCE COVERAGE AND LIMITS INFORMATION

1. Each Wrongful Employment Practice Offense Limit/Total Limit:  
☐ \$1,000,000/\$1,000,000     ☒ \$2,000,000/2,000,000     ☐ Other \_\_\_\_\_
2. Deductible/Retention:    ☐ \$15,000    ☒ \$25,000    ☐ Other \_\_\_\_\_
3. Do you currently carry Employment Practices Liability Insurance? ..... ☒ Yes    ☐ No
4. Continuous Claims Made Retroactive Date:    **9/1/2013**
5. Prior coverage information:
  - a. Insurer: **Texas Association of Counties RMP**
  - b. Each Wrongful Employment Practice Offense Limit/Total (Aggregate) Limit: \$ **2,000,000** / \$ **2,000,000**
  - c. Retroactive Date: **9/1/2013**
  - d. Deductible/Retention: \$ **25,000**
  - e. Policy Period: **present**
  - f. Premium: \$ **200,137**

### EMPLOYEE INFORMATION

6. Complete the following table regarding your employees:

Employee Type	Full-Time (32 or More Hours Per Week)	Part-Time	Temporary/ Seasonal	Leased Workers	Independent Contractors	Volunteer Firefighters	Volunteers – Other
Total Number of Employees	<b>1682</b>	<b>29</b>				<b>0</b>	
# Voluntary Terminations in past 12 mos.							
# Involuntary Terminations in past 12 mos.							

*\*Independent contractor means any person who is not your employee or volunteer worker, but who performs duties related to the conduct of your business because of contract or agreement between you and that person for specified services*

7. What percentage of your workforce is unionized? 0%
8. Do you anticipate any of the following, including those resulting from any type of restructure or privatization of service, within the next 12 months?

Description	# Employees Involved	Job Categories involved
a. layoffs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b. terminations <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. workforce reductions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. furloughs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

### HUMAN RESOURCES INFORMATION

9. Do you have a human resources department? ..... ☒ Yes ☐ No  
 If no, is there an individual designated to handle all employment related incidents? ..... ☐ Yes ☐ No  
 If no, please describe how human resource function is handled: \_\_\_\_\_

10. Are all involuntary terminations reviewed and approved by: (check all that apply):

☐ Immediate Supervisor      ☐ Outside employment counsel      ☐ Human resources manager  
☐ Inside legal counsel      ☒ Other: **Elected Officials and Department Heads**

11. Are all prospective employees required to complete a standard employment application prior to hire? ☒ Yes ☐ No  
 If yes, does it contain:

- a. An employment at-will statement? ..... ☒ Yes ☐ No  
 b. An authorization to check references and criminal conviction records? ..... ☒ Yes ☐ No  
 c. The applicant's signature attesting that all representations are true? ..... ☒ Yes ☐ No  
 d. An equal opportunity statement? ..... ☒ Yes ☐ No

12. Do you have published guidelines, policies or procedures that address the following?:

Policy Description		Last Review Date	Do you have annual training for your managers/supervisors?
a. Equal Employment Opportunity (EEO) policy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Discrimination (anti-discrimination) policy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. Discipline/discharge/termination policy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
d. Workplace harassment, including sexual harassment, policy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. Hiring policy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
f. Reporting, investigating and resolving employee complaints (grievance policy)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Annual Performance appraisal review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. Salary administration/ Job Descriptions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
i. Accommodating the disabled	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

13. Does legal counsel review and approve all changes to your policies and procedures? ..... ☒ Yes ☐ No

14. Are the above policies and procedures contained in an employee handbook, or policies and procedures manual that is distributed and acknowledge by all employees? ..... ☒ Yes ☐ No  
 If no, how are policies communicated to employees? \_\_\_\_\_

15. Do you conduct annual training or education program that sensitizes all employees on issues of:

- a. discrimination? ..... ☒ Yes ☒ No  
 b. workplace harassment? ..... ☒ Yes ☒ No  
 c. ethics/compliance? ..... ☒ Yes ☒ No  
 d. customer service/complaint training? ..... ☒ Yes ☒ No

16. Are you currently required to comply with any judicial or administrative agreement, order, decree or judgment relating to employment? ..... ☐ Yes ☒ No

*If yes, please attach a copy.*

17. Has there been during the past five years, or is there now pending, any of the following items against you or any of your employees involving an employment matter (whether reported to an insurer or not):

- a. written demand for monetary damages? ..... ☒ Yes ☐ No  
 b. civil or criminal proceeding? ..... ☒ Yes ☐ No  
 c. an administrative or arbitration proceeding? ..... ☒ Yes ☐ No  
 d. any complaint, charge, or investigative proceeding before the EEOC or similar state or local agency? ..... ☒ Yes ☐ No

*If yes, please complete the following table. If additional space is needed use the Additional Information section at the end of this document.*

Date	Claimant Name	Nature of action	Current Status
	Please request loss runs		

18. Do you or any of your employees have knowledge or information of any alleged violation of any law, internal complaint, or circumstance, related to employment which could reasonably give rise to a claim? ..... ☐ Yes ☒ No

*If yes, attach details.*

## FRAUD STATEMENTS

**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**LOUISIANA and MAINE:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Refer to the Core Application for all Fraud Statements.

## SIGNATURES

Authorized Representative Signature*: <b>X</b>	Authorized Representative Name - Printed	Date:
Producer Signature*: <b>X</b>	State Producer License No (required in FL):	Date:
Agency:	Agency Contact:	Agency Phone Number:

\* If you are electronically submitting this document, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

- ☒ Electronic Signature and Acceptance – Authorized Representative  
☐ Electronic Signature and Acceptance – Producer

## ADDITIONAL INFORMATION

This area may be used to provide additional information to any question. Please reference the question number.





## TRAVELERS PUBLIC SECTOR SERVICES INSURANCE APPLICATION

Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

An Additional Information section is provided at the end of this document for any information that exceeds the space provided.

### GENERAL INFORMATION

Proposed First Named Insured & Other Named Insured(s): <b>Williamson County</b>		Today's Date:	
Mailing Address: <b>100 Wilco Way Suite HR101, Georgetown, TX 78626</b>			
Proposed Effective Date (mm/dd/yyyy): <b>10/1/2019</b>	Proposed Expiration Date (mm/dd/yyyy): <b>9/30/2020</b>	Bid Date:	Need by Date:
Primary Contact For:	Name	Phone Number	Email Address
Risk Control	<b>Sr Director of Human Resources</b>	<b>512-943-1533</b>	<b>hr_risk@wilco.org</b>
Law Enforcement	<b>Sr Director of Human Resources</b>	<b>512-943-1533</b>	<b>hr_risk@wilco.org</b>
Human Resources	<b>Sr Director of Human Resources</b>	<b>512-943-1533</b>	

### REQUIRED ATTACHMENTS

Include the following with the submission:

- ☐ ACORD Applications
- ☒ Budget
- ☒ Claim History:
- TPA or Carrier Loss Runs
  - Total Paid and Incurred
  - Separated by Line of coverage

### PROFESSIONAL LINES ADDITIONAL INFORMATION

Coverage/Exposure	Does the applicant have this exposure?	Complete Required Form
Cyber Liability	<input checked="" type="checkbox"/>	Public Entity Cyber+ Liability <sup>SM</sup> Application ( <a href="#">59133</a> )
Employment Practices Liability	<input checked="" type="checkbox"/>	Public Entity Employment-Related Practices Liability Additional Information Request ( <a href="#">CP-7615</a> )
Law Enforcement Liability	<input checked="" type="checkbox"/>	Law Enforcement Liability Additional Information Request ( <a href="#">CP-7612</a> )
Public Entity Management Liability	<input checked="" type="checkbox"/>	Public Entity Management Liability Additional Information Request ( <a href="#">CP-7616</a> )
Employee Benefits Liability	<input checked="" type="checkbox"/>	Employee Benefits Liability Application ( <a href="#">CP-4391</a> )

Please complete additional supplements as requested in the Exposure Checklist on the next page

<b>PUBLIC ENTITY OPERATIONS AND EXPOSURE CHECKLIST</b>
--------------------------------------------------------

*Please complete the following:*

Operation/Exposure	Does the applicant have this exposure? (check if yes)	Check the box that describes who controls the exposure			Exposure Basis Description	Exposure Basis
		Public Entity	Separate Legal Entity	Sub-contracted		
A separate Additional Information Request may be required for certain exposures identified below						
Airport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. Airports	
Arenas / Convention Centers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. Buildings	<b>1</b>
					Total Sq. Ft. Area	<b>71045</b>
Cemeteries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. Acres	
					Include Cemetery Prof. Liability? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Dams / Levee / Dike / Canal/ Flood Wall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Complete Dams/Levee/Dike/Canal/Flood Wall Additional Information Request (CP-7610)	
Daycare Centers - Child / Adult	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Avg. No. Clients per Day	
					Complete Abuse or Molestation Coverage Supplemental Application (CP-4501)	
Housing Authority	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. Buildings/Units	
					Responsible for Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
International Travel (Sister City)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Complete International Insurance Application (58215)	
Landfills / Dumps / Refuse Sites / Incinerators	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No. Open / Closed	<b>open</b>
					No. Acres	<b>202</b>
Liquor Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Complete ACORD Liquor Liability Section (803)	
Marinas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Total Sq. Ft. Area	
					Gross Sales	
Museums	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Total Sq. Ft. Area	
Non-Profit Affiliations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Describe _____	
Port Authorities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Net Expenditures	\$
Sanitation, Garbage Collection, or Recycle Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Annual Payroll	\$
Schools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Complete: <ul style="list-style-type: none"> <li>Psychological Counseling Professional Liability (CP-4735)</li> <li>International Insurance Application (58215)</li> <li>Abuse or Molestation Coverage Supplemental Application (CP-4501)</li> </ul>	
Transportation Systems (Transits)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Type of Transit	
					Annual Payroll	\$
Watercraft / Boats > 25 foot length	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. Watercraft / Boats	
					Type of Watercraft / Boats _____	
Zoos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. Zoos	

Operation/Exposure	Does the applicant have this exposure? (check if yes)	Check the box that describes who controls the exposure			Exposure Basis Description	Exposure Basis
		Public Entity	Separate Legal Entity	Sub-contracted		

**HEALTHCARE - Facilities**

Clinics	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No. of Clinics	<b>4</b>
					Responsible for Insurance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Hospital	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. Hospitals	
					Responsible for Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Mental Health Department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Total Sq. Ft. Area	
Nursing Home	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Responsible for Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Shelters / Youth or Group Homes (separate from all other residential)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. Client/Residents	
					Total Sq. Ft. Area	
					Complete Abuse or Molestation Coverage Supplemental Application (CP-4501)	

**HEALTHCARE/EMT – Professionals**

Counseling Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Complete:</b> <ul style="list-style-type: none"> <li>Abuse or Molestation Coverage Supplemental Application (CP-4501)</li> <li>Healthcare Professional Additional Information Request (CP-7611)</li> </ul>
EMTs / Paramedics/ First Responders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Foster Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Social Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jail Nurse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nurse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**LAW ENFORCEMENT ACTIVITIES**

Jails / Detention Centers / Holding Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Complete Law Enforcement Liability Additional Information Request (CP-7612)</b>
Law Enforcement Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**PARKS and RECREATION**

Park & Recreation Department (Water Activities, Rodeo, Archery Range, Fitness Center, Ski Facility, Skate Park, etc)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Complete:</b> <ul style="list-style-type: none"> <li>Parks and Recreation Additional Information Request (CP-7613)</li> <li>Abuse or Molestation Coverage Supplemental Application (CP-4501)</li> </ul>	
Fireworks Displays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Golf Courses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. of Displays per Year	
					No. of Holes	
Special Events (Parades, Fairs, Festivals, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No. Events Per Year	
					Gross Sales – All Events \$	
					Describe _____	

**UTILITIES**

Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>If exposure is controlled by the entity, then complete</b> <ul style="list-style-type: none"> <li>Utilities Additional Information Request (CP-7617)</li> </ul>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sewer or Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Telecommunications (Telecom, Cable, Wi-Fi, Internet)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Operation/Exposure	Does the applicant have this exposure? (check if yes)	Check the box that describes who controls the exposure			Exposure Basis Description	Exposure Basis
		Public Entity	Separate Legal Entity	Sub-contracted		
Wind Generation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Solar Generation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**SUBCONTRACTED OPERATIONS**

- a. Are sub-contractors required to carry limits of insurance equal to your limits of liability? ..... ☒ Yes ☐ No
- b. Are certificates of insurance obtained? ..... ☒ Yes ☐ No
- c. Are hold-harmless agreements required from sub-contractors? ..... ☒ Yes ☐ No
- d. Are you named as an additional insured under the sub-contractors policy? ..... ☒ Yes ☐ No

**EMERGENCY DISPATCH**Check if N/A ☐

- a. Who handles your dispatch services? ☐ Police ☐ Fire ☒ Other Emergency Services Operations Center
- b. Does your department handle dispatch for others? ..... ☐ Yes ☒ No
- c. Are incoming calls to dispatchers recorded? ..... ☒ Yes ☐ No
- If yes, how long are tapes or digital files retained (i.e. number of years)? \_\_\_\_\_

**EMPLOYEE TURNOVER**

	Last Year	2 years ago
Indicate your employee turnover percentage of full time and part time employees for the past year: Turnover percentage = (# voluntary + involuntary terminations) / Total # of employees	<b>17.51</b>	<b>18.51</b>

**STREETS/ROADS/HIGHWAYS**Check if N/A ☐

	Paved	Unpaved
Miles of road owned:	<b>1400 total includes unpaved</b>	
Miles of road maintained for others:	<b>0</b>	

Who performs the following functions?

	Entity	Contractor
a. Street cleaning and dusting?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Cutting grass or weeds, planting, pruning/removal of trees, removing brush, spraying and fumigating?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Gravel spreading?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Erecting, maintaining or removing guide rails and posts, road markers, or signs?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
e. Paving or repaving, surfacing or resurfacing?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
f. Snow removal?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Installation and maintenance of traffic lights?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Erecting and maintaining light poles?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. New road construction?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
j. Do you document inspections, preventive maintenance, and repairs? ..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, what is the turnaround time for routine repairs? _____		

- k. Are road signs regularly inspected for visibility and missing signs? ..... ☒ Yes ☐ No
- l. Are barricades and warning signs used at road work sites? ..... ☒ Yes ☐ No

Number of Uncontrolled Railroad Crossings: Rural: \_\_\_\_\_ Urban: \_\_\_\_\_

**BRIDGES**Check if N/A ☐

Indicate number of the following classification of bridges:

Classification	Railway	Waterway	Highway	Utility	Pedestrian	Toll Bridges
Total Bridges owned/maintained by Entity			<b>12</b>			
Are Warnings Clearly Posted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Describe all bridges 50ft. or greater in length (classification, length, one-lane, drawbridge, etc.):

How many bridges do you have that are coded by the National Bridge Inventory as 3,2, or 1? unk

How often are your bridges inspected? regulated

Who Conducts the bridge inspections? regulated

Have any bridges not passed inspection (do not meet local, state, or federal standards, are structurally deficient, etc.) or are any bridges condemned? ..... ☐ Yes ☐ No

If yes, list bridges, locations and provide reasons for current conditions: follow bridge reports

Are you involved in any bridge construction? ☐ ..... ☐ Yes ☒ No

If yes, describe: \_\_\_\_\_

## AUTO

- a. Do you have criteria for MVR acceptability? ..... ☒ Yes ☐ No
- b. Do you provide driver training periodically for all drivers? ..... ☒ Yes ☐ No
- c. Are all accidents reviewed internally? ..... ☒ Yes ☐ No
- d. Is corrective action taken? ..... ☒ Yes ☐ No
- e. How many employees/volunteers regularly use their personal auto for business use (# or %) 10%

Please provide additional detail on the nature of the use of personal autos (e.g. errand running, volunteer firefighters, home healthcare visits, volunteer transportation, other Travel to meetings or trainings.

Do you verify that each employee/volunteer has valid automobile insurance in place? ..... ☐ Yes ☒ No

What auto liability limits do you require employees/volunteers to carry? \_\_\_\_\_

How many 15-passenger vans do you have in your auto fleet? 5

- a. Are drivers of 15-passenger vans specifically trained in the operation of these vehicles? ..... ☒ Yes ☐ No
- b. Please describe the usage of 15 passenger vans for your entity (who is transported, and for what purpose):

Transport of inmates and juveniles, along with road construction crew

- c. Please provide additional detail pertaining to the transport of children under 18 utilizing 15 passenger vans:

Transport of juveniles

If law enforcement vehicles are included in the automobile schedule, do you have the following policies and procedure?

- a. Vehicular Pursuit ..... ☒ Yes ☐ No  
Date of last Revision: \_\_\_\_\_
- b. Patrol Driving & Response ..... ☒ Yes ☐ No  
Date of last Revision: \_\_\_\_\_
- c. Transportation of Prisoners ..... ☒ Yes ☐ No  
Date of last Revision: \_\_\_\_\_

## Passenger Transportation Services Check if N/A ☒

Type of transportation service: ☐ ☐ Scheduled bus route ☐ ☐ Demand response / Para transit / Dial-A-Ride  
☐ Daycare / Day camp / Recreation programs ☐ ☐ Social Services ☐ ☐ Van Pool

Are new drivers subject to an orientation program on basic vehicle operation prior to being allowed to operate that vehicle? ..... ☐ Yes ☐ No

Are criminal record checks conducted on all transportation employees? ..... ☐ Yes ☐ No

Are there written procedures and driver training for transporting handicapped passengers? ..... ☐ Yes ☐ No

If yes, do the procedures and training include:

- a. Use of equipment tie-downs? ..... ☐ Yes ☐ No

- b. Passenger restraint? ..... ☐ Yes ☐ No
- c. Loading and unloading of passengers? ..... ☐ Yes ☐ No
- d. Door-to-door service procedures ..... ☐ Yes ☐ No
- Do you operate any vehicles you do not own? *If yes, please provide contractual agreement*..... ☐ Yes ☐ No
- Any contracted drivers? *If yes, please provide contractual agreement.* ..... ☐ Yes ☐ No
- Are volunteers used for any transportation service?..... ☐ Yes ☐ No

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

[http://www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

This application, including any material submitted in conjunction with the application or any renewal, does not amend the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

### FRAUD STATEMENTS – ATTENTION APPLICANTS IN THE FOLLOWING JURISDICTIONS

**ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, NEW MEXICO, AND RHODE ISLAND:** Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**KENTUCKY, NEW JERSEY, NEW YORK (OTHER THAN AUTO INSUREDS), OHIO, AND PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.)

**AUTO INSUREDS IN NEW YORK:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the Department of Motor Vehicles or an insurance company, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.)

**LOUISIANA, MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**PUERTO RICO:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

<b>SIGNATURES</b>
-------------------

Authorized Representative Signature*: <b>X</b>	Authorized Representative Name - Printed:	Date:
Producer Signature*: <b>X</b>	State Producer License No. (required in FL):	Date:
Agency:	Agency Contact:	Agency Phone Number:

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- ☐ Electronic Signature and Acceptance – Authorized Representative
- ☐ Electronic Signature and Acceptance – Producer

<b>ADDITIONAL INFORMATION</b>
-------------------------------

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## LAW ENFORCEMENT LIABILITY ADDITIONAL INFORMATION REQUEST

THE INFORMATION BEING REQUESTED IS FOR A CLAIMS-MADE POLICY. IT IS IMPORTANT THAT YOU READ ALL OF THE PROVISIONS OF YOUR POLICY CAREFULLY.

Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

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### GENERAL INFORMATION

Proposed First Named Insured & Other Named Insured(s):

Today's Date:

**Williamson County**

Proposed Effective Date (mm/dd/yyyy):

Proposed Expiration Date (mm/dd/yyyy):

**10/1/2019**

**9/30/2020**

### UNDERWRITING INFORMATION

1. Please list any accreditations/certifications that your law enforcement department currently holds (CALEA, State Certifications, etc) **TCOLE, CALEA (in progress)**

2. Are you part of any mutual law enforcement assistance agreements between political subdivisions? ... ☒ Yes ☐ No

3. Excluding mutual aid agreements, do you contract your law enforcement services to any other public or private entity? ..... ☒ Yes ☐ No  
If yes, please attach a copy of the contract

4. Complete the following for each task force in which you participate:

Task Force Type	# of Officers Involved	Do you lead this task force?	Is task force a separate entity?	Is task force insured elsewhere?
Drug		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Swat		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gang		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. Does the agency operate a shooting range? ..... ☒ Yes ☐ No

If yes, is it used by: **Williamson County Sheriff's Office**

- a. outside law enforcement agencies? ..... ☒ Yes ☐ No

- b. The general public? ..... ☐ Yes ☒ No

If yes, is an injury waiver required? ..... ☐ Yes ☐ No

### INSURANCE COVERAGE AND LIMITS INFORMATION

6. Coverage Type: ☒ Occurrence ☐ Claims Made

7. Continuous Claims Made Retroactive Date: \_\_\_\_\_

8. Each Wrongful Law Enforcement Liability Limit/Total Limit:

☐ \$1,000,000/\$1,000,000

☒ \$2,000,000/2,000,000

☐ Other \_\_\_\_\_

9. Deductible: ☐ \$10,000 ☒ \$25,000 ☐ Other \_\_\_\_\_



### EMPLOYEE CLASSIFICATION INFORMATION

GROUP 1 EMPLOYEES	NO.	GROUP 2 EMPLOYEES	NO.	GROUP 3 EMPLOYEES	NO.	GROUP 4 EMPLOYEES	NO.
Full-time officers, detectives, investigators and sergeants (including the chief, sheriff and deputies)	<u>228</u>	Part-time/reserve/auxiliary /court officers armed, or with arrest authority	<u>6</u>	Animal Control Personnel	<u>5</u>	Other unarmed law enforcement personnel (includes clerical, cooks, and other unarmed personnel not included elsewhere)	<u>60</u>
				Dispatchers	<u>71</u>		
Police Dogs	—	Full-time jailers	<u>293</u>	Jail Nurse	—	Other unarmed jail Personnel(includes clerical, cooks, and other unarmed jail personnel not included elsewhere)	<u>25</u>
				Jail Medical Personnel – Other	<u>20</u>		
		Part-time jailers	<u>0</u>	School Crossing Guards	—		
				Unarmed part-time/ reserve/auxiliary officers without arrest authority	—		

### DEPARTMENT POLICIES AND PROCEDURES INFORMATION

10. Does the agency have a policy and procedure manual? ..... ☒ Yes ☐ No

11. Are employees required to acknowledge review and receipt of policies and procedures?..... ☒ Yes ☐ No

12. Date of last overall revision of your policy and procedure manual: 1/1/2019

13. How often is the manual reviewed with personnel? Portions on a monthly basis

14. a. Does the applicant have written policies governing the following:

Policy Description	Does this policy exist?	Date of Last Revision
Use of	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Vehicular pursuits	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Domestic violence response	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2019</u>
Patrol driving and response	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Searches <input type="checkbox"/> Blanket <input checked="" type="checkbox"/> For-Cause	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Transportation of prisoners	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Arrests and investigatory stops	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Firearms & Less than lethal weapons	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Service of warrant	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2019</u>
Motor vehicle stops & searches	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Canines	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Sexual harassment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Use of volunteers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Police ride-along program	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Suicide Screening	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>
Secondary employment & <input type="checkbox"/> Off-duty powers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<u>2018</u>

If yes, describe and include any limitation of secondary employment exposures: Enforce /AUS Only

b. Have the policies and procedures been reviewed by legal counsel? ..... ☒ Yes ☐ No

c. Have the updated policies and procedures been distributed and acknowledged by all employees? ☒ Yes ☐ No

## EDUCATION AND TRAINING INFORMATION

15. Complete the following:

<i>Training Requirements</i>	<i>Patrol and Auxiliary Officers</i>	<i>New Officer and Annual In-Service Training</i>	<i>Is the manual distributed to all personnel?</i>
Do all officers meet state certifying agency minimum training standards?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
Firearms Training and Qualification Frequency of Qualification: <u>training/m</u> per year	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Impact Weapon Training and Certification	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Chemical Agent (Oleoresincapsium) Training and Certification	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Taser Training and Certification	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
High Speed Pursuit Driving	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Department Policy and Procedure	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Constitutional Use of Force	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Legislative and Case Law	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Suicide Screening	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

16. Duties of reserve/auxiliary officers: ☐ Traffic control ☐ Civil Disturbance ☐ Crowd Control ☐ Other  
 Are volunteers used in any capacity for law agency operations? ..... ☒ Yes ☐ No  
 If yes, describe the type of training provided: criminal investigation

## JAIL/HOLDING CELL OPERATIONS INFORMATION

17. How many, if any, of the following do you operate? ☐ Check if N/A

<i>Facility</i>	<i># of Cells</i>	<i>Accredited by American Correctional Association?</i>	<i>Square Footage</i>	<i>Design Capacity</i>	<i>Avg. Inmate Population</i>	<i>Max Capacity in Past 12 Mo.</i>	<i>Surveillance Type (CCTV, Eyes on, Audio, Other)</i>
Jail	<b>154</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/>		<b>1164</b>	<b>574</b>		<b>CCTV, eyes</b>
Holding Facility	<b>NA</b>	<input type="checkbox"/> Yes <input type="checkbox"/>					
Juvenile Detention Center	<b>NA</b>	<input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No					
Other	<b>NA</b>	<input type="checkbox"/> Yes <input type="checkbox"/>					

18. Do you have written jail policies governing the following?

<i>Policy Description</i>	<i>Date of Last Revision</i>	<i>New Jailer and at least Annual Training?</i>
Use of Force	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Restraints	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Inmate Classification	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Strip Searches <input type="checkbox"/> Blanket <input checked="" type="checkbox"/> For-Cause	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Medical Treatment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Suicide Prevention	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Emergency Evacuation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Key Control and Security	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Inmate Transportation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Discipline and Grievance Procedures	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

19. How frequently are cell checks conducted for each of the following?

a. General Population: 45 minutes b. Suicide: 15 minutes c. Maximum Security Cells: 30 minutes

20. In the past three (3) years, have there been any suicides or attempted suicides in your jail or similar holding facilities? ..... ☒ Yes ☐ No  
 If yes, No. of suicides: 0 No. of attempts: 7

### JAIL FACILITIES INFORMATION

21. Are juveniles separated from adult criminals? ..... ☒ Yes ☐ No  
 22. Are suspects of violent crimes separated from suspects of misdemeanor crimes? ..... ☒ Yes ☐ No  
 23. Are medical facilities available in the jail? ..... ☒ Yes ☐ No  
 If yes, describe: Pharmacy, Dental, Treatment  
 If no, how do inmates receive treatment? Any who request  
 24. Has the facility ever been subject to a Court Order or consent decree? ..... ☐ Yes ☐ No  
 If yes, what is the status of the order? \_\_\_\_\_  
 25. Is the jail administrator a "Certified Jail Manager" per the American Jail Association (AJA)? ..... ☐ Yes ☒ No

### FRAUD STATEMENTS

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**LOUISIANA and MAINE:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Refer to the Core Application for all Fraud Statements.

### SIGNATURES

Authorized Representative Signature*: <b>X</b>	Authorized Representative Name - Printed	Date:
Producer Signature*: <b>X</b>	State Producer License No (required in FL):	Date:
Agency:	Agency Contact:	Agency Phone Number:

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### ADDITIONAL INFORMATION

This area may be used to provide additional information to any question. Please reference the question number.



## PUBLIC ENTITY MANAGEMENT LIABILITY ADDITIONAL INFORMATION REQUEST

THE INFORMATION BEING REQUESTED IS FOR A CLAIMS-MADE POLICY. IT IS IMPORTANT THAT YOU READ ALL OF THE PROVISIONS OF YOUR POLICY CAREFULLY.

Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

An Additional Information section is provided at the end of this document for any information that exceeds the space provided.

### GENERAL INFORMATION

Proposed First Named Insured & Other Named Insured(s):

Today's Date:

**Williamson County**

Proposed Effective Date (mm/dd/yyyy):

Proposed Expiration Date (mm/dd/yyyy):

**10/1/2019**

### INSURANCE COVERAGE AND LIMITS INFORMATION

1. Each Wrongful Management Liability Limit/Total Limit:

☐ \$1,000,000/\$1,000,000

☒ \$2,000,000/2,000,000

☐ Other \_\_\_\_\_

2. Deductible: ☐ \$10,000 ☒ \$25,000 ☐ Other \_\_\_\_\_

3. Do you currently carry Public Entity Management Liability Insurance? ..... ☒ Yes ☒ No

4. Continuous Claims Made Retroactive Date: \_\_\_\_\_

5. Are newly elected/appointed officials required to attend a formal training program? ..... ☒ Yes ☐ No

*If yes, how often do officials take refresher training?* **Video and State trainings**

Does training include 'open meetings', 'ethics,' and 'hearing regulations'? ..... ☒ Yes ☐ No

*Please describe additional training topics:* \_\_\_\_\_

6. Is there a procedure for handling citizen complaints? ..... ☒ Yes ☐ No

*If yes, does it include documentation of notice and action taken?* ..... ☒ Yes ☐ No

7. Do you have a zoning commission? ..... ☐ Yes ☒ No

8. Does your legal counsel attend all meetings of the planning and zoning board? ..... ☐ Yes ☒ No

9. Do you have a formal written zoning and zoning appeal process? ..... ☐ Yes ☒ No

10. Do you have a written master plan for economic development? ..... ☒ Yes ☐ No

*If yes, when was it last revised?* **annually**

11. Do you have formally approved land use ordinances that have been reviewed by legal counsel? ..... ☒ Yes ☐ No

12. Do you have a formal written procedure for filing a variance (land use, zoning, licensing, permitting)? .... ☒ Yes ☐ No

13. How many variances have been requested in the last 12 months? \_\_\_\_\_ How many have been granted? \_\_\_\_\_

14. Do you have a formal process for application and approval of permits and licenses? ..... ☒ Yes ☐ No

15. Do you have a formal written policy prohibiting officers and/or board members from sitting on decisions in which they may have a conflict of interest? ..... ☒ Yes ☐ No

16. Have you had any disputes or claims involving: zoning, land use, economic development, condemnation, adverse possession or adverse use of property? ..... ☐ Yes ☒ No

17. Have you had any disputes or claims involving the approval of building permits, design, or code enforcement? ..... ☐ Yes ☒ No

18. Amount of outstanding bonds: NA

- a. Has any bond been defeated in last 3 years? ..... ☐ Yes ☐ No

If yes, explain: \_\_\_\_\_

- b. Have you been in default on the principal or interest of any bond, debt or obligation in the last 3 years? ☐ Yes ☐ No

If yes, explain: \_\_\_\_\_

19. In the next 12 months, do you anticipate:

- a. Any changes to policies and procedures regarding governance? ..... ☐ Yes ☒ No  
 b. Any changes in services, operations, or organization structure? ..... ☐ Yes ☒ No  
 c. Any changes in appointed board members or key employees? ..... ☐ Yes ☒ No  
 d. Any acquisition or incorporation of any operation, land, or entity? ..... ☐ Yes ☒ No  
 e. Any sale or discontinuation of any operation, land, or entity? ..... ☐ Yes ☒ No

20. To your knowledge, does any official or employee have any knowledge of any act, error, or omission that might give rise to a claim or suit against him/her/applicant? ..... ☐ Yes ☒ No

If yes, please describe: \_\_\_\_\_

## FRAUD STATEMENTS

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Authorized Representative Signature*: <b>X</b>	Authorized Representative Name - Printed	Date:
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## ADDITIONAL INFORMATION

This area may be used to provide additional information to any question. Please reference the question number.



## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 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.

#### **1.2 Price Proposal**

The Respondent must submit the premiums on the Specification sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

**Note: 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 the County's sole discretion, result in the Respondent's disqualification.**

#### **1.3 Proposal Evaluation and Selection**

##### **1.3.1 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 the County, and further helps the County in receiving the services listed in the RFP.

**Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality**

## Additional Stipulations - Proposal

**of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information.”**

### **1.3.2 Evaluation Committee and Selection Process**

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

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

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

### **1.3.3 Mandatory Criteria**

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

Mandatory Requirements	pass/fail
1.4.1 Respondents must provide specimen policies including the endorsements that will be attached to the policy	
1.4.2 Respondents must indicate whether the quotations are subject to all lines being bound or if some lines of coverage can be purchased individually	
1.4.3 The specifications must be completed in full for all lines that are being quoted and all variances to the specifications must be explained in detail	
1.4.4 Carrier must acknowledge and confirm that all verbal or written correspondence with the County, regarding topics associated with these contracts, will be directed through the HR Risk Coordinator or the Sr Director of Human Resources after the award	
1.4.5 Agents must be licensed to conduct business in the State of Texas and provide a copy of the license	
1.4.6 Agents must provide a certificate evidencing \$1,000,000 Per Occurrence for Errors and Omissions Insurance	
1.4.7 A.M. Best ratings must be provided for all standard insurance company quotes	
1.4.8 The Insurance carrier must complete Respondent's references on the designated form in the RFP package. This form must be filled out by the carrier supplying three Public Entity references	
1.4.9 The insurance carrier must provide three Texas Public Entity Property & Casualty client references with a population size of 500K or greater	



## Additional Stipulations - Proposal

**1.3.4 Graded Evaluation Factors**

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

Williamson County will conduct a comprehensive, fair and impartial of evaluation of all proposals received in response o this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Williamson county may select some of the respondent proposals for finalist presentations. Criteria to be evaluated will include but are not limited to the items listed below:

**Graded Evaluation Factors**

<b>A. Responsiveness to the Request for Proposal (10 Points)</b>
Understanding and acceptance of the general provisions in this RFP
Submission of all information required by this RFP in the format provided
Clarity and conciseness of the proposal response
<b>B. Economic evaluation of the Proposed Fee Schedule (40 Points)</b>
Overall cost of providing the entire scope of services requested in this RFP
<b>C. Capability, quality and expertise to provide the services requested (40 Points)</b>
Experience in servicing highly populated Public Entities
The ability to provide the services and sample materials requested in this RFP
Claim management, services, capabilities and resources
Coverage breadth, terms and conditions
Ability to address and provide solutions to new exposures presented to the County during the policy period
Risk control/loss prevention resources and training offerings
Overall technology capabilities (Claim reporting, loss runs, risk management, loss prevention, training, etc.)
<b>D. References (10 Points)</b>

**1.3.5 Interviews**

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

**1.3.6 Additional Evaluation Information**

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

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

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



## Additional Stipulations - Proposal

## 1.4 Technical Contact

Heather Kirkwood, Williamson County Risk & Safety Coordinator (or successor), 100 Wilco Way, Ste HR101, Georgetown, TX shall serve as the County's Technical Contact 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, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

## 1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twelve (12) months beginning on October 1, 2019 through September 30, 2022

## 1.6 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 the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the 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 the Commissioners Court for the fiscal year in question. Upon the failure of the 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.

## 1.7 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department  
100 Wilco Way, Ste P101  
Georgetown, Texas 78626

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

**Successful Respondent must comply with the following insurance requirements at all times during this Contract:**

- A. Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
  2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
  3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
  4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.
- B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- C. Premiums and Deductible.** Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.
- D. Commencement of Work.** Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.
- E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- F. Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to

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be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s) and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department  
100 Wilco Way, Ste P101  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

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**1.8 Tentative Schedule**

<b><u>Event</u></b>	<b><u>Date</u></b>	<b><u>Time</u></b>
RFP released in BidSync	June 11, 2019	
Deadline for RFP questions	July 09, 2019	5:00PM
RFP final responses due	July 15, 2019	3:00PM
Contract awarded	September 10, 2019	
Contract effective date	January 1, 2019	

## Question and Answers for Bid #1904-308 - Property/Casualty & Worker's Compensation Insurance RFP

### Overall Bid Questions

There are no questions associated with this bid.