25RFP21

Enterprise Resource Planning (ERP) System

Responses Due:
Wednesday, April 9, 2025, at 5:00 PM CT

Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

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PURPOSE

Williamson County, Texas, herein "the County", is issuing this Request for Proposal (RFP) to Respondents capable of meeting the needs for software, consulting and implementation services for a new Enterprise Resource Planning (ERP) software system.

In addition to soliciting written responses, this document provides information to assist Respondents in preparing their submittal and outlines the subsequent evaluation process. In that regard, this RFP:

- Provides information essential to soliciting meaningful Proposals and realistic commitments from the Respondents.
- Specifies the desired format and content of Proposals in response to this RFP;
- Outlines the County's evaluation and selection procedures.
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP.

This solicitation document and the Successful Respondent's submittal will be incorporated into the contract resulting from this solicitation.

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.

Buyer - means the designated Williamson County Purchasing contact.

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"). In the event of a conflict between the terms and conditions contain in this RFP and the Proposal, an Ensuing Agreement may be required.

Commissioners Court - means the Williamson County Commissioners Court.

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

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.

Proposal Documents - means the, 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. Submission of any Proposal indicates a Respondent's acceptance of the terms and conditions contain in this RFP, unless clearly and specifically noted otherwise in the Proposal. In the event of a conflict between the terms and conditions contain in this RFP and the Proposal, an Ensuing Agreement may be required.

Public Announcement – The newspaper advertisement and Bonfire posting of the solicitation.

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.

BACKGROUND

Williamson County is home to more than 617,000 residents according to the US Census Bureau. Located in the Central Texas Hill County just north of the state capitol in Austin, and the University of Texas, Williamson County has emerged as an exceptional place to live.

The Commissioners Court is the overall governing and management body of Williamson County and is responsible for all budgetary decisions in addition to setting the tax rate each year. Among its duties is the administration of all County business, including the building and maintenance of County roads and bridges. Commissioners' Courts are governing bodies of County government in several US states, including Texas. The principal functions of the Commissioners' Court are legislative and executive. Although called courts, Commissioners' Courts generally exercise only limited judicial powers. The Commissioners' Court consists of five members. The County judge presides as Chairman and is elected every four years by voters countywide. Four Commissioners are elected by single-member precincts every four years.

The following table contains statistics related to the County. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in Table 03: Functional Area Statistics.

Table 01: Statistics

No.	Area	Statistic
1	Operating Budget	Approx. $635,129,938
2	Population Served	Approx. 617,000
3	Total FTEs	Approx. 2,000
4	Fiscal Year	October 1 – September 30

PROJECT OBJECTIVES

The overall goal of this project is to procure the newest technology and harness efficiencies to enhance existing business processes performed by the County departments. The County is planning to replace its current Enterprise Resource Planning financial software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the County seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
  - Enhance operational effectiveness by making more timely, accurate, and complete information available to citizens, the County personnel, and Respondents.
  - Enhance reporting capabilities that leverage an improved system with more analytical and reporting capabilities, the County will be able to track, analyze, and report on various metrics and key performance indicators (KPIs) via scheduled and ad hoc reports.
  - Adopt a user-friendly interface that will help minimize the learning curve and maximize user adoption.
  - Enhance features and functionality to support increased automation and operational efficiencies by streamlining and integrating use of systems.
  - Increase productivity by eliminating redundancy and unnecessary tasks.

- Primary Challenges in the Current Environment
  - The County heavily relies on third-party spreadsheets and databases for tracking and reporting. Examples include tracking and managing Respondent contracts, assets and inventory, grants, payroll adjustments, retiree census data, and premium repayments plans.
  - Duplicative data entry points require County staff to enter employees into NeoGov, Oracle, Benefitfocus, ServiceNow, and Kronos. Purchasing processes require County staff to enter data in Origination (SharePoint) which eventually is duplicated in Oracle. Duplicate data entry into these systems has, in some cases, doubled the work for staff and often causes delays in workflows and business processes.
  - Many workflows and communications are managed outside of the current ERP and timekeeping systems. Processes such as onboarding, benefit enrollment, and performance management live on separate platforms such as SharePoint, MS Outlook, and employee’s personal drives. Purchasing and receiving processes are facilitated by third-party systems such as SharePoint and Yooz;
  - The County does not maintain full employee files. The upkeep of employee certifications, trainings, and performance reviews are decentralized across departments.
  - The current system lacks key reporting capabilities, making it challenging to monitor metrics, the County must pull data from multiple sources and manually manipulate the data to develop State-required reports.

In order to address these challenges and others, the County has initiated this project to adequately plan for, select, and implement a replacement or upgraded the ERP software environment. The Scope of Work/Specifications contained herein, outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s).

SCOPE OF WORK/SPECIFICATIONS

FUNCTIONAL AREAS

The following table contains the list of functional areas of the desired future systems environment.

Table 02: Functional Areas

Functional Areas			
No.	**Functional Area**	**No.**	**Functional Area**
1	General Ledger and Financial Reporting	**8**	Capital Asset Accounting
2	Budgeting: Operating, Personnel, Capital	**9**	Human Resources, Personnel Management and Employee Relations
3	Budgeting: Capital	**10**	Benefit Administration
4	Purchasing, Solicitation, and Contract Management	**11**	Recruitment
5	Accounts Payable	**12**	Learning Management
6	Accounts Receivable, General Billing and Miscellaneous Cash Receipts	**13**	Payroll
7	Project Accounting and Grant Management	**14**	Compensation

The List of Functional and Technical Requirements/Capabilities contained in Attachment B – Functional and Technical Requirements/Capabilities contains the detailed functionality the County requires within each functional area in a future systems environment, as well as general and technical system requirements, data conversion and interface scope.

The following table contains functional statistics of the County. These statistics are estimates and are provided for planning purposes only.

Table 03: Functional Area Statistics

<table>
<tr><th>No.</th><th>Functional Area/Metric</th><th>Statistic</th></tr>
<tr><td rowspan="5">1</td><td colspan="2">General Ledger and Financial Reporting</td></tr>
<tr><td>Number of Funds</td><td>111</td></tr>
<tr><td>Number of Accounts</td><td>20,722</td></tr>
<tr><td>Number of Journal Entries Annually</td><td>1,037,123</td></tr>
<tr><td>Chart of Accounts Structure</td><td>The County chart of accounts (COA) structure:
• Entity (2 digits)
• Fund (4 digits)
• Department (4 digits)
• Object (6 digits)</td></tr>
<tr><td rowspan="2">2</td><td colspan="2">Budgeting</td></tr>
<tr><td colspan="2">Budget Narrative: The County currently operates using a zero-based budgeting approach. The County's budget process begins in March with departments submitting personnel requests and position reclassifications to the Budget Office via Questica. Budget requests that require supporting salary information are forward to HR to input. After the last payroll in March, the Budget Office imports salaries for filled positions and position budgets for vacant positions. Operating expense requests must be submitted in Questica by May 1. Budget staff perform a detailed review of past cost history and actuals associated to budget requests before being finalized around mid-July. Departments are given a week to review and provide feedback before the budget is submitted to the Commissioner's Court for consideration. Staff forecast revenues in mid-August, primarily in MS Excel. This data is then imported into Questica. Actual revenue figures are uploaded and verified before budget adoption. The recommended budget is presented to the Commissioner's Court in the first week of August. Department heads may also petition the Commissioner's Court for additions to the budget. Once the budget is accepted, it is formally adopted through a vote by the end of August.

Once adopted, departmental requests, recommended budget scenarios, and adopted budget scenarios are configured in Questica. The budget is extracted on a line-item basis to MS Excel. The data is then entered into a test environment in Oracle. Once verified, IT and finance then import the budget into Oracle where it is incorporated into the General Ledger. A final budget report is generated, stamped by the County Clerk's office, and archived.

The budget book is created in MS Word. Budget staff work with County departments for data and content and the auditor's office provides the associated financial schedules. Once finalized, the budget book is converted to PDF, posted on the County website, and submitted to GFOA for the annual Distinguished Budget Presentation Award Program.

Throughout the FY line-item transfers (i.e., budget adjustments) requested by departments require Commissioner's Court approval if these transfers are under $1,000. For transfers less than $1,000, County departments email requests to the auditor's office for review, approval, and processing.

For position control, budgets are currently managed manually in Oracle. The County is required by state law to budget at the position level, with any new positions going through a Position Action Sheet or Payroll Action</td></tr>
</table>

No.	Functional Area/Metric	Statistic
	Sheet in Oracle for mid-year hires and promotions. Each position's record must be manually updated, and changes are reflected in a Manager's Portal, which is reconciled weekly. The County develops a capital budget to fund projects, such as the construction of roads, bridges, buildings, parks, and IT infrastructure. Projects typically have an expected lifespan of at least 7 to 10 years. There are three sources of revenue for these projects: general fund budget, road and bridge fund budget, and debt service fund budget. The Budget Office coordinates with the County Auditor to determine the funding amount for the annual capital budget ("pay-as-you-go" program). The County Auditor certifies the amount of funding available which is presented to the Commissioners Court through the budget process. The amount adopted is typically 1/5 of the available funds (per financial policy), though Commissioners can determine to be more aggressive in some years. The approved budget officially accepts the amount the County Auditor recommends the County can draw from cash reserves. The capital budget process begins in October when the new budget year is opened. County departments submit budget requests, supporting documents, and photos in Questica for Budget Office for consideration. The deadline for capital budget requests is April 1. Submitted information is reviewed by Technology Services, Facilities Management, and County Audit staff for accuracy and feasibility. The Assistant Budget Officer then meets with Facilities Management and Technology Services to confirm pricing for each initiative. If a project is approved, the project is placed on the Commissioners Court agenda where the initiative is voted on. Capital and infrastructure projects receive final approval by the board in November. Once approved, the budget is set up in Oracle as individual projects for management. The Assistant Budget Officer is responsible for compiling a MS Excel spreadsheet of approved projects, which includes the project details and dollar amounts. This information is passed on to the County Auditor and each project is assigned a unique "P Number" for tracking purposes. Staff reported the financial management of these projects is done using a budget workbook developed in MS Excel, which contains fields such as the P Number, project name, priority number, and funding amount. The County Auditor determines the amount allocated for the capital budget's "pay-as-you-go" program. A fund sheet and fund balance are provided to the Commissioners Court, and the Court makes a motion to accept the program and finalize necessary budgets.	
	Operating Budget	Approx. $635,129,938
	Capital Budget	Approx. $250,000,000
3	**Purchasing, Bids, and Contract Management**	
	Number of Purchase Orders per Year	2,900
	Number of Blanket Purchase Orders per Year	50
	Number of bids, RFPs, RFIs, RFQs issued annually	110
	Number of purchase cards in use	350
4	**Accounts Payable**	
	Number of Active Respondent File	50,000

No.	Functional Area/Metric	Statistic
	Number of Invoices Submitted for Payment per Year	FY22 - Invoices: 30,189 / P-Cards: 13,466 FY23 - Invoices: 39,165 / P-Cards: 14,507 FY24 - Invoices: 40,713 / P-Cards: 15,819
	Number of 1099's issued per Year	2022 - 650; 2023 - 700; 2024 - 800
	Number of Payments per Year	FY22 - Checks: 7,781 / Electronic: 6,138 FY23 - Checks: 7,961 / Electronic: 7,097 FY24 - Checks: 8,102 / Electronic: 7,640
	Type of Check Stock	Safechecks -Laser Check Legal 14
5	**Accounts Receivable and Cash Receipts**	
	General Accounts Receivable transactions per Year	8,441
	Number of Cash Collection Points (including all tender types)	One collection point; Cash, Checks, Money Orders, All Major Credit Cards, ACH, and Wires
6	**Project Accounting and Grant Management**	
	Number of Active Grants	40
	Number of Active Projects	219
7	**Fixed Assets/Capital Assets/Inventory**	
	Number of Fixed Assets	11,213
	Fixed Assets Classification	The County capitalizes all assets with a value over $5,000. Assets under $5,000 are considered inventory.
8	**Human Resources and Personnel Management, Benefit Administration, Applicant Tracking**	
	Total Full-time Equivalents (FTE)	Approx: 2,000
	Total Seasonal or Temporary Employees	Approx: 30
	Number of Full-Time Employees (exempt)	Approx: 500
	Number of Full-Time Employees (non-exempt)	Approx: 1,400
	Number of Recruitments per Year	FY22: 316 FY23: 363 FY24: 380
	Number of Applicants per Year	FY22: 8,957

No.	Functional Area/Metric	Statistic
		FY23: 9,720 FY23: 13,605
	Number of Retirements Processed per Year	FY22: 44 FY23: 41 FY24: 33
	Number of Personnel Transactions	Pay assignment actions: 11,772,226 per year *plus* Other personnel actions: 56,822 per year
	Bargaining Units/Unions	0: The Sheriff's and Correction's office have civil service employees
	Benefit Plans	• Medical insurance • Dental insurance • Vision insurance • Basic Life and Accidental Death & Dismemberment • Voluntary Life and Accidental Death & Dismemberment • Voluntary Short-Term Disability • Voluntary Long-Term Disability • Health Savings Account • Flexible Spending Accounts • TCDRS Retirement Plan • 457B Deferred Compensation Plan • Employee Assistance Plan • Additional Voluntary Benefits • Financial Wellbeing Benefits
	Number of Workers Compensation Claims per Year	FY24: 273
	Open Enrollment Period	August/September
9	**Time and Attendance**	
	Departments using time clocks (current list)	40
	Number of employees to use time clocks (future)	1,500 Hourly (non-exempt) EE / 500 Salaried (exempt)
	Departments to use scheduling functionality (future)	2

No.	Functional Area/Metric	Statistic
	Number of employees to use advanced scheduling (e.g., shift swaps, bidding, minimum coverages)	250
10	**Payroll**	
	Number of Legal Entities	3: Health District, Community Services and Correction Department (CSCD) and Williamson County
	Number of W2's per Year	Approx: 100 – 150 for the Health District and CSCD, and 2,000 – 2,500 for Williamson County
	Pay Frequency	Biweekly
	Number of Employees Paid per Cycle (average)	Approx: 2,000

Useful Links

- 2023 Annual Comprehensive Financial Report: https://wilco.mygovcenter.com/uploads/cms/WilliamsonCountyTX2023ACFR-1711590460941-1711590463814.pdf
- 2024 – 2025 Adopted Budget: https://www.wilcotx.gov/DocumentCenter/View/13408/Fiscal-Year-2024-to-2025-Adopted-Budget-PDF
- County Job Opportunities: https://www.governmentjobs.com/careers/williamsonco
- Employees Benefits: https://www.wilcotx.gov/DocumentCenter/View/12249/2025-Williamson-County-Employee-Benefits-Guide?bidId=

ALTERNATE PROPOSALS, PARTNERSHIPS AND RESPONDENTS OF SUBSETS OF FUNCTIONALITY

Alternate Proposals:

- The County will not be accepting alternate Proposals for evaluation.
- Respondents may submit multiple Proposals for evaluation. For example, if a Respondent offers one or more "branded" products that may meet the needs of the County they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the County to accurately evaluate each Proposal independent of the other.

Partnerships:

Respondents are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Respondents engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Respondent.
- Each Respondent engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Respondent shall provide references, and each Respondent shall respond to the Company Background and History questions.

Respondents of Subsets of Functionality:

As part of this process the County will be allowing Respondents to submit point solutions (best of breed) and encourages Respondents to participate in this process in order to consider and evaluate a range of marketplace offerings.

- The County recognizes that the scope of functionality in this RFP may be met through a combination of systems that specialize on a modular or functional area basis. The County is willing to consider best-of-breed solutions ("point" solutions), subject to certain conditions as outlined in this section.
- The County has a preference on software solutions that provide for the highest level of fit and facilitate the exchange of information between any disparate systems.
- Respondents are encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. Respondents may propose solutions that address a subset of functionality, provided the software is able to address, at a minimum, one of the following areas:

i. Financial Management System (Tabs 2 - 9 of Attachment B) – Respondents must also respond to Tabs 1 and 16 – 17.

ii. Human Capital Management system (Tabs 10 - 15 of Attachment B) – Respondents must also respond to Tabs 1 and 16 – 17.

This does not preclude Respondents from partnering or addressing more than one of the above areas but is rather intended to identify the minimum scope that must be presented in each proposal.

The County will consider Respondents of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP and reserves the right to enter into negotiations for one or more Respondents in order to achieve a "best–of-breed" solution.

The County reserves the right to make one or more awards to competing Respondents for subsets of functionality as a result of this RFP. In the event the County should make awards to one or more competing Respondents, it shall be expected that additional discussion will take place between the County and the Respondents to define requirements and an approach to building an integration or interface between the selected systems. In such instance, the County expects that the Respondents will work together as necessary to develop the necessary integration once one has been identified.

COUNTY PROJECT STAFFING

The County intends to have functional and technical resources available during Project implementation, though it is noted that the County does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the County. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a factor for the County in terms of both the implementation process as well as supporting the software once in an operations mode. Respondents are encouraged to submit questions to the County during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the County during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Respondent(s).

Respondents shall clearly indicate in the proposal responses the estimated level of the County resource involvement in the implementation process, in order to allow the County to perform adequate planning. The County will utilize the response to Respondents' Resource Hour Estimates in Tab 3 of Attachment A – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the County develops, and requests that Respondents clearly articulate estimated staffing considerations in their responses.

DEPLOYMENT MODEL

The County is open to considering various deployment models and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The County wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The County recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Respondent's approach to managing upgrades, and technical staffing needs. **The County has a strong preference toward a Software as a Service (SaaS) deployment model**, but also recognizes that the scope of this opportunity may result in the award to two or more Respondents to address all functionality and the County wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by the County. As such, the County is open to considering deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. The County will consider, in no particular order, the following deployment models:

a. On Premise (locally hosted at the County on a virtualized server, perpetual licenses)

b. Respondent hosted (hosted and managed by the Respondent, perpetual licenses)

c. Software as a Service (SaaS or subscription-based models)

Cost sheets have been provided under Attachment C1 – Cost Worksheets for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Respondent's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Respondent shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C1) the deployment model for each proposed software product.

The County does not have a preference as to a specific hosting location but does have a requirement toward the hosting being within the contiguous United States. Respondents are requested to specify the hosting location in proposal responses, specifically as part of Tab 8 to proposal responses (please see Attachment A for further instruction).

NUMBER OF USERS

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system.**

- **Departmental (Core/Power) Users:** This category of users includes those the County staff that will interact with the system modules on a regular basis and conduct core business processes within the system as power users. Such generic examples include, but are not limited to: Payroll Clerk, Financial Analyst, System Support Specialist, etc.

- **Customer Department Users:** This category of users includes those County staff that will interact with the system modules as internal customers by either initiating transactions (e.g., entering a payment or entering a requisition), reviewing/approving transactions (e.g., reviewing leave requests, reviewing requisitions entered by a subordinate), or consuming information (e.g., reviewing departmental budget).

Table 04: Number of Users

Functional Area	Departmental (Core/Power) Users	Customer Department Users	Read Only Users
Financial Management • General Ledger and Financial Reporting • Budgeting: Operation and Personnel • Budgeting: Capital • Accounts Payable • Accounts Receivable, General Billing and Miscellaneous Cash Receipts • Project Accounting and Grant Management • Capital Assets	Approx: 50	Approx: 227 Budget	Approx: 200
Financial Management • Purchasing, Solicitation, and Contract Management		Approx: 130 Originators Approx: 200 Purchasing	
Human Capital Management • HR and Personnel Management • Learning Management • Recruitment • Benefit Administration	Approx: 25 for HR, Benefits	2000+ HRMS 2200 Self Service HR for Managers and Employees	N/A
Human Capital Management • Recruitment	Approx: 258 for Hiring Managers	N/A	
Human Capital Management • Payroll • Compensation	Approx: 25 Payroll Approx: 250 for HR salaries and related info	Approx: 2,000 Payroll	

It is anticipated that some users will use multiple modules, causing overlap in each functional area. The counts are broken down by functional area to allow Respondents to formulate responses based on each. The County estimates that:

a. The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view content) using a named-seat basis may be around 75

b. The total number of regular daily concurrent users to be around 2,000 (unnamed license seats – in other words, how many people are expected to be accessing the system/module at the same time. This is in contrast to named users who have dedicated licenses tied to a unique login/user ID). The County's capacity is higher because some of the AP/GL/payroll Users log into the system twice concurrently – so that they may have 2 modules open at the same time. In the TEST instance of our current ERP, the County allows 25 – 200 concurrent users depending on the module that is being used.

Functional Area		Departmental (Core/Power) Users	Customer Department Users	Read Only Users
	c. The County anticipates that all employees (up to 2,200 during peak seasons) would have access to self-service portal functionality			

POTENTIAL PHASING AND TARGET LIVE DATES

The County requests that offerors provide potential phase start and target go-live dates in proposal responses per Attachment A – Proposal Response Forms, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The County anticipates that implementation activities would begin in September 2025. The County would like to target October 2026 as a potential go-live date for financial modules, January 2027 as a go-live date for human resources and payroll modules. The County follows an October 1 – September 30 fiscal year, and open enrollment occurs August/September.

CURRENT APPLICATIONS ENVIRONMENT

The County uses Oracle E-Business Suite v.12.2.10 as the enterprise financial and human capital management (HCM) system. Originally implemented in 1998 for accounting purposes, Oracle has been upgraded and expanded across many functional areas at the County.

Table 05: Current ERP Functions

Current ERP Functions			
1	Finance	**8**	Fixed Assets
2	Purchasing	**9**	HR and Personnel Management
3	Accounts Payable	**10**	Payroll
4	Accounts Receivable	**11**	Compensation

The Oracle application is not customized, that is, IT staff do not make schema change to the Oracle database. Instead, the County relies on personalization updates to make changes to the application user interface (UI). In addition to Oracle, the County relies on several other enterprise applications to supplement necessary financial and HCM related functionality not configured in Oracle.

- Benefitfocus: Benefits administration
- Laserfice: Document management
- Questica: Budgeting
- UKG Pro WFM and Telestaff: Timekeeping and scheduling

The County also relies on various digital workflow applications to supplement the workflow and approval functionality lacking in Oracle. These systems are outlined below.

- Laserfiche
- ServiceNow

- SharePoint
- Yooz

OTHER MAJOR APPLICATIONS

The County also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in Table 06. **Identification of any potential future system interfaces is provided in Attachment B to this RFP**.

Table 06: Additional Software Applications

Additional Software Applications		
No.	**Application**	**Use/Summary**
1	Active Directory	Security Management
2	ActiveNet	Payment Processor
3	Adobe	Electronic Document Editor
4	AgendaQuick	Electronic Agenda Creation Tool
5	Benefitfocus	Benefit Administrator
6	BizLibrary	Learning Management System
7	Bonfire	Bid Solicitation Platform
8	Camtasia	Video Editing Software
9	Excel	Spreadsheet Editor
10	KnowBe4	IT LMS
11	UKG Pro WFM	Timekeeping System
12	Kronos Workforce Central	Timekeeping System
13	Laserfiche	Document Management System
14	NeoGov	Recruiting Software
15	Odyssey	Courts System
16	OneDrive	Cloud-Based Application Management Platform
17	Oracle	Legacy ERP System
18	Origination	Procurement Processor
19	Performance Center	Reporting and Data Management System
20	Personify (Previously Virgin Pulse)	Wellness Application
21	PowerDMS	Workflow Management Platform
22	Powtoon	Digital Video Creation Platform

Additional Software Applications		
No.	**Application**	**Use/Summary**
23	Pre-Employ	Background Investigator
24	Questica	Budgeting Platform
25	ServiceNow	IT Digital Workflow Manager
26	SharePoint	Document Repository and Workflow Management
27	TCDRS	Retirement System
28	Telestaff	EMS and 911 Scheduling Tool
29	Texas SDU ACH Generator	ACH Generation Tool
30	Tyler Payments	Payment Processor
31	United Healthcare	County Health Care Claims Processor
32	Wells Fargo	Banking Institution and ACH Payment Processor
33	Yooz	Payables Processor

PROJECT MANAGEMENT DOCUMENTATION

The following information establishes the expectation of the minimum level of project management documentation to be provided by Respondents as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Respondent(s) shall develop and provide the County with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
    - Objectives
    - Deliverables and Milestones
    - Project Schedule
    - Resource Management Processes
    - Scope Management Processes
    - Schedule Management Processes
    - Risk Management Processes
    - Quality Management Approach
    - Communication Management Approach
    - Organizational Change Management Approach
    - Status Reporting
- Data Conversion Plan
- Training Plan

- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in Attachment A – Proposal Response Forms, Tab 3, attached to this RFP.

BUDGET

The County is committed to funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process). The County does not have an established budget in place for this project but intends to use the proposals received through this process to inform the budget development process. The County has performed initial, high-level estimations, for the acquisition of either a hosted or cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the cost and payment differences between deployment models, a final budget will be programmed based on the results of this RFP and final contract negotiations.

The County is sensitive to the total costs and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

PERSONNEL

All of Respondent's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the County shall notify Respondent and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Respondent shall remove from the project and replace the Respondent's personnel that the County deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

Software Upgrades

The County shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Respondent. Such upgrades shall be provided at no cost to the County so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

PERFORMANCE REVIEW

The Respondent may be required to meet with the County's Project Manager not less than once per quarter to conduct a performance review of the Respondent. These meetings will be either in person at the County offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

SILENCE OF SPECIFICATIONS

The apparent silence of these 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.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this solicitation, 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 responses of an error or ambiguity in the solicitation 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 solicitation, no later than seventy-two (72) hours prior to the date and time fixed for submission of responses, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

CONTRACT TERM AND RENEWALS

If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to renew the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County.

However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any renewal will be in twelve (12) month increments with the terms and conditions remaining the same. The renewal 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 Successful Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Successful Respondent agree that termination shall be the Successful Respondent's sole remedy under this circumstance.

EVALUATION CRITERIA AND AWARD PROCESS

EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than what is disclosed in the solicitation process) that might affect the County's judgment as to the appropriateness of an award to the lowest and best evaluated solicitation. This information may be appended to the solicitation evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's response, 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 reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the County. In addition, the County reserves the right to make one or more awards to competing Respondents for subsets of functionality as a result of this RFP. The County reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The County reserves the right to create a Project of lesser or greater expense than described in this RFP or the Respondent's reply, based on the component prices or scope submitted. The County reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the County.

EX PARTE COMMUNICATION

Please note that to ensure the proper and fair evaluation of a response to a solicitation, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. The County prohibits ex parte communication (e.g., unsolicited communication) initiated by the Respondent to any Elected Official/Department Head, County Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from Respondents will be permissible by the means established by the County's Purchasing Agent until the day and time specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the County for a period not to exceed three (3) years.

The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

CLARIFICATION

Respondents shall submit questions or requests for clarification through the solicitation portal: https://wilco.bonfirehub.com/. All responses to said question or requests shall be posted in the portal.

RESPONSIBILITY AND RESPONSIVENESS

The County intends to award a Contract to the Respondent whose response will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

1. Price.
2. The Respondent's experience and reputation.
3. Quality of the Respondent's goods and/or services.
4. The Respondent's safety record.
5. The Respondent's proposed personnel.
6. The Respondent's financial capabilities; and

7. Any other relevant factors specifically listed in this solicitation or authorized by law.

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

Additionally, the County has the sole discretion and reserves the right to cancel this RFP, to reject any and all proposals, and/or to readvertise with either identical or revised specification if it is deemed to be in the County's best interest. The County reserves the right to accept or reject any or all of the items in the Proposal, and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

The County reserves the right to enter into a Contract, Ensuing Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the County.

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 to be the 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 based on 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 Evaluation Criteria outlined herein. 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. Respondent Interviews shall be conducted in person and not remotely.

The County also reserves the right to communicate with select Respondents at any time to gather additional information.

A. Respondent shortlist: the County evaluation committee will initially review and evaluate each proposal received to determine the Respondent's ability to meet the requirements of the County. The evaluation criteria described herein will be the basis for evaluation. The evaluation committee will determine the Respondents best suited to meet the needs of the county based on the scoring of the evaluation criteria. These Respondents will form the Respondent shortlist.

B. Respondent demonstrations: the County, at its sole discretion, reserves the right to have system demonstrations with those Respondents on the Respondent shortlist, or any other Respondent. Demonstrations may be conducted at the County offices. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A pre-demonstration Respondent web conference will take place for those Respondents that have been shortlisted, and Respondents will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Respondents that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Respondent. The proposed version of the software must be shown and must not include any software that is under development or in beta testing. Evaluation committee members will view the demonstrations, and additional the county staff may also be in attendance to observe and provide informal feedback.

C. Reference checks: the county may employ a process of contacting references provided through Respondents' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The County reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.

D. Best and final offer and request for clarification: a best-and-final-offer process may be initiated if it is determined to be in the best interest of the County. Such process may be initiated following the identification of the Respondent shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the County's best interest.

COSTS INCURRED

Costs incurred in the submission of a Proposal, making necessary studies or designs for the preparation thereof, or attending an interview are the sole responsibility of the Respondent. Furthermore, no reimbursable cost may be incurred in the anticipation of award.

CLARIFICATION AND DISCUSSION OF PROPOSALS

Under the direct supervision of the County Purchasing Agent, the County may request clarifications and conduct discussions with any Respondent that submits a Proposal, including requesting additional information. The County reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the County Evaluation Committee, which will best serve the County business and operational requirements, considering the evaluation criteria set forth below. Respondents shall be available for a system demonstration to the County staff on dates specified the RFP or as otherwise requested by the County if selected for system demonstrations. Failure of a Respondent to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The County reserves the right to waive irregularities in the Proposal content or to request supplemental information from Respondents.

EVALUATION CRITERIA

As described in the preceding Evaluation process sub-section, the County intends to follow a cumulative approach to scoring based on key evaluation activities (e.g., scoring is conducted in a progressive manner, following various steps in the process). The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Respondent proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the County:

Short-List Identification: The County intends to utilize the criteria presented in Table 07 following the Evaluation Team's review of Proposals. **Cost Point Allocation:** The County will evaluate cost proposals based upon this criteria. The County reserves the right to review cost proposals at any stage in the process to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Table 07: Short-List Identification Criteria

Criteria	Description	Points
Functionality	This criterion considers but is not limited to the following: • The Respondent's written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution meets the County's needs. • The ability for the proposed software to integrate with the County systems environment.	30
Technical	This criterion considers but is not limited to the following: • Alignment of the proposed software to the County's preferred technical specifications. • The Respondent's written response to each Potential Interface. • The level of integration among proposed functional areas.	10
Approach	This criterion considers but is not limited to the following: • The described approach to implement an enterprise system to achieve the County's goals and objectives. • The alignment of the proposed implementation timeline to the County's desired timeline. • The distribution of implementation tasks among the County and Respondent teams. • The proposed resources hours among the County and Respondent teams. • The Respondent's approach to key implementation tasks including but not limited to data conversion, testing, and training. • The Respondent's planned ongoing support and maintenance services.	20

Criteria	Description	Points
Respondent Experience	This criterion considers but is not limited to the following: • The Respondent's experience delivering the services requested in the RFP. • The Respondent's experience with similar implementations for comparable organizations. • The Respondent's experience deploying comparable interfaces to the County's related applications.	15
Proposed Staff Experience	This criterion considers but is not limited to the following: • The experience of named staff delivering services requested in the RFP. • The experience of named staff with similar implementations for comparable organizations. • The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization.	5
Cost	This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Respondents will be evaluated on their pricing scheme, as well as on their price in comparison to the other Respondents. In evaluating cost, the County may evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. the County reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Respondent's resource estimates as a basis for their calculations. Respondents of point solutions may be compared against other proposals for the respective functional area group.	20

Finalists Identification: The County intends to utilize the criteria presented in Table 08 following the demonstrations by Short-List Respondents.

Table 08: Finalist Identification Criteria

Criteria	Description	Points
Functionality Demonstrated	This criterion considers information learned through Respondent demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	30
Technical Capabilities	This criterion considers information learned through the Technical Discussion as part of Respondent demonstrations as well as other sessions.	15
Approach Discussion	This criterion considers information learned through the Implementation Approach Discussion as part of Respondent demonstrations as well as other sessions and the quality of engagement demonstrated by the Respondent's proposed implementation team.	20
Experience Discussion	This criterion considers information learned through the Company Overview Discussion as part of Respondent demonstrations as well as other sessions.	5
Reference Feedback	This criterion considers the feedback received from references related to the Respondent's performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing Respondent performance with support and maintenance.	20
Comparable References	This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g., County/City/Town), comparable scope, similar software version, and deployment model.	10

ADDITIONAL EVALUATION INFORMATION

The evaluation process may reveal additional information for consideration. The County reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations.

CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Proposals from a Respondent whose principal place of business is in Williamson County and whose Proposal is within three (3) percent of the lowest bid price received by the County from a Respondent who is not a resident of Williamson County, the County may enter into a contract with: The lowest bidder; or the Respondent whose principal place of business is in Williamson

County if the Commissioners Court determines, in writing, that the local Respondent offers the County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

ANNOUNCEMENT

Award announcement will be made upon Commissioners Court approval of staff recommendation and executed agreement (if applicable). Award announcement will appear on the County's website at [Williamson County (bonfirehub.com)](bonfirehub.com)

REJECTION OR ACCEPTANCE

The County reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the County.

Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically and clearly references them on the front of the solicitation response document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

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).

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.

RFP SCHEDULE OF EVENTS, DUE DATE, SUBMISSION AND DELIVERY

The following RFP Schedule of Events represents the best estimate of the schedule the County will follow, which is subject to change at the County's discretion. Respondents are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Table 09: RFP Schedule of Events

Event	Estimated Date
RFP Published	February 12, 2025
Pre-Proposal Respondent Teleconference	Wednesday, March 5, 2025, at 11:00 am CST
Deadline for Questions from Respondents	March 14, 2025
Deadline for Answers to Questions	March 21, 2025
Deadline for Proposal Submissions	April 9, 2025, at 2:00 pm CST
Shortlist Respondents Notified	Week of May 5, 2025
Respondent Demonstrations	Weeks of June 2 and June 9, 2025

NON-MANDATORY PRE-PROPOSAL RESPONDENT TELECONFERENCE

A non-mandatory Pre-Proposal Respondent Teleconference will be held on Wednesday, March 5, 2025, at 11:00 am Central Time.

Respondents that are interested in participating in the Pre-Proposal Respondent Teleconference shall use this link to join: **Join the meeting now**

Commented [KOJ1]: County Team: Please provide Teams link

Commented [BF2R1]: done

The format of the Pre-Proposal Respondent Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Respondents will be able to ask questions related to the RFP or the overall process. The County will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Respondent Teleconference, the County will post online the material questions asked and their respective answers in an addendum.

SUBMITTAL DUE DATE

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

The due date for responses to this solicitation is:

Wednesday, April 9, 2025, at 2:00 PM CST

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.

SUBMISSION AND DELIVERY OF RESPONSES

It is preferred that responses be submitted electronically through the Bonfire system; however, Respondents may submit a hard copy. Please be aware that submitting responses electronically is a convenience to the Respondent. Williamson County takes no responsibility for any third-party system interruption such as US Mail, FedEx or UPS, potentially causing late delivery of Respondent's submittal. Additionally, Respondents are encouraged to submit well in advance of the deadline to protect against any system disruptions.

Refer to https://wilco.bonfirehub.com/ for further information on how to submit electronically.

Table 10: Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments A and B any Exhibits/Attachments)	"(*Respondent Name*)" Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Requirements	"(*Respondent Name*) Proposal Response to Attachment B"	To be submitted in Microsoft Excel format, in addition to above PDF format
Price Proposal (Inclusive of Attachments C1 and C2, Respondent's Standard Travel and Expense Policy, and any Appendices)	"(*Respondent Name*)" Price Proposal	All files combined into one (1) searchable Adobe PDF
Attachment C1 – Cost Worksheets	"(*Respondent Name*) Proposal Response to Attachment C1"	To be submitted in Microsoft Excel format, in addition to above PDF format

If mailed or delivered in person, responses and addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in this solicitation, to:

Williamson County Purchasing Department
Attn: RFP for Software and Implementation Services for an Enterprise Resource Planning (ERP) Software Systems Environment and 25RFP21
100 Wilco Way, Suite P101
Georgetown, Texas 78626

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" along with the solicitation name and number clearly marked. Williamson County will not accept any Proposals after the submittal deadline and shall return such Proposals unopened to the Respondent. Responses received after this time and date shall not be considered.

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.

WITHDRAWAL OF SOLICITATION

The Respondent may withdraw its response by submitting a written request with the company letterhead and the signature of an authorized individual, signature of respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

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

RESPONSIBILITY

It is expected that Respondent shall provide demonstrated ability to perform the scope of work as described. A Respondent shall meet the following requirements that include but are not limited to:

1. Adequate financial resources, or the ability to obtain such resources as required.
2. Compliance with the required or proposed delivery schedule.
3. Satisfactory record of performance that can be determined thru references provided; and
4. Qualifications and eligibility to receive an award.

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

VALIDITY

Proposal shall be valid for one hundred and eighty (180) calendar days from the deadline for submittal of Proposals to the County. Any Proposal containing a term of less than one hundred and eighty (180) calendar days for acceptance, may at the County's sole discretion, be rejected as non-responsive or extended by mutual agreement.

INCLEMENT WEATHER

Williamson County Commissioners Court has the discretion to extend a solicitation deadline to best serve the interest of the county. Approval of this policy by the Commissioners Court delegates the authority to issue a solicitation deadline extension to the Purchasing Agent and the Purchasing Agent's assistants. Solicitation deadline extensions are issued to enhance competition and provide a fair and favorable environment for suppliers to submit a response. With this goal in mind, if a situation warrants a deadline extension, it shall be granted. The acceptable reasons for a deadline extension are outlined herein. Documentation shall be kept on file noting the reason for the extension. Documentation must contain the approval of the Purchasing Agent or Deputy Purchasing Agent. All supplier responses, including those received prior to an extension being made, shall all be opened at the same time.

DUE DATE EXTENSION NOTICE REQUIREMENT

A notice of a proposed purchase deadline extension must be published at least once a week for two consecutive weeks in a newspaper of general circulation in the county, with the first day of publication occurring at least 14 days before the date of the bid opening. Extension information will also be published on the Bonfire platform.

REASONS FOR EXTENSION

Williamson County may consider an extension which can include but is not limited to the following reasons:

1. Change or clarifications in specifications such as substantive change in specification provide by Williamson County End User.
2. Administrative, such as change in process, staffing or other administrative issue necessities an extension.
3. Emergency/natural disaster, may prevent regional suppliers from submitting a response and prevent county staff from being able to participate in the solicitation administration.

INSTRUCTIONS AND RESPONSE REQUIREMENTS

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.

Vague and general Proposals may 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.

ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Respondents are instructed to insert the completed Tab forms (Attachment A – Proposal Response Forms) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The County expects that Respondents will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Proposal responses.

Table 11: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction
Tab 2	Software Solution

Proposal Tab No.	Technical Proposal Section
Tab 3	Project Approach and Implementation Methodology
Tab 4	Key Proposed Personnel and Team Organization
Tab 5	Project Schedule
Tab 6	System and Application Architecture
Tab 7	Data Conversion Plan
Tab 8	Security and Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Requirements Response

Content for Tabs 1 – 14

1. **Tabs 1 – 13**

   i. Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Respondent as it relates to the documents to be submitted as their RFP response and Services required for the Project. Respondents are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (Attachment A – Proposal Response Forms) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in Attachment A – Proposal Response Forms, Respondents are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Respondents are directed to Attachment A – Proposal Response Forms, which includes forms, tables, and questions that are be completed by the Respondent and inserted into each applicable tab of the RFP response (Tab 1 – 13).

2. **Attachment B: Tab 14**

   i. Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Respondent's response as detailed in Attachment B – Functional and Technical

Requirements/Capabilities, which is an Excel document to be filled out by the Respondent. Respondents are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Tabs 1 – 13.

3. **Proposal Supplements**

   i. Any Respondent-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal.

Price Proposal

The Respondent's Price Proposal shall consist of two sections, as further described below:

1. The completed Cost Worksheets as contained in Attachment C1 – Cost Worksheets. Respondents shall not modify the worksheets in any way.
2. A narrative description of the proposed costs in response to Attachment C2 – Cost Narrative, including:
   - The Respondent's pricing as provided in Respondent's standard quoting/pricing format.
   - The Respondent's standard travel and expense policy.

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.

Additional information may be obtained from the County's website at the following link:

Conflict of Interest | Williamson County, TX

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 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 questionnaire with their proposal package. Package may be deemed incomplete without this form.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Texas law requires all parties who enter into any contract with the County, which must be approved by Commissioners Court, to disclose all interested parties. An **interested party** is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. **See the above FAQ for more information about interested parties.**

Before an applicable contract may be executed, the Respondent must first create and file the Form 1295 with the Texas Ethics Commission through the Commission's website. **See the above TEC Filing Instructions for more information.** The Respondent must then supply to the County a signed copy of the Form 1295 *at the time the Respondent signs and/or submits a signed contract* to the County. **See the above County Submittal Instructions for more information.**

A new filing must be completed for each awarded contract (new, amended, extended, or renewed) requiring Commissioners Court approval, including formal solicitations, solicitation exemptions, co-op purchases, and Purchase Orders that must be approved by Commissioners Court.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

1295 Filing Info

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.

More information can be obtained at the following link:

Code of Ethics | Williamson County, TX (wilcotx.gov)

LEGAL LIABILITY INFORMATION

The 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 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.

TERMS AND CONDITIONS

ACKNOWLEDGEMENT

By submitting a response to this solicitation, the Respondent acknowledges the specifications and requirements herein. The terms and conditions of the solicitation document shall govern unless specifically provided or otherwise in an Ensuing Agreement. It is the sole responsibility of Respondents to stay apprised of changes or addendums of the solicitation.

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 influence 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.

ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, delegate, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the County.

AUTHORIZED EXPENSES

In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Respondent Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Respondent Reimbursement Policy can be found at: WilliamsonCountyRespondentReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

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.

BONDS

If this RFP requires submission of performance and payment bonds, there will be either a separate page or an Ensuing Agreement explaining those requirements. If this RFP includes a separate page outlining the requirements of performance or payment bonds, Proposals submitted without accounting for the required bonds are not acceptable.

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, statues, ordinances, rules, regulations, orders, and decrees above specified.

CONFIDENTIALITY

All data and information gathered by the Respondent and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all Proposals shall be open for public inspection after the Contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the Proposal and identified by Respondent as such will be treated as confidential to the extend allowable by the Public Information Act.

Successful 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.

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.

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 affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

DAMAGE TO COUNTY PROPERTY

Successful Respondent shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Successful Respondent and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Successful Respondent shall notify County in writing of any such damage within one (1) calendar day.

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 *et seq.*, as amended, 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.

DRUG-FREE WORKPLACE

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all subcontractors to ensure that the County maintains a drug-free workplace.

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.

EQUAL OPPORTUNITY

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

FIRM PRICING

Respondent is instructed to complete and submit the Price Proposal under separate cover as identified herein on Attachments C1 and C2.

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.

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. Th e 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.

HIPAA COMPLIANCE

If the RFP or Proposal involves any form of health information, the Respondent agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPPA"); privacy and security regulations promulgated by the United States Department of Health and Human Service ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified as 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq. , as amended collectively referring to as "HIPPA", to the extent that the Responded uses, discloses, or as access to protected health information as defined by HIPPA. Respondent may be required to enter into a Business Associate Agreement pursuant to HIPPA.

HUMAN TRAFFICKING

By acceptance of this RFP, Respondent acknowledges that County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

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.

INCORPORATION BY REFERENCE AND PRECEDENCE

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: the RFP and its Addenda (if applicable); and te Respondent's Proposal.

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:

The terms and conditions of the Ensuing Agreement; the RFP and its Addenda; and the Respondent's Proposal.

All the Exhibits, Appendices and Attachments referred to herein in this RFP are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Exhibits, Appendices or Attachments of this RFP will be resolved at the sole discretion of the Commissioners Court.

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 Successful Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Successful Respondent or any of the Successful Respondent's agents, servants or employees, as well as all claims of loss or damage to the Successful 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 (15th) 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 Successful 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 Successful 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).

INSURANCE REQUIREMENTS

At Contract execution, Successful Respondent shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that Successful Respondent shall always maintain said insurance during the life of the Contract and/or any Ensuing Agreement at Successful Respondent's sole cost and expense.

All Certificates of Insurance coverage must be provided to the Risk Management Department and should include the solicitation's number and description or name of the project: coi.submission@wilco.org

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.

A. COVERAGE LIMITS

Worker's Compensation in accordance with statutory benefits outlined in the Texas Workers' Compensation Act.

Employers' Liability insurance with limits of not less than $500,000 per injury by accident, $500,000 per injury by disease, and $500,000 per bodily injury by disease.

Commercial General Liability Insurance with a limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder. Damages to Rented Premises coverage in the minimum amount of $100,000.

Medical Expenses coverage in the minimum amount of $10,000.

Automobile Liability Insurance for all owned, non-owned, or borrowed or rented vehicles with combined minimum limits for Bodily Injury and Property Damage limits of not less than $1,000,000 per occurrence and $1,000,000.00 in the aggregate.

Professional Liability with a limit of not less than $2,000,000 per occurrence and $2,000,000 in the annual aggregate. If coverage is written on a claim made basis, the retroactive data shall be prior to or coincident with the date of the contract and the certificate of insurance shall state that the coverage is claims made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

B. ADDITIONAL REQUIREMENTS

Additional Insureds; Waiver of Subrogation. "Williamson County" and its directors, officers and employees shall be named as additional insureds under the required policies, and on those policies where County, its directors, officers, and employees are additional insureds, such insurance shall be primary. Such policies shall also include waivers of subrogation in favor of County.

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.

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.

Insurance Company Rating. The required insurance must be written by a carrier approved to do business in the State of Texas with an A.M. Best rating of an A-VII or better at the time the policy is issued.

Certification of Insurance. Successful Respondent shall furnish County with a certification of insurance. Successful Respondent shall not cause any insurance to 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.

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 insurance) to maintain during the life of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum required in this section above, including the required provisions and additional policy conditions.

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.

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

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 Risk Management
301 SE Inner Loop, Ste 106
Georgetown, Texas 78626

With a curtesy copy sent to: coi.submission@wilco.org In the event of cancellation or lapse of insurance, the Successful Respondent shall notify the County immediately, in writing, by certified or registered mail, return receipt requested. Successful Respondent shall also provide written notification County within ten (10) days of any cancellation due to non-payment of premium, notice of expiration, cancellation, nonrenewal or material change in coverage it receives form its insurer.

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.

Conflicting Insurance Requirements. In the event the Insurance Requirements set forth herein conflict with the Insurance Requirements set forth in any Ensuing Agreement, the Insurance Requirements set forth in the Ensuring Agreement shall control.

In the event of accidents of any kind, the Successful Respondent must furnish Williamson County Risk Management with copies of all reports of any accident within twenty-four (24) hours of the accident.

The County reserves the right to review the insurance requirements of this contract during the effective date of the contract and at renewal or any extension hereof and to modify insurance coverages and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

MEDIA RELEASES

Respondent shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

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.

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.

NOTICE AFTER CONTRACT AWARD

Any notice from Respondent 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
Attn: County Judge
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

Curtesy Copy:

Purchasing Department
100 Wilco Way P101
Georgetown, TX 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.

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.

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. All indemnification or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

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 (31st) day after the later of the following:

1. The date the County receives the goods under the Contract.
2. The date the performance of the service under the Contract is completed; or
3. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by 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 (1st) 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 (21st) 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 with 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:

1. 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.
2. The County Contract, Purchase Order.
3. Identification of items or service as outlined in the Contract.
4. Quantity or quantities, applicable unit prices, total prices, and total amount.
5. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

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

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 clearly 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 conflicts 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 regarding the application of the Public Information Act to any items or data furnished to the County as to whether 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.

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.

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.

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 workspace 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.

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.

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.

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.

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.

STATE LAW REQUIREMENTS FOR CONTRACTS

The contents of this section are required by Texas and are included by County regardless of content:

Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: Successful Respondent verifies that Successful Respondent does not boycott Israel and will not boycott Israel during the term of this Contract.

Texas Government Code Section 2251.152 Acknowledgement: Successful Respondent represents that pursuant to Section 2252.152 of the Texas Government Code, the Successful Respondent is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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 prior to the Contract expiration, this clause may be used for unique situations.

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 Successful 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.

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).

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. The County does not agree to binding arbitration and does not waive its right to a jury trial.

Furthermore, 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.

OWNERSHIP OF DATA AND TRANSITION

Any and all County data stored on the Respondent's servers or within the Respondents custody is the sole property of the County. The Respondent, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce the County's data in any manner, or provide to any entity or person outside of the County without the express written authorization of the County.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Respondent shall:

a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the County.

b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the County may direct, for orderly completion and transition; and

c. Make available to the County, at no cost, all the County data stored within the system, stored on the Respondent's servers, or within the Respondent's custody, within fifteen (15) days of termination or the County request. Such data shall be provided in a machine-readable format (e.g., .csv or .txt) as agreed-upon by the parties.

   In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the County shall:

d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

DATA PRIVACY AND SECURITY

Respondent shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Respondent shall have and follow a disaster recovery plan. Respondent shall only store and process the County data within the continental United States. If applicable to the Contract, the Respondent shall back up all the County data daily to an offsite hardened facility.

FEDERAL REQUIREMENTS

If a solicitation is a federally funded project the following stipulations apply.

PREVAILING WAGE RATES – TEXAS GOVERNMENT CODE, CHAPTER 2258

1. **Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined in **Paragraph 2** below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by the Contractor because the Contractor pays wages more than the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

   a. For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

   b. A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

2. **Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

3. **Penalty for Violation.** The Contractor and any subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to **Paragraph 2** above. The Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

4. **Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

5**.** **Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

6. **Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

7. **Prevailing Wage Retainage.** Money retained pursuant to these Prevailing Wage Rate Provisions shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement, or the arbitration award as provided under the Contract Documents for the Project.

8. **No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in under the Contract Documents for the Project.

9. **Contractor Defined.** For purposes of the above stated Prevailing Wage Rate Provisions, the term "Contractor" shall mean and include the Successful Bidder or Successful Respondent, whichever the case may be for the particular solicitation.

10. **Owner Defined.** For purposes of the above stated Prevailing Wage Rate Provisions, the term "Owner" shall mean and include Williamson County or County.

11. **Contract Defined.** For purposes of the above stated Prevailing Wage Rate Provisions, the term "Contract" shall mean and include the ensuing agreement or contract awarded as a part of this solicitation.

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21.027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. **Use of Funds.**
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. **Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.**
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.

7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.

8. **Conflicts of Interest**. Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Compliance with Applicable Law and Regulations.** Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   Federal regulations applicable to this award include, without limitation, the following:

   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

   b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

   c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

   f. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

   g. New Restrictions on Lobbying, 31 C.F.R. Part 21.

   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

   §§ 4601-4655) and implementing regulations.

   i. Generally applicable federal environmental laws and regulations. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance.

iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.

iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance.

v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and

vi. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set f o r t h in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. **Debts Owed the Federal Government.**

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

a. The United States expressly disclaims all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. **Protections for Whistleblowers.**

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Treasury employee responsible for contract or grant oversight or management.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury; or
7. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. **Clean Air Act and The Federal Water Pollution Control Act Compliance.** Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Respondent agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Respondent agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

20. **Suspension and Debarment.** (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Respondent is required to verify that none of the Respondent's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The Respondent must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Respondent did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The Respondent, bidder or Respondent agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Respondent, bidder or Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. **Recovered Materials.** (1) In the performance of this Agreement, the Respondent shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=P1003J1Y.txt (3) The Respondent also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

22. **Access to Records**. The following access to records requirements applies to this Agreement:

    i. The Respondent agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Respondent which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

    ii. The Respondent agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Respondent agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iii. In compliance with the Disaster Recovery Act of 2018, the Customer and the Respondent acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. **Use of DHS Seals and Related Items.** The Respondent shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. **Compliance with Federal Law and FEMA Rules**. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Respondent will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25. **Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended).** Respondents who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

26. **No Federal Government Obligations.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Respondent, or any other party pertaining to any matter resulting from this Agreement.

27. **False Claims Act Compliance and Program Fraud Prevention.** The Respondent acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Respondent's actions pertaining to this Agreement.