



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

<http://www.wilco-online.org/ebids/>

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## INVITATION FOR BIDS

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### FUELING CARD PROGRAM FOR WILLIAMSON COUNTY FLEET SERVICES

#### ANNUAL CONTRACT

**BID NUMBER: 12WCA015**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00 PM**

#### BID SUBMISSION

**DEADLINE:** Bids must be received in the Williamson County Purchasing Department on or before **1:30 pm on Tuesday, August 2, 2011**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Office, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Office, Attn: Brenda Fuller, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.*

**FAX/EMAIL:** Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit: <http://www.wilco.org/vendorinfo>. Failure to follow these instructions may cause your bid to be rejected.

#### BID REQUIREMENTS

**SUBMITTAL: TRIPLICATE:** Bids are to be submitted in triplicate (1 original complete bid set and 1 copy of the bid set AND 1 CD including all required documents). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

**SEALED:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

FUEL FOR FLEET SERVICES BID

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

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

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

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

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local government's under the Texas Local Government Code.

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

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Mike Fox, Fleet Services Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published and available one-hundred-and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, July 26, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,  
<http://wilco-online.org/ebids/bids.aspx>  
If you do not have access to email or internet please call the Purchasing contact below.

### **PURCHASING CONTACT:**

Brenda Fuller  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1607  
Brendafuller@wilco.org

### **TECHNICAL CONTACT:**

Ed Pospisil  
3151 SE Inner Loop  
Georgetown, TX 78626  
(512) 943-3343  
[epospisil@wilco.org](mailto:epospisil@wilco.org)

## MISCELLANEOUS

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received

OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

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

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

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

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

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

***The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.***

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

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default

or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**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.

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKER'S COMPENSATION**

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

# BID SPECIFICATIONS

## FUELING CARD PROGRAM

Williamson County currently has 542 vehicles that operate under the Fleet Fueling card program. These vehicles generate an estimated yearly average fuel consumption of 195,000 gallons of unleaded and 79,000 gallons of diesel.

Successful vendor shall provide sufficient number of sites to adequately service Williamson County locally and nationally and shall submit detailed information on locations as to hours of service and diesel availability.

Each County Department using fuel shall be billed separately. Billing shall include all applicable taxes and freight charges minus federal excise tax. Once the Department Head signs off on the bill it will then be submitted for payment.

The cost to the County for fuel and fuel management reporting OFF SITE; The cost will be the actual Refiner's Rack price for that site as reported by the Thursday posting of the Oil Pricing Information Service. Prices are adjusted weekly using this Thursday posting of OPIS to calculate cost at each fueling location for that week (Sunday night midnight to Sunday night midnight), please state any additional costs that may be applicable. If freight is an additional cost, please state how it applies to our cost.

The successful bidder will be required to provide a 24 hour, 7 day a week computer monitored and controlled fuel system. The absence of human intervention guarantees no ticket manipulation as the computer secures exact gallon accounting and billing.

The successful bidder will not assign, sell, or otherwise transfer this contract without written permission of the Williamson County Commissioners Court.

### Access Cards

The Successful Bidder will issue to subscriber, at the Bidder's expense, all Fleet Fueling cards for each of the County's vehicles and PIN numbers for each driver. Replacement cards/PINS will be provided at no charge as well. The access cards are to provide the following.

- a. Vehicle and driver identification
- b. Security code ID
- c. Fuel type information
- d. Tank capacity limitation
- e. Daily limits on fuel, oil, and maintenance
- f. Weekly limits on fuel, oil, and maintenance
- g. Time of day fuel restrictions
- h. Site restrictions

### Management Controls Online

As a part of the bid, the Successful Bidder agrees to provide all County card information and fuel transaction reporting online for County use. At the Bidder's password-protected Web Site, County will be able to view and make changes to County's account at no additional cost:

- a. Issue, reissue, replace, renew and deactivate cards.
- b. Add, edit, lock, and unlock employees
- c. Create PINS for new employees
- d. Add, edit, lock and unlock vehicles
- e. View transactions
- f. Print management reports and invoices
- g. View sites

### Weekly Fleet Management Reports And Interface

The Successful bidder will be responsible for providing a Fuel Interface that will allow fuel consumption reports to be submitted electronically and interface with the County's Fleet Management Software. Any costs incurred for the interface to function will be the responsibility of the Vendor.

The Successful Bidder agrees to furnish weekly and daily Fleet Management reports to County at no additional costs. These reports detail the fuel and maintenance transactions per vehicle giving the following information:

- a. Vehicle description
- b. Driver name
- c. Date and time of fueling
- d. Location of fueling
- e. Odometer Reading
- f. Miles per gallon per vehicle
- g. Gallons, current, and extended price
- h. Total consumption for the week
- i. Description of any service item purchased (the only service that Williamson County allows is a car wash.)

Fuel consumption reports are to be transmitted to County electronically (IBM compatible) and via printed program reporting. Weekly Motor Fuel Management Reports are to be made available on a weekly basis. Other reports include monthly motor fuel summary reports, maintenance reports, and other custom reports as needed.

## ATTACHMENT A



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY BID FORM**  
**FUEL CARD PROGRAM**  
**FOR WILLIAMSON COUNTY FLEET SERVICES**  
**ANNUAL CONTRACT**  
**BID NUMBER: 12WCA015**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**FUELING CARD**

**PRICE ALL ITEMS EXCLUSIVE OF TAXES BASED ON PUBLISHED THURSDAY OPIS PRICE**

**FOR THIS BID TABULATION, USE OPIS DATED APRIL 14, 2011, SHELL BRANDED RACK, AUSTIN, TEXAS AREA**

PLEASE NOTE DESPITE USING SHELL RACK FOR BID TABULATION, THE COST OF FUEL AT EACH OFF-SITE LOCATION IS THE ACTUAL REFINER'S RACK PRICE FOR THAT SITE ACCORDING TO THE THURSDAY POSTING OF OPIS.

**PRICE ALL ITEMS PER GALLON.**

**GAS CARD USERS**

ITEM #	DESCRIPTION	SHELL b	VENDOR MARK-UP	FREIGHT	FIRM DISCOUNT	COST TO COUNTY
1	Regular Unleaded Gasoline					
2	Middle-Grade Unleaded Gasoline					
3	Super/Supreme Unleaded Gasoline					
4	Diesel # 2 Fuel					

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)



By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign BID

Date of BID: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 7 THROUGH THIS PAGE WITH YOUR BID PACKAGE  
AND ALL REQUIRED INFORMATION**

# Williamson County Inner Loop Annex

## Address:

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

## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

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

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

### From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

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

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

**INNER LOOP ANNEX FLOOR PLAN**

