

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
Budget Modification Voting Session
August 23, 2011
9:00 a.m.

The Commissioner's Court of Williamson County, Texas will meet in special session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
 (Items 5 – 18)

5. Discuss and consider approving a line item transfer for the District Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
from	0100.0440.004999	Miscellaneous	120.00		☐
to	0100.0440.003006	Office Equipment < \$5000	120.00		☐

6. Discuss and consider approving a line item transfer for JP#2

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0409-004989	Non Dept/Long Range Planning	\$1,900		☐
To	0100-0452-004192	JP#2/Transportation Autopsy	\$1,900		☐

7. Discuss and consider approving line item transfer from Salaries to Overtime in the amount of \$31,000 for the County Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0570 001100	Salaries	\$31,000		☐
To	0100 0570 001110	Overtime	\$31,000		☐

8. To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0200-0210-003544	Contract Hauling	\$ 10,000.00	1	☐
To	0200-0210-004620	Furniture/Eqpt. Rental	\$ 10,000.00	2	☐

9. Discuss and consider approving a line item transfer for the Elections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0492.001107	Temp Labor/Seasonal Help	\$2,500.00		☐
To	0100.0492.001101	P/T Salaries 20-30 hrs/wk	\$2,500.00		☐

10. To discuss and consider approving a line item transfer for Constable Precinct Four

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0554-003006	Office Equip	4700.00		☐
To	0100-0554-003010	Computer Equip	4700.00		☐

11. To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0200-0210-003540	Contract Seal Coating	\$ 55,354.00	1	☐
From	0200-0210-003556	Aggregate/Rock Materials	\$ 144,646.00	2	☐
To	0200-0210-005711	Heavy Eqpt.	\$ 200,000.00	3	☐

12. Discuss and consider approving a line item transfer for the All District Courts Budget

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0435-004141	All Dist Ct/Interpretors	\$14,000		☐
To	0100-0435-004100	All Dist Ct/Prof Svcs	\$14,000		☐

13. Consider loaning barricades and signs for the annual Florence Friendship Days Celebration to be held October 15, 2011

14. Consider approving the Treasurer's Report on the Williamson County Finances for July 2011.
15. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.
16. Discuss and consider confirming the appointment of Robert Finley as a Reserve Deputy Constable
17. Consider confirmation of Mark Edward Horacek as Pct. 3 Deputy Constable.
18. Discuss and consider allowing the County Judge to enter into an agreement with K. Friesse & Associates to conduct a drainage study in the Forest North area.

REGULAR AGENDA

19. Hear presentation from Alvin Lankford, Williamson Central Appraisal District Chief Appraiser, regarding 2011 certified values for the County.
20. Discuss and take appropriate action on road bond program.
21. Consider approving Change Order No. 1 in the amount of \$170.30 for CR 174 @ Brushy Creek (Hairy Man Rd.), a Road Bond Project in Precincts One and Three.
22. Consider authorizing 2006 road bond transfer per recommendation of Mike Weaver, Road Bond Manager to move \$8,000,000.00 from Chandler 3B (P175) to Chandler 3A (P247).
23. Consider authorizing County Judge to execute a Real Estate Contract with WALLACE SEGGERN for ROW needed on Chandler IIIA. (PARCEL 18)
24. Consider authorizing County Judge to execute a letter agreement with John and Brenda Lapaglia for a drainage easement needed on CR 138.
25. Consider authorizing County Judge to execute a Real Estate Contract with James Earl Johnson for ROW needed on SH 195. (PARCEL 117)
26. Discuss and consider approving the Williamson County Auditor's Office to conduct and report on the financial status of ESD #10, and to charge the ESD approximately \$1,000 for costs incurred as required by the Health and Safety Code 775.082.
27. Consider authorizing advertising and setting date of September 13, 2011 at 2PM in the Purchasing Department to receive bids for Asphalt Emulsion Prime # 12WCA045 for Road and Bridge Department.
28. Discuss and consider taking appropriate action on extending annual contracts for FY2012 for EMS Uniforms, EMS Medical Grade Oxygen, EMS Billing Services, Fleet OEM Ford Replacement Parts, Fleet Fuel.
29. Discuss and consider taking appropriate action on extending annual contracts for FY 2012 for Jail Medical Services, Contract Towing for Sheriff's Office, Optical Scan Ballot Printing (Elections), Armored Courier (Treasurer Office), Electrical Services (Facilities Dept.).
30. Discuss and consider taking appropriate action on extending existing Road and Bridge Dept. annual contracts for FY 2012 for Concrete Box Culverts, Roadside Chemicals and Herbicides, Roadsigns and Markers, Concrete Ready Mix, Road Base Materials.
31. Discuss and take appropriate action regarding Budget Order for 2011/2012.

32. Discuss and take appropriate action regarding 2011-2012 Budget.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

33. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
1. Proposed or potential purchase of lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - g) Discuss proposed acquisition of property for proposed SH 29 project.
 - h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
 - i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
 - j) Discuss proposed acquisition of property for right-of-way on Chandler IIIA.
 - k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
 - l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
 - n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
 - o) Discuss proposed acquisition of property for right-of-way along FM 1460.
 - p) Discuss proposed Access Easement on Guy property.
 - q) Discuss proposed acquisition of drainage easements along CR 138.
 - r) Discuss proposed acquisition of property for right-of-way along CR 170.
34. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims;
 - c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
 - d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
 - e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District

Court, Williamson County, Texas, 368th Judicial District.

g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division

h) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division

i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;

j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division

k) Employment related matters.

l) Other confidential attorney-client matters, including contracts.

35. Discuss and take appropriate action on real estate.

36. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County.

b) Status Update-Pending Cases or Claims;

c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;

d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;

e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District

f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.

g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division

h) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division

i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;

j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division

k) Employment related matters.

l) Other confidential attorney-client matters, including contracts.

37. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2011 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 08/23/2011

Transfer funds for purchase of toner cartridges

Submitted By: Judy Kocian, District Attorney**Department:** District Attorney**Agenda Category:** Consent

Agenda Item

Discuss and consider approving a line item transfer for the District Attorney's office.

Background

The District Attorney's office needs to purchase of printer toner cartridges. These purchases ensures that all equipment is ready and running efficiently for all personnel.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100.0440.004999	Miscellaneous	120.00	
to	0100.0440.003006	Office Equipment < \$5000	120.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/15/2011 10:42 AM
Budget Office	Ashlie Blaylock	08/17/2011 04:02 PM
District Attorney (Originator)	Judy Kocian	08/18/2011 08:37 AM
Form Started By: Judy Kocian		Started On: 08/11/2011 03:39 PM
	Final Approval Date: 08/18/2011	

Commissioners Court - Regular Session**6.****Meeting Date:** 08/23/2011

Line Item Transfer

Submitted By: Ashlie Blaylock, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Agenda Item

Discuss and consider approving a line item transfer for JP#2

Background

A few weeks ago the court approved a line item transfer for additional autopsy funding for JP#2. We inadvertently missed our transportation line item. The transfer requested will cover associated transport costs through the end of fiscal year '11.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004989	Non Dept/Long Range Planning	\$1,900	
To	0100-0452-004192	JP#2/Transportation Autopsy	\$1,900	

Form Review**Inbox**
County Judge Exec Asst.

Form Started By: Ashlie Blaylock

Reviewed By
Wendy Coco

Final Approval Date: 08/17/2011

Date
08/17/2011 01:41 PM
Started On: 08/17/2011 11:59 AM

Commissioners Court - Regular Session

7.

Meeting Date: 08/23/2011

Line Item Transfer for County Jail

Submitted By: Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Agenda Item

Discuss and consider approving line item transfer from Salaries to Overtime in the amount of \$31,000 for the County Jail.

Background

This line item transfer will cover overtime as a result of turnover, shift shortages and medical call out.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0570 001100	Salaries	\$31,000		
To	0100 0570 001110	Overtime	\$31,000		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/17/2011 01:41 PM
Budget Office	Ashlie Blaylock	08/17/2011 04:02 PM
Sheriff (Originator)	Deborah Wolf	08/17/2011 04:38 PM
Form Started By: Deborah Wolf		Started On: 08/17/2011 10:33 AM
	Final Approval Date: 08/17/2011	

Commissioners Court - Regular Session**8.****Meeting Date:** 08/23/2011

To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Agenda Item

To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge.

Background

This transfer is to cover the rental of a crane to set up the asphalt tank at the Taylor yard, and one month rental of a vacuum sweeper for the continued sweeping on the roads that have been seal coat (resurfacing proj.). Also to cover two more months of rental of the bottles for the welding gasses in the shop.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0200-0210-003544	Contract Hauling	\$ 10,000.00	1
To	0200-0210-004620	Furniture/Eqpt. Rental	\$ 10,000.00	2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 10:25 AM
Budget Office	Ashlie Blaylock	08/18/2011 10:44 AM
Form Started By: Lydia Linden		Started On: 08/17/2011 04:38 PM
	Final Approval Date: 08/18/2011	

Commissioners Court - Regular Session**9.****Meeting Date:** 08/23/2011

Elections Administrator

Submitted For: Rick Barron**Submitted By:**

Kay Eastes, Elections

Department: Elections**Agenda Category:** Consent

Agenda Item

Discuss and consider approving a line item transfer for the Elections Department.

Background

Sufficient funds are not available in the budget line to pay personnel for the remaining three Work Periods of the fiscal year. The employee paid from this line has worked additional hours in the office so full-time staff could attend and participate in professional election education programs, assist the trainer in preparing for and conducting summer classes offered to election pollworkers, and so she could attend the Secretary of State's annual election law seminar held in Austin.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0492.001107	Temp Labor/Seasonal Help	\$2,500.00	
To	0100.0492.001101	P/T Salaries 20-30 hrs/wk	\$2,500.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 10:25 AM
Budget Office	Ashlie Blaylock	08/18/2011 10:45 AM
Form Started By: Kay Eastes		Started On: 08/17/2011 04:48 PM
	Final Approval Date: 08/18/2011	

Commissioners Court - Regular Session**10.****Meeting Date:** 08/23/2011

Line Item Transfer

Submitted By: Mark Birchard, Constable Pct. #4**Department:** Constable Pct. #4**Agenda Category:** Consent

Agenda Item

To discuss and consider approving a line item transfer for Constable Precinct Four

Background

We have a Dell Computer that has been a chronic problem, and has now crashed it's hard drive and is out of warranty. We request transfer of funds from 003006 Office Equipment to 003010 Computer Equipment to replace the Dell with a Panasonic Toughbook. Our deputies have used these computers for all of their daily activities and have now become a requirement to do their job.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0554-003006	Office Equip	4700.00		
To	0100-0554-003010	Computer Equip	4700.00		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 10:25 AM
Budget Office	Ashlie Blaylock	08/18/2011 10:46 AM
Form Started By: Mark Birchard		Started On: 08/18/2011 10:04 AM
	Final Approval Date: 08/18/2011	

Commissioners Court - Regular Session**11.****Meeting Date:** 08/23/2011

To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Agenda Item

To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Background

Currently Road and Bridge has only one vacuum sweeper. If this one vacuum sweeper breaks down, the ability to prep sweep before a pavement application, sweep after a seal coat resurfacing and clean inlets (vacuum sweeper has an attachment that fits down an inlet manhole to remove debris) is gone and any subsequent work flow is stopped.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0200-0210-003540	Contract Seal Coating	\$ 55,354.00	1
From	0200-0210-003556	Aggregate/Rock Materials	\$ 144,646.00	2
To	0200-0210-005711	Heavy Eqpt.	\$ 200,000.00	3

Form Review

Inbox
County Judge Exec Asst.
Budget Office

Reviewed By
Wendy Coco
Ashlie Blaylock

Date
08/18/2011 10:25 AM
08/18/2011 10:45 AM
Started On: 08/18/2011 08:55 AM

Form Started By: Lydia Linden

Final Approval Date: 08/18/2011

Commissioners Court - Regular Session**12.****Meeting Date:** 08/23/2011

Line Item Transfer

Submitted By: Ashlie Blaylock, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Agenda Item

Discuss and consider approving a line item transfer for the All District Courts Budget

Background

Increasing need for psychiatric evaluations

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0435-004141	All Dist Ct/Interpretors	\$14,000	
To	0100-0435-004100	All Dist Ct/Prof Svcs	\$14,000	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 10:25 AM
Form Started By: Ashlie Blaylock		Started On: 08/18/2011 09:45 AM
	Final Approval Date: 08/18/2011	

Commissioners Court - Regular Session**13.****Meeting Date:** 08/23/2011

Florence Friendship Days

Submitted For: Valerie Covey**Submitted By:**Rachel Rull,
Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Agenda Item

Consider loaning barricades and signs for the annual Florence Friendship Days Celebration to be held October 15, 2011

Background

Friendship Days is held annually in the City of Florence and the signs and barricades are used to re-route traffic off of Main Street to allow for parade, vendors and activities.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Rachel Rull		Started On: 08/18/2011 11:47 AM
	Final Approval Date: 08/18/2011	

Commissioners Court - Regular Session

14.

Meeting Date: 08/23/2011

Treasurers Report on the Williamson County Finances July 2011

Submitted For: Vivian Wood

Submitted By:

Celia Villarreal, County
Treasurer

Department: County Treasurer

Agenda Category: Consent

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for July 2011.

Background

Attachments

July 2011 Treasurers Report on the Williamson County Finances

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/17/2011 01:41 PM
Form Started By: Celia Villarreal		Started On: 08/16/2011 03:34 PM
	Final Approval Date: 08/17/2011	

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF VIVIAN L. WOOD
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
JULY TERM 2011

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2011, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **JULY 2011**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$346,627,557.44.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2011.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance July 31, 2011
GENERAL FUND	\$ 18,999,500.00
TOBACCO FUNDS	\$ 3,200,000.00
DEBT SERVICE	\$ 7,500,000.00
ROAD & BRIDGE	\$ 8,995,120.00
CAPITAL PROJECTS FUND	\$ 58,243,350.93
TOTAL	\$ 96,937,970.93

WILLIAMSON COUNTY
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS

ACCOUNT NAME	TEXPOOL BALANCE 7/31/11	TEXPOOL PRIME BALANCE 7/31/11	TEXSTAR BALANCE 7/31/11	GRAND TOTAL
COURTHOUSE SECURITY	77,630.43			77,630.43
COUNTY RMP	847,414.29			847,414.29
GENERAL FUND	37,874.07	35,274,908.13		35,312,782.20
LIBRARY FUND	604,712.68			604,712.68
COURT REPORTER SVC	685,809.13			685,809.13
TOBACCO FUNDS	8,404.66	562,384.15		570,788.81
KARST	1,604,457.64			1,604,457.64
CO RECORD ARCHIVE	406,658.51			406,658.51
TCEQ AIR CHECK GRANT	1,074,418.70			1,074,418.70
TCEQ LIP	115,004.16			115,004.16
ROAD AND BRIDGE	24,448.95	7,650,626.45		7,675,075.40
TOTAL CO'S & BOND	7,047,597.53	113,731,601.12	1,238,587.03	122,017,785.68
DEBT SERVICE	484,723.14	28,046,353.92		28,531,077.06
BENEFITS	13,148.31	834,605.32		847,753.63
2008 TAN	97,302.50	4,555,029.56		4,652,332.06
*RESTRICTED FUNDS	1,600,906.66			1,600,906.66
TOTALS	\$ 14,730,511.36	\$ 190,655,508.65	\$ 1,238,587.03	\$ 206,624,607.04

*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation July 31, 2011	
GENERAL FUND	\$	40,836,103.12
PAYROLL	\$	1,659,733.21
CSCD TREASURER	\$	569,143.14
TOTAL	\$	43,064,979.47

Bank Statement Reconciliation Report
Ending July 31, 2011
GENERAL FUND ACCOUNT

BALANCE PER BANK	\$ 43,941,940.45
ADD:	
OUTSTANDING DEPOSITS	\$ 315.00
 SUBTRACT:	
OUTSTANDING CHECKS	\$ (3,106,151.89)
BANK CORRECTION TRANSFERRED IN AUGUST	(0.44)
 RECONCILED BANK BALANCE	 <u>\$ 40,836,103.12</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$ 40,817,130.03
ADD:	
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL AUGUST 2011	\$ 4,812.75
 SUBTRACT:	
INSUFFICIENT FUNDS CHECKS	\$ (4.00)
 BANK INTEREST 0.380%	\$ 14,164.34
 RECONCILED BOOK BALANCE	 <u>\$ 40,836,103.12</u>
 TOTAL DIFFERENCE IN BOOK FROM THE BANK	 <u>\$ 0.00</u>

NOTES:

Bank Statement Reconciliation Report
Ending July 31, 2011
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$	1,734,387.55
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(19,813.34)
ESCROW OUTSTANDING CHECKS	\$	(54,826.01)
ADJUSTMENTS:		
BANK CORRECTION TRANSFERRED IN AUGUST	\$	(0.44)
ADDITONAL JULY PAYROLL CHECK ISSUED IN AUGUST		(14.55)
RECONCILED BANK BALANCE	\$	<u>1,659,733.21</u>
BOOK BALANCE	\$	1,659,733.21
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
BANK INTEREST EARNED \$655.35 at 0.380%		
<i>(Payroll interest is transferred to and booked as revenue in the General Fund.)</i>		
ADJUSTMENTS:		
OUTSTANDING DEPOSIT	\$	0.00
RECONCILED BOOK BALANCE	\$	<u>1,659,733.21</u>
TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>

NOTES:

Bank Statement Reconciliation Report
Ending July 31, 2011
CSCD ACCOUNT

BALANCE PER BANK	\$	628,901.62
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(59,758.48)
 RECONCILED BANK BALANCE	\$	<u>569,143.14</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	568,884.11
ADD:		
OUTSTANDING DEPOSIT	\$	0.00
 SUBTRACT:		
	\$	0.00
 BANK INTEREST 0.380%	\$	259.03
 RECONCILED BOOK BALANCE	\$	<u>569,143.14</u>

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>

NOTES:

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL July 2011
TOTAL TAXES	\$ 723,995.91
TOTAL FEES OF OFFICE	\$ 557,808.00
TOTAL FINES AND FORFEITURES	\$ 352,145.91
TOTAL CHARGES FOR SERVICES	\$ 776,791.05
TOTAL INTERGOVERNMENTAL	\$ 121,220.17
TOTAL INVESTMENT INCOME/OTHER	\$ 49,125.61
TOTAL REVENUES	\$ 2,581,086.65

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL July 2011	
TOTAL GENERAL GOVERNMENT	\$	2,098,138.02
TOTAL PUBLIC SAFETY	\$	7,139,680.77
TOTAL JUDICIAL	\$	1,911,727.16
TOTAL COMMUNITY SERVICES	\$	452,584.29
TOTAL EXPENDITURES	\$	11,602,130.24

Commissioners Court - Regular Session**15.****Meeting Date:** 08/23/2011

Weekly Asset Transfers

Submitted For: Bob Space**Submitted By:**Patrick Strittmatter,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Agenda Item

Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.

Background

AttachmentsAsset Transfer Forms**Form Review****Inbox**
County Judge Exec Asst.

Form Started By: Patrick Strittmatter

Reviewed By
Wendy Coco

Final Approval Date: 08/18/2011

Date
08/18/2011 10:25 AM
Started On: 08/17/2011 04:59 PM

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	Please see attached list			

Parties involved:
FROM (Transferor Department): Facilities Maintenance

Transferor - Elected Official/Department Head/Authorized Staff:
Contact Person:

Gary Wilson

Print Name

Signature

8-11-11

June 29, 2011

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Auction

Transferee - Elected Official/Department Head/Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Tony Hill

Print Name

Signature

8-9-2011

June 29, 2011

Date Phone Number

Tony Hill

Print Name

943-3314

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Items to Auction

1. 2 boxes of fire hose
2. 3 pallets of a/c vents
3. 5 pallets of a/c ducts
4. 1 6x3 window
5. 1 a/c window unit
6. 1 pallet of Christmas décor
7. 3 pallets of newer brass ceiling fans
8. 13 old jury chairs
9. 2 pallets of misc restroom dispensers
10. 3 SST boxes with wiring inside (identity unknown)
11. 8 large ceiling lights
12. 2 glass doors
13. 1 6x4 sheet of bulletproof glass
14. 7 old doors (white and brown)
15. 4 pallets of older secular furniture
16. 1 pallet of left over construction items
17. Blue metal tool box

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☒ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☐ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Aluminum server stand			

Parties involved:

FROM (Transferor Department):

IT

Transferor - Elected Official/Department Head/

Authorized Staff:

Tammy McCulley

Print Name

Tammy McCulley

Signature

8/9/11

Date

Contact Person:

Tammy McCulley

Print Name

943-1455

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee):

Auction

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county
☐ SALE at the earliest auction * ☐ DONATION to a non-county entity

☒ DESTRUCTION due to
Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
100	plastic food trays (not fit to use)			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Tony Hill
Print Name

T. Hill
Print Name

[Signature]
Signature

8-9-11
Date

943-3314
Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Recycle Center

Transferee - Elected Official/Department Head/

Authorized Staff OR Donor - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____



Williamson County

Vehicle Status Change Form

Sent
7/18
Reprint
8/16

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
1GCEC19V73Z271039		SO / 560		SB0340
Vehicle Identification Number		Department		Door Number
8MCS03	2003	CHEVY	1500 XCAB	WHT
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
☐ Accident				
Attach:				
1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
☒ High Mileage: List actual mileage <u>112,281</u>				
☒ Not mechanically sound <u>Transmission slipping</u>				
☒ Other: Explain <u>Lifetime maintenance costs exceed 45% of purchase price, expected life in fleet exceeds 160%.</u>				
3) Elected Official/Department Head/Authorized Staff				
Print <u>L.C. Marshall</u>		Signature <u>[Signature]</u>		Date <u>4-4-11</u>

RECEIVED

JUL -1 2011

CLERK'S OFFICE
WILLIAMSON COUNTY, TEXAS

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	☒ TRANSFER between county departments
☐ TRADE-IN for new assets of same general type for the county	Comments:
☐ SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department: <u>509</u>
☐ OTHER	Elected Official/Department Head/Authorized Staff or Donee Representative:
	Print Name: <u>Gary Wilson</u>
	Signature and Date: <u>[Signature]</u> <u>6-29-11</u>
	Contact name and Number: <u>943-1636</u>
2) ☐ Vehicle Marked for Auction and moved to Auction Yard	
☒ Forward forms and reports to County Auditor's Office	
Print <u>Mike Fox</u>	Signature <u>[Signature]</u> Date <u>6-29-11</u>

(Approved by Ashlie Koenig)

July 19, 2011

To: Bob Daigh

Senior Director of Infrastructure

From: Mike Fox

Fleet Services

RE: Used vehicle request from Gary Wilson

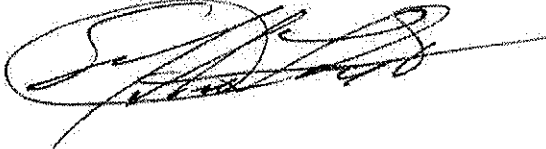
In reference to Gary Wilson's request for an additional vehicle, a truck was turned in by the Sheriff Department that has 112,281 miles on it and used by an Investigator. The truck is a white in color 2003 Chevrolet extended cab #SB0340 power windows, door locks, mirrors V8 engine, cold air, no cracks in windshield, clean straight body with nice clean interior.

Looking at the records it received a C level PM at 109,740 miles (all fluids serviced) \$233.34, and two front tires \$300.58 and front brakes. At 97,810 miles two rear tires were installed and alignment performed \$316. 13. The record also shows a Chevrolet remanufactured transmission from Don Hewlett was installed at 65,318 miles \$2,169.06.

I had to jump start the truck, so it will need a battery. The engine runs fine and truck drives well, but will need the wipers fixed, they will not turn off.

Over all the truck was well maintained and could be used for a couple more years in a light duty service application.

Mike Fox III

A handwritten signature in black ink, appearing to read 'Mike Fox III', with a large, stylized flourish extending from the bottom left.

Commissioners Court - Regular Session**16.****Meeting Date:** 08/23/2011

Discuss and consider confirming the appointment of Robert Finley as a Reserve Deputy Constable

Submitted For: Robert Chody**Submitted By:** Robert Woodring, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

Agenda Item

Discuss and consider confirming the appointment of Robert Finley as a Reserve Deputy Constable

Background

Attachments[Confirming request letter](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 10:25 AM
Budget Office	Ashlie Blaylock	08/18/2011 10:44 AM
Form Started By: Robert Woodring		Started On: 08/17/2011 01:53 PM
	Final Approval Date: 08/18/2011	

**Williamson County
Precinct One**
Office (512) 244-8650



**1801 E. Old Settlers Blvd.
Round Rock, TX 78664**
Fax (512)244-8662

**ROBERT CHODY
CONSTABLE**

August 17th 2011

To: Commissioners Court

Honorable Commissioners and County Judge,

We request the court to confirm the appointment of Robert Finley as a Reserve Deputy Constable for Precinct One. Robert Finley has over 20 years experience in Law Enforcement. He is currently the Football Coach and Teacher at Tippit Middel School for Georgetown ISD. We believe he will be a valuable addition to our office.

Thank you,

Robert Woodring, Chief Deputy

Commissioners Court - Regular Session**17.****Meeting Date:** 08/23/2011

Consider confirmation of Mark Edward Horacek as Pct. 3 Deputy Constable

Submitted By: Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Consent

Agenda Item

Consider confirmation of Mark Edward Horacek as Pct. 3 Deputy Constable.

Background

AttachmentsMark Horacek**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Theresa Lock		Started On: 08/18/2011 10:21 AM
	Final Approval Date: 08/18/2011	



**OFFICE OF CONSTABLE
BOBBY GUTIERREZ**

WILLIAMSON COUNTY PRECINCT 3

301 S. E. Inner Loop, Suite 102
Georgetown, Texas 78626
Office (512) 943-1434 FAX (512) 943-1440

August 18, 2011

Williamson County Commissioner's Court

The Precinct 3 Constable's Office has had two (2) vacant deputy constable positions for several weeks. Like many central Texas law enforcement agencies, we had difficulty finding applicants that met our qualifications and expectations. Based on our competency testing, interviews and background investigations, I am pleased to report that we have made a conditional employment offer to one (1) applicant finalist that is well qualified and meets our expectations to serve Williamson County well. We are conducting a background investigation on another candidate finalist that we hope to present appointment confirmation to you in the near future.

Pursuant to LGC 86.011, I respectfully request Commissioner's Court confirmation on the appointment of Mark Edward Horacek.

Mark Horacek comes to us with ten (10) years of experience as a police officer within Williamson County. Currently and for or the past six (6) years, he has served honorably as a Taylor police officer. Prior to Taylor, he served four (4) years as a Thorndale police officer. His experience and success in community policing, street level crimes and extensive criminal investigations has provided him a strong foundation to adapting to the Constable's Office enforcement requirements. Mark is held in high regard by his departments and colleagues. He possesses the knowledge, work ethic and integrity needed to be an effective deputy constable.

Your confirmation of Mark Horacek as an appointed Precinct 3 Deputy Constables will help the Precinct 3 Constable Office reach the approved resource level to effectively serve our community.

Please contact me should you need additional information.

Respectfully,


Bobby Gutierrez, Constable Precinct 3
Williamson County, Texas

Commissioners Court - Regular Session**18.****Meeting Date:** 08/23/2011

Forest North Drainage Study K. Friese and Associates

Submitted For: Mary Clark**Submitted By:**Mary Clark, Commissioner
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

Agenda Item

Discuss and consider allowing the County Judge to enter into an agreement with K. Friese & Associates to conduct a drainage study in the Forest North area.

Background

The Forest North area of Williamson County, near RR 620 and 183 has been plagued with drainage issues for many years. During tropical storm Hermine, many residents experienced flooding in their yards, garages and homes. Our Road and Bridge crews have been out in the area cleaning the drainage ditches and we have repaired the damage to the Lake Creek Channel that was caused by the storm. However, we need to have a major study done in the area to get suggestions for long term solutions. Commissioner Birkman, Bob Daigh, Joe England and Mary Clark interviewed 4 different engineering firms to conduct the study. We are recommending that we hire K. Friese & Associates to the study.

AttachmentsK Friese**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Mary Clark		Started On: 08/18/2011 11:01 AM
	Final Approval Date: 08/18/2011	

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the “Agreement”**) is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the “County”**) and K Friese & Associates, Inc. (**the “Engineer”**).

WHEREAS, *County* proposes to conduct a Drainage Study of the Forest North Area.

WHEREAS, **County** desires to obtain professional services for engineering design, plans, specifications and estimates (*the "Project"*);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **Engineer** agree to the performance of the professional services by **Engineer** and the payment for these services by **County** as set forth herein.

Section I

Employment of the Engineer

County agrees to employ **Engineer** and **Engineer** agrees to perform professional engineering services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II

Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III

Fee schedule

- A. For and in consideration of the performance by **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Engineer** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Engineer** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Engineer's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Engineer**.

Section IV **Period of Service**

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within (180) calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services or as otherwise set forth in an applicable Work Authorization.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V

Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County** in substantially the form of Attachment A to Exhibit I.
- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the

development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Engineer** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

- D. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Engineer** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County**.

Section VI

Review of Work Product

- A. **Engineer's** engineering work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by **Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County** opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, **Engineer** shall without additional

compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.

- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII

Revision to Work Product

Engineer shall make without expense to **County** such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of **County**, but after the approval of the work product any revisions, additions, or other modifications made at **County's** request which involve extra services and expenses to **Engineer** shall entitle **Engineer** to additional compensation for such extra services and expenses, provided however, that **Engineer** agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the **Engineer's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Engineer** to revise the plans in order to make the **Project** constructible, **Engineer** shall do so without additional compensation. In the event of any dispute over the classification of **Engineer's** services as Basic or Additional Services under this Agreement, the decision of the **County** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII

Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under its direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County** regarding county permitting or similar requirements properly waivable by the **County**.
- C. Acceptance and approval of the final plans by **County** shall not release **Engineer** of any responsibility or liability for the accuracy and competency of its designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by **County** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by **Engineer**.
- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF *ENGINEER* OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, *ENGINEER* SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.

- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place its Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent or employee

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or

termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **Engineer** retaining a copy.

- B. Any reuse by **Engineer** of any such documents described in Subsection A above, without the specific written consent of **County** shall be at **Engineer's** sole risk and without liability or legal exposure to **County**. Should **Engineer** be terminated, **Engineer** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective engineers and contractors, without the specific written consent of **Engineer**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X

Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **Engineer** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Engineer** reasonable advance notice of intended audits.
- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in

the Texas Administrative Code in effect as of the time copying is performed.

Section XI

Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.
- Engineer** further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested,

addressed to the proper party, at the following address:

ENGINEER: K Friese & Associates, Inc.
Karen Friese, P.E. – President
1120 S. Capital of Texas Hwy.
The Setting II, Suite 100
Austin, Texas 78746

COUNTY: Williamson County Judge
Dan Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

and to: Williamson County Director of Infrastructure
Bob Daigh
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code

as this is a contract for professional services.

- J. **Taxpayer Identification.** *Engineer* shall provide to *County* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* 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 this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. **Definition of Engineer.** The term "*Engineer*" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a Corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this

Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

- R. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. ***No Waiver of Immunities.*** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **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.
- T. ***Interest and Late Payments.*** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- U. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **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 **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this_____ day of _____, 20_____.

THE ENGINEER:

K Friese & Associates, Inc.

WILLIAMSON COUNTY:

BY: 

Printed Name: Karen A. Friese, P.E.

Title: President

BY: _____

Dan A. Gattis,
Williamson County Judge

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

County Contract Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of **\$76,369.00**.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 **Engineer** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the **Engineer's** invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 **Engineer** and **County** acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then **Engineer** shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 **County** will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the **Engineer** to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the **County** and **Engineer**. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the **Engineer's** responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until **County** and **Engineer** have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The **Engineer** shall promptly notify the **County** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the **Engineer** from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization

shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is **\$76,369.00** provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. _____

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and K Friese & Associates, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$76,369.00.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on Jan. 16, 2012, unless extended by a Supplemental Work Authorization.

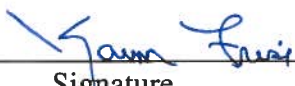
Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this 16 day of August, 2011.

ENGINEER:
K Friese & Associates, Inc.

COUNTY:
Williamson County, Texas

By: 
Signature

By: _____
Signature

Karen Friese, P.E.
Printed Name

Printed Name

President
Title

Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

1. Principal.....	\$185.00
2. Project Manager.....	\$178.00
3. Senior Engineer.....	\$178.00
4. Project Engineer	\$128.00
5. EIT.....	\$ 81.00
6. Sr. Engineering Technician.....	\$ 91.00
7. Engineering Technician.....	\$ 83.00
8. CADD Technician.....	\$52.00
9. Administration/Clerical.....	\$64.00

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the ***County***.
4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services or as otherwise set forth in an applicable Work Authorization.

The number of days expiring from the date of submittal to **County** of a complete work product to the date the review is finished and comments returned to **Engineer** shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for **Engineer** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, **Engineer** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, **Engineer** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to **County** as a pre-condition to final payment.
3. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
4. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

Procedures for **Engineer** to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, **Engineer** shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to **County**, but shall be retained by **Engineer** unless requested by **County**.
2. During the period of suspension, **Engineer** may submit the above-referenced statement to **County** for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for **Engineer** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Engineer's** Notice of Termination, **Engineer** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to its books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, **Engineer** agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **Engineer** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by **County** shall not relieve or decrease the liability of **Engineer** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. **Engineer** shall furnish **County** with a certification of coverage issued by the insurer. **Engineer** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the **County**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation 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 under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR AN APPLICABLE WORK AUTHORIZATION, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

Scope of Services

Forest North Neighborhood Drainage Study

June - 2011

1. Study the current drainage patterns in the neighborhood and provide maps and written information to explain the patterns.
 - a. Project Mapping
 - i. Engineer will work with the County to gather current GIS and mapping data including LIDAR, parcel and ROW data, and current aerial images. Engineer will then compile and create a base map for the project area.
 - ii. Engineer will map the map the public survey responses with IDs.
 - iii. Engineer will delineate basin boundaries.
 - iv. Inventory and condition evaluation of all existing hydraulic structures and features. Engineer will create and Excel inventory of all hydraulic structures including a structure ID, location, size, material and condition. The inventory will be keyed to the map. Engineer will also validate hydrologic basin mapping through the inventory process.
 - v. Meet with affected property owners to discuss specific drainage conditions and concerns.
 - b. Hydrologic Analysis
 - i. Engineer will create a geo-referenced hydrologic model of the existing conditions using HEC-HMS 3.4.
 - ii. Engineer will create a proposed conditions model(s) to evaluate various improvements.
 - c. Hydraulic Analysis
 - i. Engineer will create existing conditions hydraulic models of system components using HY-8 and HEC-RAS 4.1.0.
 - ii. Engineer will create a proposed conditions model(s) to evaluate various improvements. Engineer will prepare multiple alternatives for some improvements.
 - d. Drainage report
 - i. Engineer will perform a site visit to validate modeling.
 - ii. Engineer will prepare a report to summarize
2. Provide suggestions with estimated costs to solve the existing drainage problems, with the understanding that the county does not have the funds to install curb and gutter improvements throughout the area.
 - a. Engineer will create an evaluation matrix to select and support project prioritization.
 - b. Following project evaluation Engineer will create a detailed project priority list and accompanying cost estimates.
 - c. The above tasks are assumed to include five (5) meeting with County staff.

3. Present the report in two public meetings.
 - a. Engineer will present the report methodologies and results in a public meeting. Engineer will request that the public complete the project evaluation matrix and provide input on the report.
 - b. Engineer will review the report based on the public feedback and discuss possible amendments with the County. Engineer will complete any revisions and present the final report at a second public meeting.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

Commissioners Court - Regular Session**19.****Meeting Date:** 08/23/2011

Chief Appraiser, Williamson Central Appraisal District

Submitted For: Alvin Lankford, Chief Appraiser**Submitted By:** Kathryn Morehouse, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Agenda Item

Hear presentation from Alvin Lankford, Williamson Central Appraisal District Chief Appraiser, regarding 2011 certified values for the County.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/15/2011 10:42 AM
Form Started By: Kathryn Morehouse		Started On: 08/12/2011 01:45 PM
	Final Approval Date: 08/15/2011	

Commissioners Court - Regular Session**21.****Meeting Date:** 08/23/2011

11WC911 CR 174 at Brushy Creek Change Order No 1

Submitted By: Tiffany McConnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider approving Change Order No. 1 in the amount of \$170.30 for CR 174 @ Brushy Creek (Hairy Man Rd.), a Road Bond Project in Precincts One and Three.

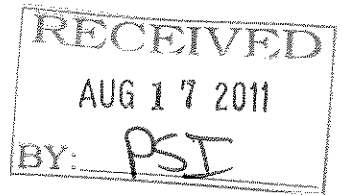
Background

This Order provides for balancing the overrun / underrun contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

AttachmentsCR 174 @ Brushy Creek CO #1**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 10:25 AM
Form Started By: Tiffany McConnell		Started On: 08/17/2011 10:55 PM
	Final Approval Date: 08/18/2011	

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1



1. CONTRACTOR: Patin Construction, LLC
2. Change Order Work Limits: Sta. 4+00 to Sta. 5+35
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2C (3 Max. - In order of importance - Primary first)

Project:	<u>11WC911</u>
Roadway:	<u>CR 174 @ Brushy Creek</u>
Purchase Order Number:	<u></u>

5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). Adjustment of quantities to match field conditions.

6. Work to be performed in accordance with Items: N/A
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i> THE CONTRACTOR Date <u>8/15/11</u> By <u>[Signature]</u> Typed/Printed Name <u>Tim Patin</u> Typed/Printed Title <u>President</u>	The following information must be provided Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u> Amount added by this change order: <u>\$170.30</u>

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 8/16/11
Project Manager Date

N/A
Design Engineer Date

[Signature] 8/17/2011
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

CHANGE ORDER NUMBER: 1 Project # 11WC911

[illegible]

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**CR 174 @ Brushy Creek
Williamson County Project No. 11WC911**

Change Order No. 1

Reason for Change

This Change Order provides for balancing the overrun / underrun contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

This Change Order results in a net increase of \$170.30 to the Contract amount, for an adjusted Contract amount of \$186,543.30. The original Contract amount was \$186,373.00. As a result of this and all Change Orders to date, \$170.30 has been added to the Contract, resulting in a 0.1% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session**22.****Meeting Date:** 08/23/2011

2006 Road Bond Transfer Request

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Agenda Item

Consider authorizing 2006 road bond transfer per recommendation of Mike Weaver, Road Bond Manager to move \$8,000,000.00 from Chandler 3B (P175) to Chandler 3A (P247).

Background

The purpose to move these funds is to separate the two phase of Chandler Road for accounting reasons.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 10:25 AM
Form Started By: Pam Navarrette		Started On: 08/18/2011 10:07 AM
	Final Approval Date: 08/18/2011	

Commissioners Court - Regular Session

23.

Meeting Date: 08/23/2011

Chandler IIIA Contract

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with WALLACE SEGGERN for ROW needed on Chandler IIIA. (PARCEL 18)

Background

Attachments

[Seggern Contract](#)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Charlie Crossfield		Started On: 08/18/2011 10:41 AM
	Final Approval Date: 08/18/2011	

REAL ESTATE CONTRACT
Chandler Road (Section IIIA)--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between WALLACE SEGGERN (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 7.504 acre tract of land, more or less, located in the Silas Palmer Survey, Abstract No. 499, and the James Eaves Survey, Abstract No. 213 in Williamson County, Texas, being out of a called 482.58 acres conveyed in a Warranty Deed from H.A. Bennett, et al., to Wallace Seggern, dated December 19, 1978 and recorded in Volume 742, Page 295, of the Deed Records of Williamson County, Texas, the same being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 18)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", and for any damages or cost to cure the remaining property of Seller, shall be the sum of NINETY THOUSAND AND FORTY EIGHT and 00/100 Dollars (\$90,048.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct driveway connections between the edge of the proposed Chandler Road improvements to be constructed on the Property and the remaining property of Seller in the locations and according to the notes and specifications as shown on Exhibit "B" incorporated herein and attached hereto, or at other locations agreed to between Seller and Purchaser prior to completion of construction of the roadway improvements. Any such locations must otherwise comply with the development rules of Williamson County, or other applicable jurisdiction governing driveway installation, at the time of construction.

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

The Property herein is being conveyed to Purchaser under threat of condemnation.

PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT AND IN THE DEED TO BE DELIVERED AT CLOSING. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN BY SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT. PURCHASER HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before the 45th day from the effective date of this Contract, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", all free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted at Purchaser's expense;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record. If Purchaser terminates this Contract, then Purchaser shall promptly execute a release of the memorandum of this Contract in recordable form at the request of Seller.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:

Wallace Seggern
Wallace Seggern

Address: 3400 CR 409
TAYLOR, TX. 76574

PURCHASER:

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

STATE OF TEXAS
COUNTY OF WILLIAMSON

June 1, 2005

TRACT EIGHTEEN - 7.504 ACRES

These notes describe that certain tract of land located in **SILAS PALMER SURVEY, ABSTRACT NO. 499** and **JAMES EAVES SURVEY, ABSTRACT NO. 213**, in Williamson County, Texas; subject tract being part of and out of a called "482.58 Acres" conveyed in an Warranty Deed from H. A. Bennett, et al, to Wallace Seggern, dated 12-19-78 and recorded in Volume 742, Page 295, of the Deed Records of Williamson County, Texas, (DRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 1, 2005; subject tract being more fully described as follows:

COMMENCING at a 1/2" Iron Rod found (N: 10196796.2080, E: 3189371.4940), being the Northwest corner of a called "71 Acres" conveyed in a Warranty Deed with Vendor's Lien from J. A. Wolbrueck, et ux, to Julius A. Wolbrueck, Jr., et ux, dated 12-13-77 and recorded in Volume 694, Page 24, (DRWC); same being in the South line of a called "192.156 Acres" conveyed in a Warranty Deed with Vendor's Lien from J. A. Wolbrueck, et ux, to Julius A. Wolbrueck, Jr., et ux, dated 12-13-77 and recorded in Volume 694, Page 24, (DRWC); **THENCE** North 68°33'36" East, with a line for the common line of said "71 Acres" and said "192.156 Acres", a distance of 1921.34 feet, to a Calculated Corner, being the Northeast corner of said "71 Acres", same being the Southeast corner of said "192.156 Acres", same being in the West line of said "482.58 Acres", same being an exterior corner of subject tract, same being the **POINT OF BEGINNING**;

THENCE South 21°26'24" East, with a line for the common line of said "71 Acres" and said "482.58 Acres", a distance of 29.98 feet, to a Calculated Corner, being in the West line of said "482.58 Acres", same being in the East line of said "71 Acres", same being the Southwest corner of subject tract;

THENCE with a curve to the right, having the following characteristics:

Chord Bearing	North 84°44'03" East
Chord Distance	1629.77 feet
Delta	19°08'45"
Radius	4900.00 feet
Arc Length	1637.38 feet, to a Calculated Corner, being in the East

line of said "482.58 Acres", same being in the West line of a called "100 Acres" conveyed in a Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, of the Official Public Records of Williamson County, Texas, (OPRWC); same being the Southeast corner of subject tract;

THENCE North 21°26'24" West, with a line for the common line of said "482.58 Acres" and said "100 Acres", a distance of 221.04 feet, to a Calculated Corner, being in the East line of said "482.58 Acres", same being in the West line of said "100 Acres", same being the Northeast corner of subject tract;

THENCE with a curve to the left, having the following characteristics:

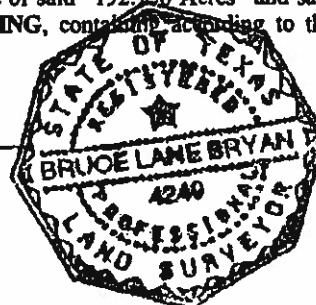
Chord Bearing	South 84°03'53" West
Chord Distance	1624.38 feet
Delta	18°19'37"
Radius	5100.00 feet
Arc Length	1631.32 feet, to a Calculated Corner, being in the West

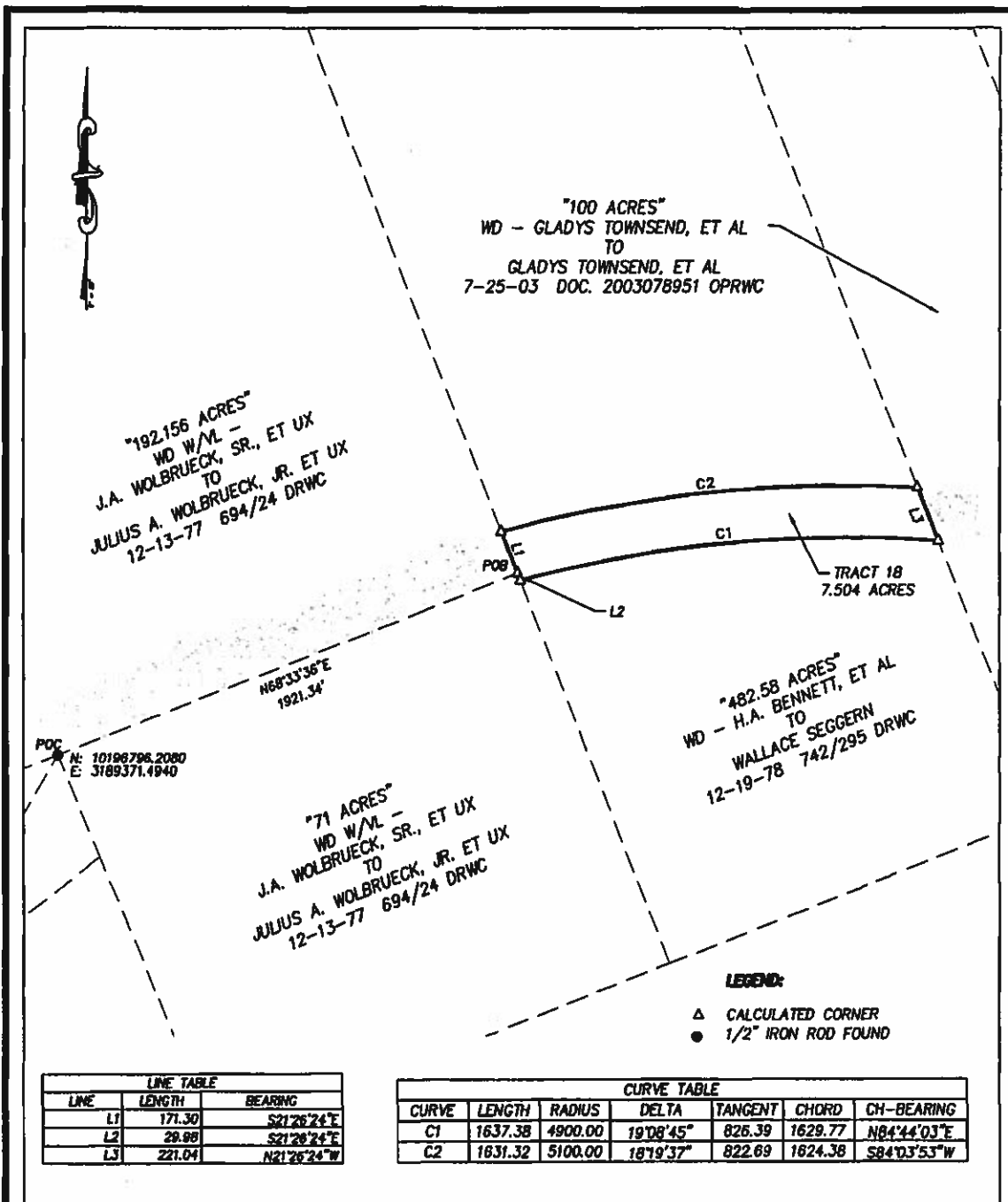
line of said "482.58 Acres", same being in the East line of said "192.156 Acres", same being the Northwest corner of subject tract;

THENCE South 21°26'24" East, with a line for the common line of said "192.156 Acres" and said "482.58 Acres", a distance of 171.30 feet, to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of 7.504 Acres.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249





NOTES:

1.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

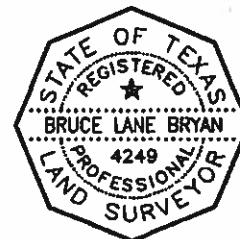
2.) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, NAD 83 (93). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.

3.) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRUCE L. BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249, STATE OF TEXAS

01-25-07
DATE



PAGE 1 OF 1
REFERENCE FIELD NOTE NO. 1



BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
512-365-2526 (Fax)
surveying@btsinc.com

RIGHT-OF-WAY DRAWING
SHOWING THE PROPERTY OF:

WALLACE SEGGERN



CHANDLER ROAD 3A - PARCEL 18 EXHIBIT

JANUARY 24, 2011

HNTB

THE FIRM REG. NO. 430

WILLIAMSON COUNTY

1992

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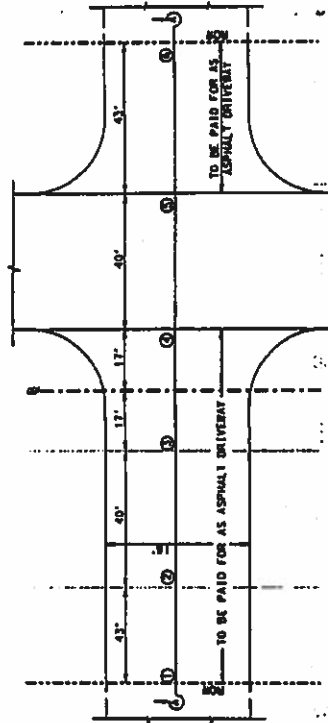
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01-11-10

DRIVEWAY SUMMARY TABLE

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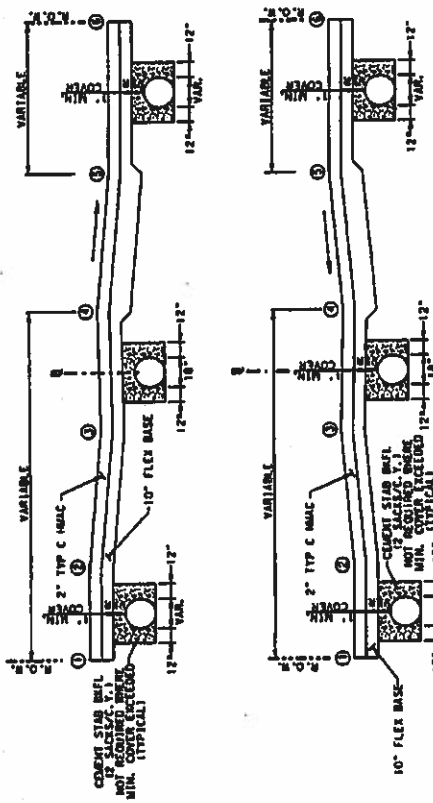
CONSTRUCTION FASEMENT REQUIRED



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SEE SHEET #1 "DRIVEWAY CULVERT & MEDIAN
INLET/LATERAL HYDRAULIC DATA" FOR DRIVEWAY
FLOW DATA



SECTION A-A
DRIVEWAY DETAIL
M15

S. D. KALLMAN, L.P.
Engineers and Environmental Consultants
1000 Farm Neighborhood No. T-516
1100 South May, Suite 800
Round Rock, TX 78664
Phone (512) 218-4104
Fax: (512) 218-1668

DATE: APR. 2010

PLAN REVISIONS		DATE OF
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0102/01/8

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SPECIAL WARRANTY DEED
Chandler Road(Phase IIIA)--Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Chandler Road improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That WALLACE SEGGERN, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 7.504 acre tract of land, more or less, located in the Silas Palmer Survey, Abstract No. 499, and the James Eaves Survey, Abstract No. 213 in Williamson County, Texas, being out of a called 482.58 acres conveyed in a Warranty Deed from H.A. Bennett, et al., to Wallace Seggern, dated December 19, 1978 and recorded in Volume 742, Page 295, of the Deed Records of Williamson County, Texas, the same being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 18)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Chandler Road, but shall not be used or exported from the Property for any other purpose.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT AND IN THE DEED TO BE DELIVERED AT CLOSING. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN BY GRANTOR, EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2011.

GRANTOR:

Wallace Seggern

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Wallace Seggern, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

STATE OF TEXAS
COUNTY OF WILLIAMSON

June 1, 2005

TRACT EIGHTEEN - 7.504 ACRES

These notes describe that certain tract of land located in **SILAS PALMER SURVEY, ABSTRACT NO. 499** and **JAMES EAVES SURVEY, ABSTRACT NO. 213**, in Williamson County, Texas; subject tract being part of and out of a called "482.58 Acres" conveyed in an Warranty Deed from H. A. Bennett, et al, to Wallace Seggern, dated 12-19-78 and recorded in Volume 742, Page 295, of the Deed Records of Williamson County, Texas, (DRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 1, 2005; subject tract being more fully described as follows:

COMMENCING at a ½" Iron Rod found (N: 10196796.2080, E: 3189371.4940), being the Northwest corner of a called "71 Acres" conveyed in a Warranty Deed with Vendor's Lien from J. A. Wolbrueck, et ux, to Julius A. Wolbrueck, Jr., et ux, dated 12-13-77 and recorded in Volume 694, Page 24, (DRWC); same being in the South line of a called "192.156 Acres" conveyed in a Warranty Deed with Vendor's Lien from J. A. Wolbrueck, et ux, to Julius A. Wolbrueck, Jr., et ux, dated 12-13-77 and recorded in Volume 694, Page 24, (DRWC); **THENCE** North 68°33'36" East, with a line for the common line of said "71 Acres" and said "192.156 Acres", a distance of 1921.34 feet, to a Calculated Corner, being the Northeast corner of said "71 Acres", same being the Southeast corner of said "192.156 Acres", same being in the West line of said "482.58 Acres", same being an exterior corner of subject tract, same being the **POINT OF BEGINNING**;

THENCE South 21°26'24" East, with a line for the common line of said "71 Acres" and said "482.58 Acres", a distance of 29.98 feet, to a Calculated Corner, being in the West line of said "482.58 Acres", same being in the East line of said "71 Acres", same being the Southwest corner of subject tract;

THENCE with a curve to the right, having the following characteristics:

Chord Bearing	North 84°44'03" East
Chord Distance	1629.77 feet
Delta	19°08'45"
Radius	4900.00 feet
Arc Length	1637.38 feet, to a Calculated Corner, being in the East

line of said "482.58 Acres", same being in the West line of a called "100 Acres" conveyed in a Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, of the Official Public Records of Williamson County, Texas, (OPRWC); same being the Southeast corner of subject tract;

THENCE North 21°26'24" West, with a line for the common line of said "482.58 Acres" and said "100 Acres", a distance of 221.04 feet, to a Calculated Corner, being in the East line of said "482.58 Acres", same being in the West line of said "100 Acres", same being the Northeast corner of subject tract;

THENCE with a curve to the left, having the following characteristics:

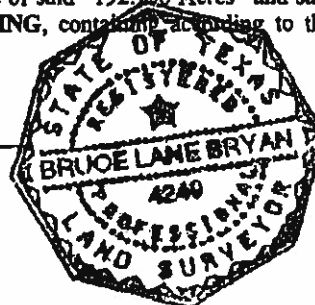
Chord Bearing	South 84°03'53" West
Chord Distance	1624.38 feet
Delta	18°19'37"
Radius	5100.00 feet
Arc Length	1631.32 feet, to a Calculated Corner, being in the West

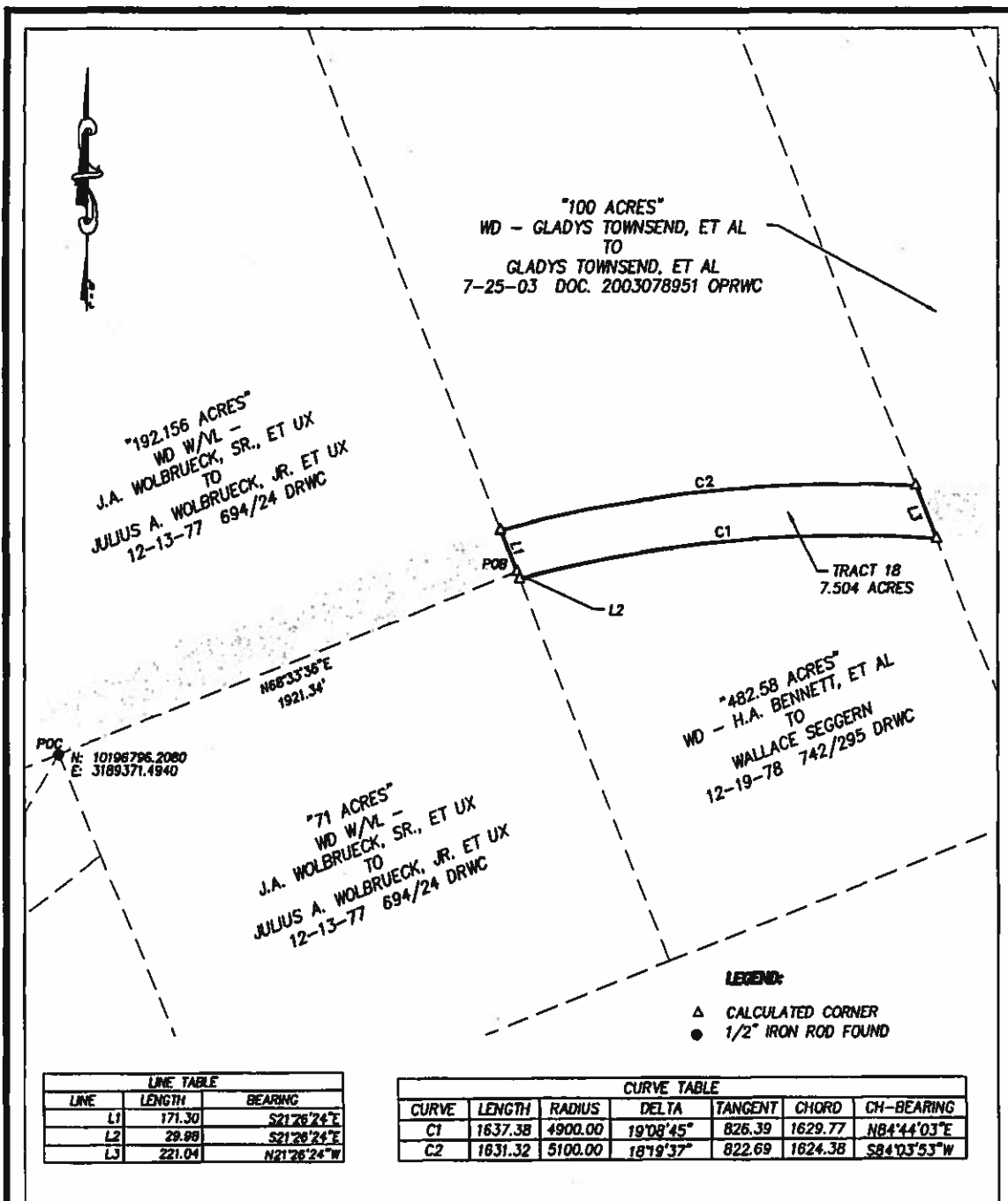
line of said "482.58 Acres", same being in the East line of said "192.156 Acres", same being the Northwest corner of subject tract;

THENCE South 21°26'24" East, with a line for the common line of said "192.156 Acres" and said "482.58 Acres", a distance of 171.30 feet, to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of 7.504 Acres.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249





NOTES:

1.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

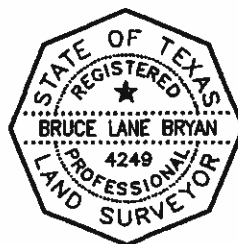
2.) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, NAD 83 (83). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.

3.) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Bey
BRUCE L. BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249, STATE OF TEXAS

01-25-07
DATE



PAGE ____ OF ____
REFERENCE FIELD NOTE NO. ____



BRYAN TECHNICAL SERVICES, INC.
P.O. BOX 1371
TAYLOR, TEXAS 76574
512-363-2524
512-365-2526 (Fax)
surveying@austin.rr.com

RIGHT-OF-WAY DRAWING
SHOWING THE PROPERTY OF:

WALLACE SEGGERN

Commissioners Court - Regular Session**24.****Meeting Date:** 08/23/2011

CR 138 Drainage Easement

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider authorizing County Judge to execute a letter agreement with John and Brenda Lapaglia for a drainage easement needed on CR 138.

Background

AttachmentsLapaglia Letter Agreement**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Charlie Crossfield		Started On: 08/18/2011 10:43 AM
	Final Approval Date: 08/18/2011	

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

August 11th, 2011

John & Brenda Lapaglia
1650 CR 138
Hutto, TX 78634-5118

RE: Williamson County--CR 138 improvement project
Drainage Easement acquisition--Parcel 3E (368 SF)

Dear Mr. and Mrs. Lapaglia:

As you are aware, our law firm represents Williamson County ("County") in the acquisition of certain drainage easement interests required for the construction of improvements to CR 138 and related drainage in the area of our property. Please allow this letter to set out my understanding regarding our agreement for the County's purchase of a drainage easement necessary for the construction of this project.

In return for granting a drainage easement in and to approximately 368 square feet, Williamson County will pay the sum of \$1,000.00. The form of the drainage easement will be as shown in Exhibit "A" attached. Any existing fencing on your property which is disturbed by Williamson County or its contractors during the construction of the drainage improvements in the easement area or the adjacent CR 138 roadway improvements will be restored as near as practicable to its prior condition as part of the construction project.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this signed by the County Judge and processed for payment as quickly as possible.

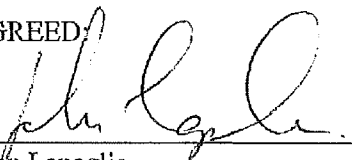
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Sincerely,



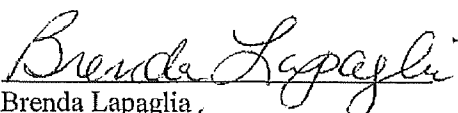
Don Childs
Sheets & Crossfield, P.C.

AGREED:



John Lapaglia

Date: 8/12/11



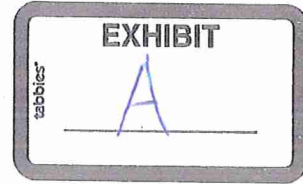
Brenda Lapaglia

Date: 8/12/11

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis, County Judge

Date: _____



DRAINAGE EASEMENT
CR 138

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That JOHN LAPAGLIA and BRENDA LAPAGLIA, and their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described property:

All of that certain 368 square feet of land in the John Caruthers Survey, Abstract No. 127 in Williamson County, Texas; said 368 square foot tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all intents and purposes hereunto and in any wise pertaining.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging,

and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and drainage and for making connections therewith.

Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2011.

GRANTOR:



John Lapaglia

Brenda Lapaglia

ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ § **KNOW ALL BY THESE PRESENTS:**
§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2011, by John Lapaglia and Brenda Lapaglia, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, Texas 78664

Commissioners Court - Regular Session**25.****Meeting Date:** 08/23/2011

SH 195 Contract

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with James Earl Johnson for ROW needed on SH 195. (PARCEL 117)

Background

AttachmentsSH 195 Johnson Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Charlie Crossfield		Started On: 08/18/2011 10:47 AM
	Final Approval Date: 08/18/2011	

REAL ESTATE CONTRACT

SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JAMES EARL JOHNSON, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.147 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 117).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibits "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of EIGHT THOUSAND THREE HUNDRED EIGHT and 00/100 Dollars (\$8,308.00).

2.01.1 As additional compensation for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property, Purchaser shall pay the amount of ONE THOUSAND SIX HUNDRED SEVENTY FOUR and 00/100 Dollars (\$1,674.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before May 30, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "B" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

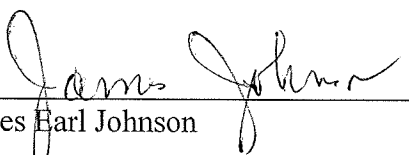
Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County

SELLER:


James Earl Johnson

Date: 6-11-10

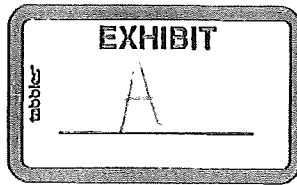
Address: 18185 Stillman Valley
Florence Tex 76527

PURCHASER:

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



Page 1 of 4
May 29, 2009

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSJ: 0440-02-012

Legal Description Parcel 117

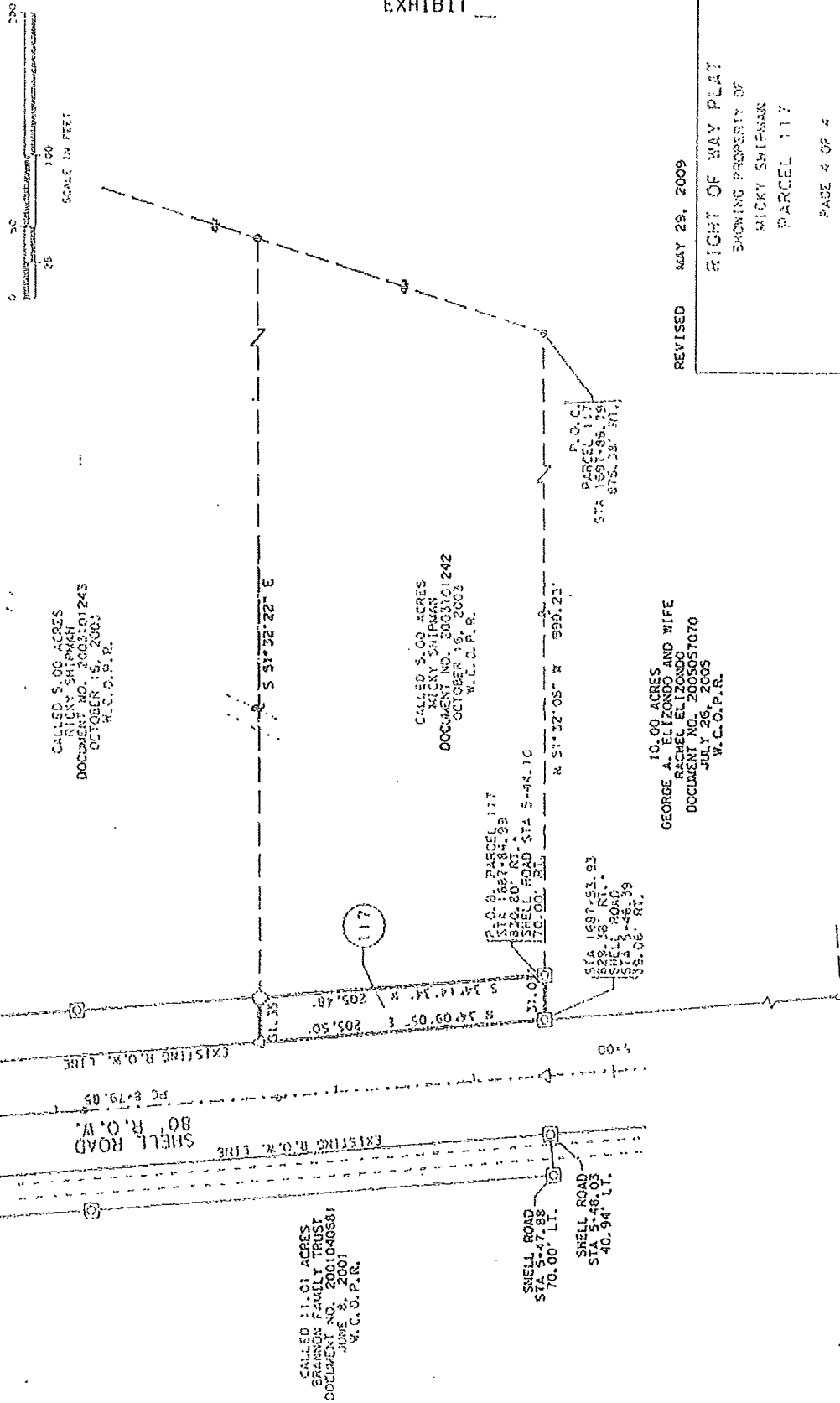
BEING a 0.147 acre (6,391 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 0.147 acre tract of land is out of and a part of a 5.00 acre tract of land conveyed by Mark A. Shelton and wife, Jamie L. Shelton to Micky Shipman by deed recorded October 16, 2003 as Document No. 2003101242 of the Official Public Records of Williamson County, Texas, said 0.147 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the south corner of the above referenced 5.00 acre tract of land and for an east corner of a 10.00 acre tract of land conveyed by Mark A. Shelton and Jamie L. Shelton to George A. Elizondo and wife, Rachel Elizondo by deed recorded July 26, 2005 as Document No. 2005057070 of the Official Public Records of Williamson County, Texas, said rod is located 875.38 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1697+86.79;

THENCE North 51° 32' 08" West with the southwest line of the said 5.00 acre tract for a distance of 990.23 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set in the proposed south right of way line of Shell for the POINT OF BEGINNING of the herein described tract, said rod is located 830.80 feet right of Proposed SH 195 Baseline Station 1687+84.99 of the proposed SH 195 alignment;

1. THENCE North 51° 32' 08" West continuing with the proposed right of way line for a distance of 31.03 feet to a TxDOT Type II concrete monument set in the existing south right of way line of Shell Road (80 feet ROW), said monument is located 829.38 feet right of Proposed SH 195 Baseline Station 1687+53.93;
2. THENCE North 34° 09' 05" East with the existing south right of way line of Shell Road for a distance of 205.50 feet to a calculated point for the north corner of said 5.00 acre tract;

W. ROBERTS SURVEY, A-524

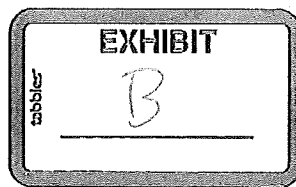


EXHIBIT

REVISED MAY 29, 2009
 RIGHT OF WAY PLAT
 SHOWING PROPERTY OF
 RICKY SHIPMAN
 PARCEL 117
 PAGE 4 OF 4

ROW CDU NO. 0440-02-012
 STATE HIGHWAY 125 WILLIAMSON COUNTY, TEXAS
 RICKY SHIPMAN
 6810 LEE ROAD SPRING, TX 77379
 (281) 379-6388
 SCALE: 1"=100' MARCH 7, 2007

Parcel 117
CSJ: 0440-02-012



SPECIAL WARRANTY DEED
SH 195 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed State Highway 195 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, JAMES EARL JOHNSON, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.147 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 117).

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

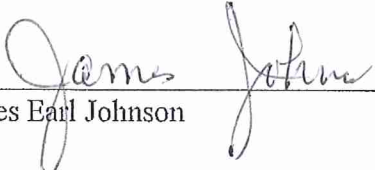
Grantors reserve all of the oil, gas and other minerals and all subsurface water, in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH 195, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 11th day of June, 2010.

GRANTOR:


James Earl Johnson

ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF Texas

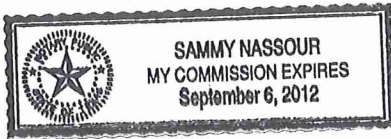
§

COUNTY OF Williamson

§

§

This instrument was acknowledged before me on this the 11th day of June, 2010 by James Earl Johnson, in the capacity and for the purposes and consideration recited herein.



SR

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**26.****Meeting Date:** 08/23/2011

Audit ESD Number 10 08/23/2011

Submitted For: Kathy Wierzowiecki**Submitted By:**

Lisa Moore, County Auditor

Department: County Auditor**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss and consider approving the Williamson County Auditor's Office to conduct and report on the financial status of ESD #10, and to charge the ESD approximately \$1,000 for costs incurred as required by the Health and Safety Code 775.082.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/15/2011 10:42 AM
Form Started By: Lisa Moore		Started On: 08/11/2011 01:24 PM
	Final Approval Date: 08/15/2011	

Commissioners Court - Regular Session**27.****Meeting Date:** 08/23/2011

authorizing advertisement and setting date for Asphalt Emulsion Prime

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Agenda Item

Consider authorizing advertising and setting date of September 13, 2011 at 2PM in the Purchasing Department to receive bids for Asphalt Emulsion Prime # 12WCA045 for Road and Bridge Department.

Background

AttachmentsAEP Bid Package**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Kerstin Hancock		Started On: 08/18/2011 11:38 AM
	Final Approval Date: 08/18/2011	



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

ASPHALT EMULSION PRIME

BID NUMBER: 12WCA045

BIDS MUST BE RECEIVED ON OR BEFORE: SEPTEMBER 13, 2011 - 1:30 P.M.
BIDS WILL BE PUBLICLY OPENED: SEPTEMBER 13, 2011 - 2:00 P.M.

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **1:30 PM on Tuesday, September 13, 2011**. Bids will be publicly opened at 2:00 PM or soon thereafter in the Williamson County Purchasing Department, 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 Department, 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 not acceptable

BID REQUIREMENTS

SUBMITTAL: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set **AND** 1 CD with the bid set). The bid set should be marked "original". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. The CD should have the same documents as the original.

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

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 in the last five (5) years. Include name of firm, address, telephone number and name of representative.

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

FORMS: All bids will be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may 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: A primary, secondary, third, and fourth award may be made for this bid. 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 governments under the Texas Local Government Code.

Option – 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, Terron Evertson, Director of Road and Bridge Division, 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 Contract Period is from date of award through September 30, 2012.

Possible extensions include:

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

ECONOMIC ADJUSTMENT: The awarded Vendor may submit a request for a contract pricing adjustment for approval by the County if the Vendor can show just cause substantiating an adjustment. The Vendor's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer that explains the price adjustment, effective date, and any other details requested by the Purchasing Office.

An adjustment request will be effective after approval of Commissioner's Court. Until then the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources.

Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendors risk.

Pricing must remain firm for the first three (3) months of the initial contract period. Any price adjustment may not exceed ten (10) % of the previous price.

BID CONTACTS

TECHNICAL CONTACT:

J. Terron Evertson, P.E.
3151 SE Inner Loop – Suite B
Georgetown, TX 78626
512-943-3849
tevertson@wilco.org

PURCHASING CONTACT:

Brenda Fuller
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
512-943-1607
brendafuller@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 initial term. 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.

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.

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 located on Page 7 of this Invitation for Bids. 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.

TERMINATION 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.

related to the project such as delivering equipment or materials, an amended contract will be executed which

WORKERS' COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services

Fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

BID SPECIFICATIONS

General Information

Williamson County is seeking qualified companies to provide Asphalt Emulsion Prime (AE-P) per item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2004.

All items will be ordered on an "As Needed" basis.

The County is not obligated to purchase any minimum amount.

Testing may be performed at the request of Williamson County anytime during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meet specifications, then the cost will be borne by the County.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, and the overall cost to Williamson County. The County reserves the right to consider deviations from these specifications.

A primary, secondary, tertiary and/or quaternary award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

The County will award on a firm price "per unit" basis for a fixed period.
This price must be good from Date of the Award through September 30, 2012

F.O.B. SITES: Williamson County Central Maintenance Facility
Road and Bridge Division
3151 SE Inner Loop, Suite B
Georgetown, TX 78626

Questions regarding this bid must be submitted in writing to Brenda Fuller at brendafuller@wilco.org by 5:00PM, Tuesday, September 6, 2011.

All questions and answers will be posted on the Williamson County vendor portal at <http://wilco-online.org/ebids/bids.aspx>. Vendors are responsible for checking the vendor portal for addendums and additional information up until the bid opening date.

Definition of Terms

County: Williamson County Road and Bridge Department

Contractor: Successful bidder of the attached invitation to bid.

AE-P: Asphalt Emulsion Prime

Inspector: Employee of Williamson County that oversees the selection and is the Engineer's design .

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004.

Control of Materials

Source Control Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be reinspected in accordance with Article 6.4, "Sampling, Testing, and Inspection."

Material Quality Correct or remove materials that fail to meet the Department's requirements for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be charged to the Contractor.

Manufacturer Warranties

Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Sampling, Testing, and Inspection

Incorporate into the work only material that has been inspected, tested, and accepted by the County. Remove, at the Contractor's expense, materials from the work locations that are used without testing and approval or written permission of the Engineer.

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the County will perform testing at its expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which that has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the County for inspection expenses.

Plant Inspection and Testing

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

WILLIAMSON COUNTY BID FORM
ASPHALT EMULSION PRIME
BID NUMBER: 12WCA045

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	AE-P, TxDOT item 300	70,000	gallons		

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



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 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

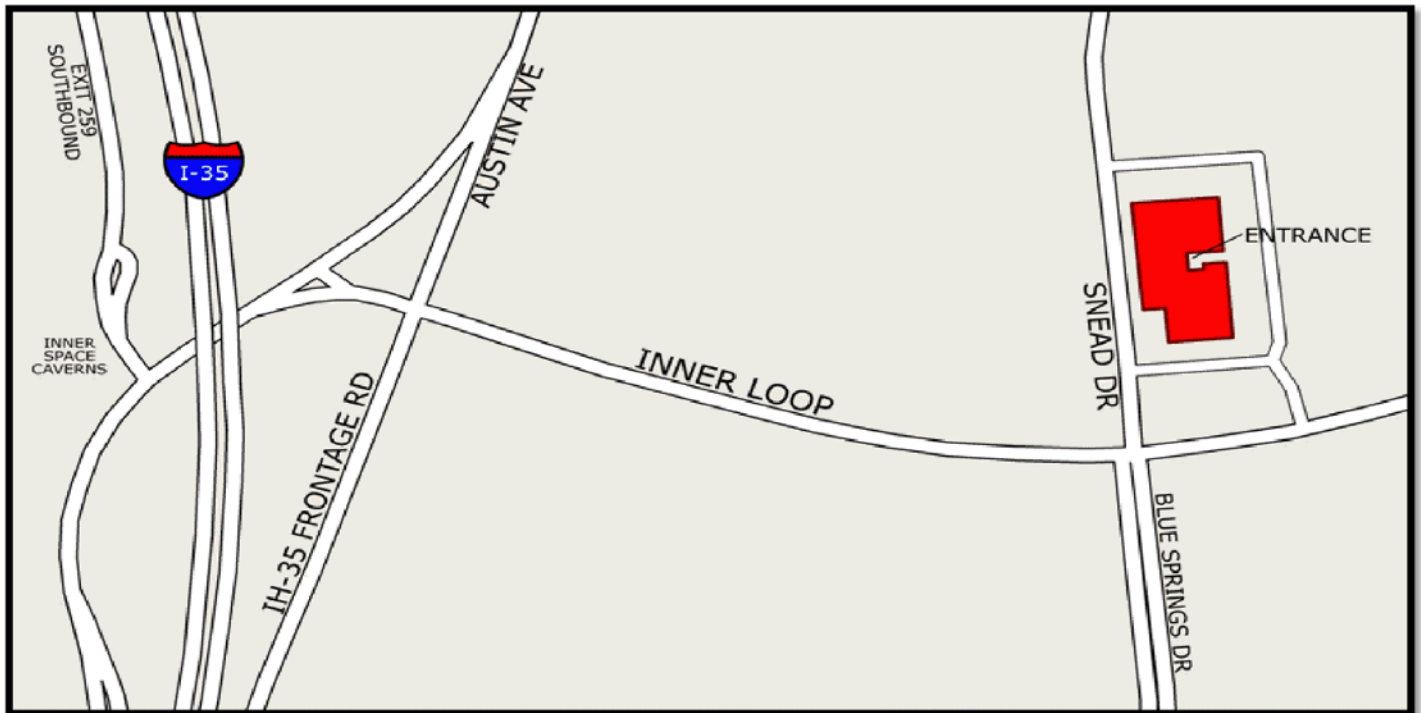
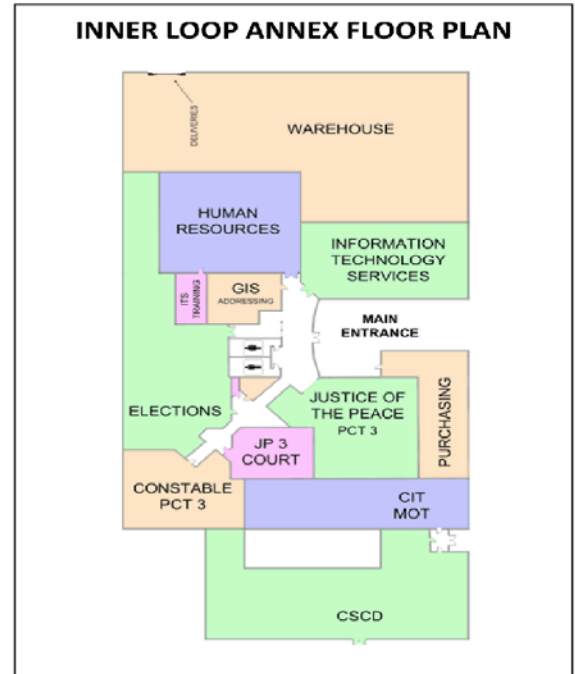
Exit 259

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



Commissioners Court - Regular Session**28.****Meeting Date:** 08/23/2011

extension of existing annual contracts for FY2012

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Agenda Item

Discuss and consider taking appropriate action on extending annual contracts for FY2012 for EMS Uniforms, EMS Medical Grade Oxygen, EMS Billing Services, Fleet OEM Ford Replacement Parts, Fleet Fuel.

Background

The bids being recommended for renewal allow for a CPI increase at renewal time. The CPI tied to these renewals is the one for March 2011 which was posted at 2.7%. Information received indicates that the CPI is rising and a re-bid at this time would likely result in increased costs. (The most current CPI for July was 3.5%). The Departments are requesting renewals as they are satisfied with current vendors performance and pricing.

AttachmentsUniformsOxygenBillingPartsFuel**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/18/2011 10:26 AM
Hal Hawes	Hal Hawes	08/18/2011 10:31 AM
Jim Gilger	Jim Gilger	08/18/2011 11:54 AM
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Kerstin Hancock		Started On: 08/17/2011 11:27 AM
	Final Approval Date: 08/18/2011	

10WCA031 Uniforms for Williamson County

Miller Uniforms & Emblems, Inc. – renew with increase request of 2.7% item # 2-4, 6,8,9-13,16,25 27-42

GT Distributors, Inc. - renew with increase request of 2.7% items # 1,5,7,14,15,17-24,26

*Supporting documentation
attached*

MILLER UNIFORMS & EMBLEMS, INC.
650 CANION ST. AUSTIN, TX 78752
(512) 302-5541 (512) 302-5516 FAX

04-22-11

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Uniforms for Williamson County contract# 10WCA031 – item # 2-4, 6, 8, 9-13, 16, 25, 27-42

Ms. Hancock:

This letter is to inform Williamson County that Miller Uniforms & Emblems, Inc. wishes to renew our current contract for Uniforms for the above-referenced items with a request to increase all items by the allowable 2.7% CPI.

Attached you will find a listing of the present prices and the requested increased pricing.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

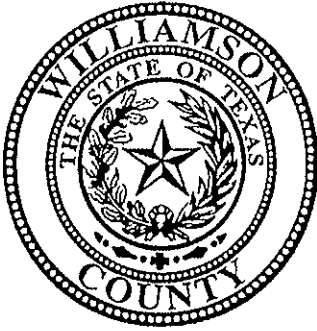
Sincerely,

A handwritten signature in cursive script that reads "Robert A. Miller".

Robert A. Miller

	ITEM DESCRIPTION	BRAND	STYLE #	SIZES	PRICE	added 2.70%
2	Uniform EMT Trouser - Men's	Blauer	8815-04	28-42	\$63.68	\$65.40
2	Uniform EMT Trouser - Men's oversize	Blauer	8815-04	44-56	\$70.06	\$71.95
2	Uniform EMT Trouser - Ladies	Blauer	8815W-04	4-18	\$63.68	\$65.40
2	Uniform EMT Trouser - Ladies oversize	Blauer	8815W-04	20-24	\$70.06	\$71.95
3	Uniform Trouser - Men's	Martins	21118	28-42	\$35.78	\$36.75
3	Uniform Trouser - Men's oversize	Martins	21118	44-56	\$39.36	\$40.42
3	Uniform Trouser - Ladies	Martins	21138	4-18	\$35.78	\$36.75
3	Uniform Trouser - Ladies oversize	Martins	21138	20-24	\$39.36	\$40.42
4	Uniform Cargo Trousers Men's	Fech	4984	28-42	\$63.68	\$65.40
4	Uniform Cargo Trousers Men's Oversize	Fech	4984	44-56	\$70.06	\$71.95
4	Uniform Cargo Trousers Ladies	Fech	4994	4-18	\$63.68	\$65.40
4	Uniform Cargo Trousers ladies Oversize	Fech	4994	20-24	\$70.06	\$71.95
6	Uniform Shirt - Men's Long Sleeve	Blauer	8431-26	14-17 1/2	\$37.25	\$38.26
6	Uniform Shirt - Men's Long Sleeve oversize	Blauer	8431-26	18-20	\$46.50	\$47.76
6	Uniform Shirt - Ladies Long Sleeve	Blauer	8431W-26	32-44	\$37.25	\$38.26
6	Uniform Shirt - Ladies Long Sleeve oversize	Blauer	8431W-26	46-48	\$46.56	\$47.82
8	Professional Polo Shirt	511	41060	XS-XXL	\$29.99	\$30.80
8	Professional Polo Shirt Oversize	511	41060T	L-5XXL TALL	\$35.99	\$36.96
9	Uniform Shirt - Short Sleeve Knit "Cool Max"	Blauer	8130-26	S-XL	\$49.50	\$50.84
9	Uniform Shirt - Short Sleeve Knit "Cool Max"	Blauer	8130-26	XXL-4XL	\$61.88	\$63.55
10	Uniform Shirt - Men's Short Sleeve	Blauer	8421-26	S-XL	\$32.50	\$33.38
10	Uniform Shirt - Men's Short Sleeve oversize	Blauer	8421-26	XXL-4XL	\$40.63	\$41.73
10	Uniform Shirt - Ladies Short Sleeve	Blauer	8421W-26	32-44	\$32.50	\$33.38
10	Uniform Shirt - Ladies Short Sleeve oversize	Blauer	8421W-26	46-48	\$40.63	\$41.73
11	Zip Pullover Shirt	Blauer	4600-04	XS-XL	\$49.50	\$50.84
11	Zip Pullover Shirt Oversize	Blauer	4600-04	2XL-4XL	\$59.40	\$61.00
12	Lightweight Commando Sweater	Blauer	205-04	S-XL	\$62.00	\$63.67
12	Lightweight Commando Sweater oversize	Blauer	205-04	XXL-4XL	\$71.30	\$73.23
13	Uniform Jacket	Blauer	6125-04	XS-XL	\$160.07	\$164.39
13	Uniform Jacket Oversize	Blauer	6125-04	2XL-4XL	\$184.29	\$189.27
16	Class A Dress Uniform Coat Men's	Fech	34891-32278	34-50	\$316.65	\$325.20
16	Class A Dress Uniform Coat Men's Oversize	Fech	34891-32278	52-60	\$348.32	\$357.72
16	Class A Dress Uniform Coat Ladies	Fech	34891-32278	34-50	\$316.65	\$325.20

	ITEM DESCRIPTION	BRAND	STYLE #	SIZES	PRICE	added 2.70%
16	Class A Dress Uniform Coat Ladies Oversize	Fech	34981-32278	52-60	\$348.32	\$357.72
25	Side Pocket Trouser Men's	Blauer	8810-04	28-42	\$63.25	\$64.96
25	Side Pocket Trouser Men's Oversize	Blauer	8810-04	44-56	\$69.58	\$71.46
25	Side Pocket Trouser Ladies	Blauer	8810W-04	4-18	\$63.25	\$64.96
25	Side Pocket Trouser Ladies Oversize	Blauer	8810W-04	20-24	\$69.58	\$71.46
27	Long Sleeve Shirt	Blauer	8141-1 (04)	XS-XXL	\$39.99	\$41.07
27	Long Sleeve Shirt Oversize	Blauer	8141-1 (04)	3XL	\$45.99	\$47.23
28	Short Sleeve Knit Shirt	Blauer	8131-1	XS-XXL	\$29.99	\$30.80
28	Short Sleeve Knit Shirt Oversize	Blauer	8131-1	3XL	\$35.99	\$36.96
29	Fleece Jacket	Blauer	4650	S-XL	\$79.50	\$81.65
29	Fleece Jacket oversize	Blauer	4650	XXL-4XL	\$91.43	\$93.90
30	EMT-P Patch Certified	Miller	Custom	N/A	\$2.89	\$2.97
31	EMT-P Patch Licensed	Miller	Custom	N/A	\$3.42	\$3.51
32	USA Flag Patch	Miller	Custom	N/A	\$1.66	\$1.70
33	Collar Rank Insignia-Cloth, Lieutenant-Embroidered Gold Bar on White Twill Background/White Embroidered Border	Miller	Custom	N/A	\$3.90	\$4.01
34	Collar Rank Insignia-Cloth Captain-Embroidered Gold Bars on White Twill Background/White Embroidered Border	Miller	Custom	N/A	\$3.90	\$4.01
35	Collar Rank Insignia-Cloth Embroidered Gold Single Star on White Twill Background/White Embroidered Border-custom	Miller	Custom	N/A	\$3.90	\$4.01
36	Collar Rank Insignia-Cloth Embroidered Gold Double Star on White Twill Background/White Embroidered Border-custom	Miller	Custom	N/A	\$4.90	\$5.03
37	Collar Rank Insignia-cloth Embroidered Gold Triple Star on White Twill Background/White Embroidered Border-custom	Miller	Custom	N/A	\$4.90	\$5.03



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

<http://www.wilco.org/purchasing>

September 22, 2009

Miller Forms & Emblems Inc.
650 Canion St.
Austin, TX 78752

RE: Bid/Contract # 10WCA031- Uniforms for Emergency Medical Services
Personnel
Award on items: 2, 3, 4, 6, 8, 9-13, 16, 25, 27-42

Dear Mr. Miller,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Uniforms for Emergency Medical Services Personnel to your company as indicated above for the contract period October 1, 2009 through September 30, 2010. Your contract number is 10WCA031.

The bid tabulation is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1607 or email me at barrybecker@wilco.org.

Thank you again for your participation.

Sincerely,

Barry Becker

Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
UNIFORMS FOR EMERGENCY MEDICAL SERVICES PERSONNEL
BID NUMBER: 10WCA031

NAME OF BIDDER: Miller Uniforms + Emblems Inc.

Mailing Address: 650 Canyon St.

City: Austin State: TX Zip: 78752

Email Address: bob.miller@millervniforms.com

Telephone: (512) 302-5541 Fax: (512) 302-5516

Mobile Phone: (512) 659-6005

UNIFORMS

Item#	Description	Brand Bid	Style Number	Sizes	Price Each
1	Uniform Shirts long sleeve	Elbeco	P877/P801	14-17 1/2	38.25
	Uniform Shirts long sleeve Oversize	Elbeco	P877/P801	18-20	47.81
	Uniform Shirts short sleeve	Elbeco	P867/P811	3-XL	34.50
	Uniform Shirts short sleeve Oversize	Elbeco	P867/P811	XXL-4XL	43.13
2	EMT Trousers Men's	Blaver	8815-04	28-42	63.68
	EMT Trousers Men's Oversize	Blaver	8815-04	44-56	70.06
	EMT Trousers Ladies	Blaver	8815W-04	4-18	63.68
	EMT Trousers Ladies Oversize	Blaver	8815W-04	20-24	70.06
3	Uniform Trousers Men's	Martins	21118	28-42	35.78
	Uniform Trousers Men's Oversize	Martins	21118	44-56	39.36
	Uniform Trousers Ladies	Martins	21138	4-18	35.78
	Uniform Trousers Oversize	Martins	21138	20-24	39.36
4	Uniform Cargo Trousers Men's	Fech	4984	28-42	63.68
	Uniform Cargo Trousers Men's Oversize	Fech	4984	44-56	70.06
	Uniform Cargo Trousers Ladies	Fech	4994	4-18	63.68
	Uniform Cargo Trousers Ladies Oversize	Fech	4994	20-24	70.06
5	TDU Pants Men's	511	74003-724	XS - XXL Sht. Reg. Lng.	39.99
	TDU Pants Men's Oversize	511	74003-724	XXXL - 4XL Sht. Reg. Lng.	44.99
	TDU Pants Ladies	511	64359-724	2 - 20 Reg. Lng.	39.99
	TDU Pants Ladies Oversize	511	64359-724	2 - 20 Reg. Lng.	39.99
6	Long Sleeve Shirt Men's	Blaver	8431-26	14-17 1/2	37.25
	Long Sleeve Shirt Men's Oversize	Blaver	8431-26	18-20	46.56
	Long Sleeve Shirt Women's	Blaver	8431W-26	32-44	37.25
	Long Sleeve Shirt Women's Oversize	Blaver	8431W-26	46-48	46.56

new sample

new sample

new sample

new sample

Item#	Description	Brand Bid	Style Number	Sizes	Price Each
7	Polostyle Pullover Shirt	Port Auth.	K420P	S-XL	36.47
	Polostyle Pullover Shirt Oversize	Port Auth.	K420P	2XL-4XL	39.80
8	Professional Polo Shirt	511	41060	XS-XXL	29.99
	Professional Polo Shirt Oversize	511	41060T	L-5XL TALL	35.99
9	Short Sleeve Knit Shirt	Blaver	8130-26	XS-XL	49.50
	Short Sleeve Knit Shirt Oversize	Blaver	8130-26	2XL-4XL	61.88
10	Short Sleeve Shirt Men's	Blaver	8421-26	S-XL	32.50
	Short Sleeve Shirt Men's Oversize	Blaver	8421-26	2XL-4XL	40.63
	Short Sleeve Shirt Ladies	Blaver	8421W-26	32-44	32.50
	Short Sleeve Shirt Ladies Oversize	Blaver	8421W-26	46-48	40.63
11	Zip Pullover Shirt	Blaver	4600-04	XS-XL	49.50
	Zip Pullover Shirt Oversize	Blaver	4600-04	2XL-4XL	59.40
12	Lightweight Commando Sweater	Blaver	205-04	XS-XL	62.00
	Lightweight Commando Sweater Oversize	Blaver	205-04	2XL-4XL	71.30
13	Uniform Jacket	Blaver	6125-04	XS-XL	160.07
14	Dress Gloves	Premier	P7004, P7005 P7006, P7008	5-XL	6.95
15	Uniform Tie	S. Broome	4000, 4001 4002, 4003	SM. Med. Lrg. X-Lrg.	5.41 6.78
16	Class A Dress Uniform Coat Men's	Fech	34891-32278	34-50	316.65
	Class A Dress Uniform Coat Men's Oversize	Fech	34891-32278	52-60	348.32
	Class A Dress Uniform Coat Ladies	Fech	34891-32278	34-50	316.65
	Class A Dress Uniform Coat Ladies Oversize	Fech	34891-32278	52-60	348.32
17	Dress Patent Leather Belt	Dutyman	1631U	26-58	23.20
18	Plain Leather Belt	Dutyman	1611U	26-58	21.20
19	Dress Patent Leather Shoes	Thorogood	831-6031	5-14	69.00
20	Composite Safety Toe Boot	511	12207-019	4-15	99.99
21	Non-Safety Toe Boot	511	12002-019	4-15	84.99
22	8" Side Zip Boot	511	12001-019	4-15	99.99
23	6" Side Zip Boot	511	11008-019	4-15	109.99
24	Shield Boot	511	12003-019	4-15	139.99
25	Side Pocket Trouser Men's	Blaver	8810-04	28-42	63.25
	Side Pocket Trouser Men's Oversize	Blaver	8810-04	44-56	69.58
	Side Pocket Trouser Ladies	Blaver	8810W-04	4-18	63.25
	Side Pocket Trouser Ladies Oversize	Blaver	8810W-04	20-24	69.58
26	Taclite Pro-Pants Men's	511	74273	28-44	39.99
	Taclite Pro-Pants Men's Oversize	511	74273	46-54	49.99
	Taclite Pro-Pants Ladies	511	64360	2-22	39.99
	Taclite Pro-Pants Ladies Oversize	511	64360	2-22	39.99
27	Long Sleeve Shirt	Blaver	8141-1 (04)	XS-XXL	39.99
	Long Sleeve Shirt Oversize	Blaver	8141-1 (04)	3XL	45.99
28	Short Sleeve Knit Shirt	Blaver	8131-1 -26	XS-XXL	29.99
	Short Sleeve Knit Shirt Oversize	Blaver	8131-1 -26	3XL	35.99
29	Fleece Jacket	Blaver	4650	XS-XL	79.50
	Fleece Jacket Oversize	Blaver	4650	2XL-4XL	91.43

new sample
7 card
final

NOT AVAILABLE
UNTIL OCTOBER
Navy Only - 04
Navy Only - 04
26 white 04 Navy 45 Tan
" " "

PATCHES – Samples will be provided upon request

Item#	Description	Brand Bid	Style Number	Sizes	Price Each
30	EMT-P Patch - Certified	Miller	Custom	N/A	2.89
31	EMT-P Patch - Licensed	Miller	Custom	N/A	3.42
32	USA Flag Patch	Miller	Custom	N/A	1.66
33	Collar Rank Insignia-Cloth Lieutenant - Embroidered Gold Bar on White Twill Background/White Embroidered Border	Miller	Custom	N/A	3.90pr.
34	Color Rank Insignia-Cloth Captain - Embroidered Gold Bars on White Twill Background/White Embroidered Border	Miller	Custom	N/A	3.90pr.
35	Collar Rank Insignia - Cloth Embroidered Gold Single Star on White Twill Background/White Embroidered Border - custom	Miller	Custom	N/A	3.90pr.
36	Collar Rank Insignia - Cloth Embroidered Gold Double Star on White Twill Background/White Embroidered Border - custom	Miller	Custom	N/A	4.90pr.
37	Collar Rank Insignia - Cloth ~~Double~~ ^{TRIPLE} Embroidered Gold Star on White Twill Background/White Embroidered Border - custom	Miller	Custom	N/A	4.90pr.
38	Metal Collar Rank Collar Rank Insignia - Mini Captain Smooth Gold	Premier	P1302	N/A	6.50pr.
39	Metal Collar Rank Collar Rank Insignia - Mini Lieutenant Smooth Gold	Premier	P1300	N/A	5.50pr.
40	Metal Collar Rank Collar Rank Insignia - 3/4" Single Smooth Star	Premier	P1824	N/A	5.95pr.
41	Metal Collar Rank Collar Rank Insignia - 5/8" Triple Smooth Star	Premier	P1704	N/A	14.95pr.
42	Metal Collar Rank ^{Double} Collar Rank Insignia - 3/4" Smooth Star	Premier	P1826	N/A	10.95pr.

- Triples

- Doubles

Item #8, #27, #28 - With Embroidery - \$6.00 per area (Text Only)

Any item with "optional" customizations - Reflective Lettering \$12.00/Line
 #9, #11, #12, #29
 Name Tab - \$4.00
 Name Patch - \$4.00

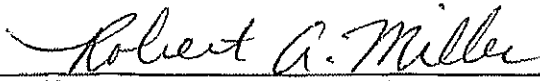
CHECK ONE OF THE FOLLOWING:

- ☐ 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).



Date of Bid: 1/25/09

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Robert A. Miller - President

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



PO Box 16080, Austin, TX 78761 • Telephone (512) 451-8298 • FAX (512) 453-6149

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Uniforms for Williamson County contract# 10WCA031- item # 1, 5, 7, 14, 15, 17-24, 26

Ms. Hancock:

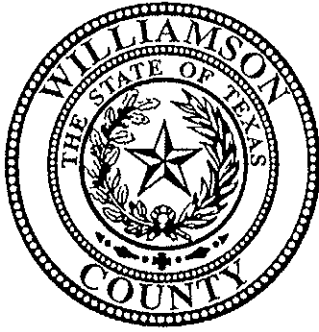
This letter is to inform Williamson County that GT Distributors, Inc. wishes to renew our current contract for Uniforms for the above-referenced items at the same terms and conditions as the existing contract but with a CPI increase of 2.7%.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read 'Preston Wheelless', is written over a horizontal line.

Preston Wheelless
Bid and Contract Manager
G T Distributors
PO BOX 16080
Austin, TX, 78761
Ph:512-451-8298
Fax:512-453-6149
prestonw@gtdist.com
www.gtdist.com



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

<http://www.wilco.org/purchasing>

September 22, 2009

GT Distributors, Inc.
P.O. Box 16080
Austin, TX 78761

RE: Bid/Contract # 10WCA031- Uniforms for Emergency Medical Services
Personnel

Award on items: 1, 5, 7, 14, 15, 17-24, 26

Dear Mr. Copeland,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Uniforms for Emergency Medical Services Personnel to your company as indicated above for the contract period October 1, 2009 through September 30, 2010. Your contract number is 10WCA031.

The bid tabulation is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1607 or email me at barrybecker@wilco.org.

Thank you again for your participation.

Sincerely,

Barry Becker

Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
UNIFORMS FOR EMERGENCY MEDICAL SERVICES PERSONNEL
BID NUMBER: 10WCA031

NAME OF BIDDER: GT Distributors, Inc.

Mailing Address: P.O. Box 16080

City: Austin State: TX Zip: 78761

Email Address: txbids@gtdist.com

Telephone: (512) 451-8298 Fax: (512) 453-6149

Mobile Phone: () N/A

UNIFORMS

Item#	Description	Brand Bid	Style Number	Sizes	Price Each
1	Uniform Shirts long sleeve	Elbeco	P877/P801	14 1/2-17 1/2 Sleeve 32-37	\$27.47
	Uniform Shirts long sleeve Oversize	Elbeco	P877/P801	Long sleeve oversizes 18-22 neck 38 sleeve	\$35.71
	Uniform Shirts short sleeve	Elbeco	P867/P811	XS-XL	\$23.80
	Uniform Shirts short sleeve Oversize	Elbeco	P867/P811	2XL-4XL Short Sleeve oversizes	\$30.94
2	EMT Trousers Men's	Elbeco	E7550	28-42	\$38.33
	EMT Trousers Men's Oversize	Elbeco	E7550	44-58	\$45.99
	EMT Trousers Ladies	Elbeco	E7551LC	2-18	\$38.33
	EMT Trousers Ladies Oversize	Elbeco	E7551LC	20-30	\$45.99
3	Uniform Trousers Men's	Elbeco	E814	28-42	\$39.27
	Uniform Trousers Men's Oversize	Elbeco	E814	44-58	\$47.12
	Uniform Trousers Ladies	Elbeco	E9814LC	2-18	\$39.27
	Uniform Trousers Oversize	Elbeco	E9814LC	20-30	\$47.12
4	Uniform Cargo Trousers Men's	Elbeco	E7550	28-42	\$38.33
	Uniform Cargo Trousers Men's Oversize	Elbeco	E7550	44-58	\$45.99
	Uniform Cargo Trousers Ladies	Elbeco	E7551	2-18	\$38.33
	Uniform Cargo Trousers Ladies Oversize	Elbeco	E7551	20-30	\$45.99
5	TDU Pants Men's	5.11	74003-724	XS-2XL	\$33.50
	TDU Pants Men's Oversize	5.11	74003-724	3XL-4XL	\$36.50
	TDU Pants Ladies	5.11	64359-724	2-20	\$33.50
	TDU Pants Ladies Oversize	5.11	64359-724	N/A	N/A
6	Long Sleeve Shirt Men's	Elbeco	P877	14 1/2-17 1/2 Sleeve 32-37	\$31.47
	Long Sleeve Shirt Men's Oversize	Elbeco	P877	Long sleeve oversizes 18-22 neck 38 sleeve	\$39.71
	Long Sleeve Shirt Women's	Elbeco	P801	28-46	\$31.47
	Long Sleeve Shirt Women's Oversize	Elbeco	P801	48-50	\$39.71

Item#	Description	Brand Bid	Style Number	Sizes	Price Each
7	Polostyle Pullover Shirt	Port Authority	K420	SM-2XL	\$30.90
	Polostyle Pullover Shirt Oversize	Port Authority	K420	3XL	\$32.90
8	Professional Polo Shirt	5.11Tactical	41060	XS-2XL	\$26.28
	Professional Polo Shirt Oversize	5.11Tactical	41060T	3XL-6XL	\$29.48
9	Short Sleeve Knit Shirt	Elbeco	K5100	XS-XL	\$43.46
	Short Sleeve Knit Shirt Oversize	Elbeco	K5100	2XL-4XL	\$56.50
10	Short Sleeve Shirt Men's	Elbeco	P867 with zip	XS-XL	\$27.81
	Short Sleeve Shirt Men's Oversize	Elbeco	P867 with zip	2XL-4XL	\$36.15
	Short Sleeve Shirt Ladies	Elbeco	P811 with zip	28-46	\$27.81
	Short Sleeve Shirt Ladies Oversize	Elbeco	P801 with zip	48	\$36.15
11	Zip Pullover Shirt	NO BID	NO BID	NO BID	NO BID
	Zip Pullover Shirt Oversize	NO BID	NO BID	NO BID	NO BID
12	Lightweight Commando Sweater	Liberty	140MNV	S-XL	\$35.97
	Lightweight Commando Sweater Oversize	Liberty	140MNV	2XL-5XL	\$44.96
13	Uniform Jacket	SPIEWAK	S3609 W/53809CLR	S-6XL	\$97.15
14	Dress Gloves	HATCH	WG1000S	S-2XL	\$2.95
15	Uniform Tie LD9 90020 XLN90063 MNS Rg 90001/Lng 90010	Samuel Broom	SB-900XX	LD9 Rg, MNS Rg, Ln, Xln	\$3.05
16	Class A Dress Uniform Coat Men's	NO BID	NO BID	NO BID	NO BID
	Class A Dress Uniform Coat Men's Oversize	NO BID	NO BID	NO BID	NO BID
	Class A Dress Uniform Coat Ladies	NO BID	NO BID	NO BID	NO BID
	Class A Dress Uniform Coat Ladies Oversize	NO BID	NO BID	NO BID	NO BID
17	Dress Patent Leather Belt	Dutyman	DM-1631	28-60	\$16.75
18	Plain Leather Belt	Dutyman	DM-1611	28-60	\$14.55
19	Dress Patent Leather Shoes	Bates	22141	8-14	\$37.50
20	Composite Safety Toe Boot	5.11Tactical	12207-019	4-15	\$84.09
21	Non-Safety Toe Boot	5.11Tactical	12002-019	4-15	\$64.36
22	8" Side Zip Boot	5.11Tactical	12001-019	4-15	\$68.90
23	6" Side Zip Boot	5.11Tactical	11008-019	4-15	\$79.27
24	Shield Boot	5.11Tactical	12003-019	4-15	\$98.01
25	Side Pocket Trouser Men's	Elbeco	E614	28-42	\$47.80
	Side Pocket Trouser Men's Oversize	Elbeco	E614	44-58	\$57.36
	Side Pocket Trouser Ladies	Elbeco	E9614LC	2-18	\$47.80
	Side Pocket Trouser Ladies Oversize	Elbeco	E9614LC	20-30	\$57.36
26	TacLite Pro-Pants Men's	5.11Tactical	74273	28-44	\$32.82
	TacLite Pro-Pants Men's Oversize	5.11Tactical	74273L	46-54	\$40.82
	TacLite Pro-Pants Ladies	5.11Tactical	64359	2-20	\$32.82
	TacLite Pro-Pants Ladies Oversize	N/A	N/A	N/A	N/A
27	Long Sleeve Shirt	NO BID	NO BID	NO BID	NO BID
	Long Sleeve Shirt Oversize	NO BID	NO BID	NO BID	NO BID
28	Short Sleeve Knit Shirt	Elbeco	K5100 & K5102 S, Tan K5103 Blue	XS-XL	\$43.46
	Short Sleeve Knit Shirt Oversize	Elbeco	K5100 & K5102 S, Tan K5103 Blue	2XL-4XL	\$56.50
29	Fleece Jacket	NO BID	NO BID	NO BID	NO BID
	Fleece Jacket Oversize	NO BID	NO BID	NO BID	NO BID

Doesn't need spec.

Doesn't need spec.

Doesn't need spec.

Doesn't need spec.

Doesn't need spec.

PATCHES – Samples will be provided upon request

Item#	Description	Brand Bid	Style Number	Sizes	Price Each
30	EMT-P Patch - Certified	Hero's Pride	8016	3 3/8 x 4 3/4	\$2.05
31	EMT-P Patch - Licensed	Hero's Pride	8015	3 3/8 x 4 3/4	\$2.35
32	USA Flag Patch	Hero's Pride	0005	3 3/8 x 2	\$1.42
33	Collar Rank Insignia-Cloth Lieutenant - Embroidered Gold Bar on White Twill Background/White Embroidered Border	Premier Emblems	PE1106	Mini	\$1.65 pr.
			PE1007	Lg	\$1.65 pr.
34	Color Rank Insignia-Cloth Captain - Embroidered Gold Bars on White Twill Background/White Embroidered Border	Premier Emblems	PE1133	Mini	\$1.65 pr.
			PE1045	Lg	\$1.65 pr.
35	Collar Rank Insignia - Cloth Embroidered Gold Single Star on White Twill Background/White Embroidered Border - custom	Premier Emblems	PE1087	One Size	\$1.65 pr.
36	Collar Rank Insignia - Cloth Embroidered Gold Double Star on White Twill Background/White Embroidered Border - custom	NO BID	NO BID	NO BID	NO BID
37	Collar Rank Insignia - Cloth Embroidered Gold Double Star on White Twill Background/White Embroidered Border - custom	NO BID	NO BID	NO BID	NO BID
38	Metal Collar Rank Collar Rank Insignia - Mini Captain Smooth Gold	Hero's Pride	4411MG	Mini	\$3.35 pr.
39	Metal Collar Rank Collar Rank Insignia - Mini Lieutenant Smooth Gold	Hero's Pride	4409MG	Mini	\$3.35 pr.
40	Metal Collar Rank Collar Rank Insignia - 3/4" Single Smooth Star	V.H. Blackinton	A5697G (Priced as Nickel or Gold Electroplate)	3/4"	\$6.78
41	Metal Collar Rank Collar Rank Insignia - 5/8" Triple Smooth Star	V.H. Blackinton	A3731-3 (Priced as Nickel or Gold Electroplate)	5/8"	\$12.57
42	Metal Collar Rank Collar Rank Insignia - 3/4" Smooth Star	V.H. Blackinton	A5697G (Priced as Nickel or Gold Electroplate)	3/4"	\$6.78

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

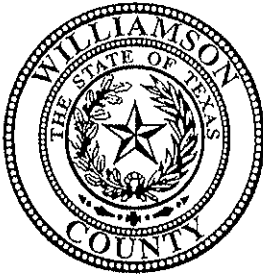
The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

 Date of Bid: August 4, 2009
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Jamy Copeland Uniforms Specialist

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

UNIFORMS FOR EMERGENCY MEDICAL SERVICES PERSONNEL

BID NUMBER: 10WCA031

BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 04, 2009 – 9:30AM

BIDS WILL BE PUBLICLY OPENED: AUGUST 04, 2009 – 10:00AM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department on or before **9:30am on Tuesday, August 04, 2009. Bids will be publicly opened at 10:00am or soon thereafter** in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock, 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: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set and 1 copy of the bid set). 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 bidder's name, address, bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

UNIFORMS FOR EMS PERSONNEL 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, telephone number and name of representative

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

FORMS: All bids will be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may 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: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must 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.

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, Kenny Schnell, Director of Operations, Williamson County EMS, 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, 2009 through September 30, 2010. Possible extensions include:

October 1, 2010 through September 30, 2011
October 1, 2011 through September 30, 2012

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 for that 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.

UNIFORMS FOR EMS PERSONNEL BID

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

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
wmsncntybids@wilco.org

TECHNICAL CONTACT:

Kenny Schnell
303 Martin Luther King
Georgetown, TX 78626
(512) 943-1264
Kschnell@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, 2010. 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, 2009 thru September 30, 2010 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://wcportals.wilco.org/Interest_Conflict/index.html

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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.

WORKERS' 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 Division of Workers' Compensation requirements.

BID SPECIFICATIONS

This specification establishes the minimum requirements for the purchase of EMS uniforms.

The vendor must submit with Bid a size range availability chart for each garment bid.

Uniforms will be purchased on an "As Needed" basis. Vendor must have in-stock availability of all sizes and types of garments listed in this Bid.

Williamson County reserves the right to award the bid by either low item or overall low bid whichever is in the best interest of the County.

Brand or Equal: If the vendor is bidding a brand(s) other than brand(s) specified, full detailed specifications, including but not limited to cloth type, construction, etc. must be submitted with Bid.

The vendor must submit with Bid a written return/exchange policy. Policy should indicate no charge for restocking returned/exchanged garments.

The vendor must submit with Bid a written warranty policy.

The uniforms will be worn by Emergency Medical Services personnel while in performance of their assigned duties.

Requested samples will be provided at no cost to the County within five (5) calendar days from the date of request.

All precautions will be taken to ensure that no seconds are delivered.

The uniform trousers and shirt will be thoroughly inspected prior to delivery to ensure specifications are met.

When delivered, shirts and trousers will be thoroughly pressed in conformance with good trade practices and will be neatly folded and packaged to ensure no damage and limited creasing.

The vendor will guarantee replacements of improperly manufactured garments. Such replacements must be made within one (1) week from the time of notification.

The Vendor will locally warehouse, measure, and alter each garment to guarantee the proper fit thus providing a **"WHILE YOU WAIT"** service to the customer.

The **"WHILE YOU WAIT"** service will be waived if the customer requires an up size in trousers, a waist/seat alteration, or a custom alteration in the rise/crotch area.

Alterations

Individuals may require an up size in trousers to obtain proper appearance and fit in the hip, thigh, and seat areas. When necessary, a waist and seat alteration may be required.

Individuals may require custom alteration in the rise/crotch area to obtain proper appearance and fit. When necessary, this alteration may be required.

The alterations will be performed at no additional cost. After the individual has been fitted, and the alterations agreed upon by the customer and the vendor, the alterations will be completed by the vendor within five (5) working days.

EMERGENCY MEDICAL SERVICES DEPARTMENT:

1. UNIFORM SHIRTS

Brand: Elbeco Paragon Plus – P867 men's short sleeve, P877 men's long sleeve and P811 ladies short sleeve, P801 ladies long sleeve or County approved equivalent.

Shirts will be a military style, with permanent military creases and epaulets.

The two breast pockets will have false buttons with Velcro closure strips at each corner. The left breast pocket will have a separate pen compartment.

There will be a total of 7 securing buttons from the collar down past the belt line.

Each shirt will have a label that states size, material, and care instructions that will not fade and become unreadable.

The Vendor will sew on two patches approximately 3" X 4" (one on each sleeve). The Williamson County patch (supplied by the using department) will be sewn on the right sleeve. The EMT-P patch (purchased "as needed" from vendor) will be sewn on the left sleeve.

2. EMT TROUSERS

Brand: Blauer # 8815-04 Men's or 8815W-04 Ladies or County approved equivalent

Material: 6.5 oz per square yard 2X1 twill weave in a 65% polyester / 35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-Release finish, machine washable and dry cleanable cotton blend

Trim: Pocketing: 70/30 polyester cotton twill, not less than 3.0 oz sq. yd, Interlining: polyester non-woven, Biding: polyester/cotton bias cut, Waistband: polyester, spandex, nylon blend with double strip silicone Shirt grip, stretch edge control, fly zipper: nylon coil # 5, auto lock slider, side pocket zipper: nylon coil #5, hook and eyes: nickel-plated, buttons: melamine, 22 ligne, matching shell fabric, snaps: non-rusting 20 ligne prong type, gunmetal finish on brass, heavy-duty closure

Design: Front quarter pockets, double section-side pockets with recessed zippered cargo compartment and External double section tool holders with snap tabs, and inverted double cord hip pockets with button Tabs, all pocket secured with bartacks, stretch waistband with French fly tab, interlined wide belt loops Inserted in bottom of waistband and tacked at top, double hook and eye closure, quarter linings in front Quarters, outlets in waistband (back) and thigh inseam, tandem needle seat seam, seat, inseam and Out seams pressed open, 10-12 inch stitches per inch (all seams) permanent silicone adhesive creases, Front and back

Customization: Windproof-breathable liner
Hemming

Size: Men's: Regular Length: even waist sizes 28-54; odd sizes 31-37
Women's: Regular Length: even dress sizes 6-24

Color: Dark Navy

3. UNIFORM TROUSERS

Uniform Trousers will be in both male and female cuts and sizes as specified when ordered.

Brand: Martin's – 21118 men's and 21138 ladies or County approved equivalent

Material: The color will be Midnight Blue. The fabric will be 65% Dacron Polyester, 35% Combed Long Staple Cotton, 7 ½ oz. minimum to 8 ½ oz. maximum per square yard. Fabric will include a soil release finish that combines with it, a color bright retention and moisture absorbency. Residual shrinkage will not exceed 2%. Tensile strength must test to wrap 220 pounds and filling 125 pounds.

Pockets: Quarter top/slash front, two back inverted pockets, left back pocket will include a button on tab closure with button. Pockets will have a Dura Ruff type coating on the bottom area of approximately ½".

Waistband: Width of waistband and belt loops will accommodate a two (2) inch belt when finished. Inner waistband will have comfort action stretch control of a one piece construction, 2 ½" wide. This will be installed in a way to supplement shirt retention and maximize stretch. Pants will close with hookflex and eye fastener.

Belt Loops: A minimum of seven (7) belt loops each 5/8" wide. Height will accommodate a minimum 2" belt, interlined with pella and properly spaced. Loops will be sewn into the waistband seam at top and bottom. This will be for both male and female pants.

Fly: Matching Talon Zipper with memory lock.

Surging: All seams will be properly surged. Raw edges will not show.

Trousers will be full cut in the legs and groin area to allow free and easy movement during emergency operations.

Each trouser will have a label that states size, material, and care instructions that will not fade and become unreadable.

The uniform trousers must be available in the following stock sizes:

MEN regular size	28 – 46
MEN short size	28 – 40
WOMEN regular size	4 – 22
WOMEN short size	6 – 16

4. UNIFORM CARGO TROUSERS

Uniform Trousers will be in both male and female cuts and sizes as specified when ordered.

Brand: Fechheimer – 4984 men's and 4994 ladies or County approved equivalent

Material: The color will be Dark Navy, Blue/Black. The fabric will be 65% Polyester and 35% Cotton Twill, 7.8 oz. per square yard.

Pockets: There will be a cargo style accessory pocket on each thigh. The left thigh pocket will be designed with an inverted pleat and hidden metal snap closure. The right thigh pocket will have a Velcro closure and be designed with three equipment pockets slotted on the front of the cargo pocket.

Two quarter top style front pockets with a minimum opening of 6". The front pockets shall be double tipped. There will be two patch style hip pockets with flaps and two snap closures. They will measure 6 ½" wide and 6 ½" deep.

In the knee area, there will be a 10" deep additional layer of self material extending from the bottom of the thigh to below the knee for added durability.

- Waistband: The waistband closure will be accomplished with a crush-proof hook and eye. The waistband must contain ¾" wide Ban-Role to prevent roll over and have three strand Snug-Text to keep shirts tucked in.
- Belt Loops: There will be 7 belt loops ¾" wide and they will accommodate a 2" wide belt.
- Fly: Matching Brass Zipper with memory lock and a button will be located on the left fly corresponding with a buttonhole on the right.

Trousers will be full cut in the legs and groin area to allow free and easy movement during emergency operations.

Each trouser will have a label that states size, material and care instructions that will not fade and become unreadable.

The uniform cargo trousers must be available in the following stock sizes:

MEN regular size	28 – 46
MEN short size	28 – 40
WOMEN regular size	4 – 22
WOMEN short size	6 – 16

5. TDU PANTS

- Brand: 511 Tactical - 74003-724 or County approved equivalent
- Material: Main body: 65% Polyester, 35% cotton, tear-resistant Ripstop, with HR Teflon water resistant finish, Pocketing: 70% Polyester, 30% Cotton, 3.2 oz tightly woven poplin
- Design: Self adjusting tunnel waist, deep front pockets, large pleated cargo pockets with bellows on sides and 2-Compartment pockets with BBS feature inside; back pockets with flaps, pants with double knees of self fabric, removable 6mm Neoprene knee pad inserts and double seat of self fabric, leg openings with Removable draw cords
- Pockets: Front pocket openings will have self fabric facings and extra reinforced on knife Clipping area, pocket Opening and side seam intersections will be firmly back tacked, pocket bags shall be made of durable Poly/Cotton blend and they are extra deep, pocket bags shall be finished clean inside the pant and Double stitched for heavy duty
Cargo pockets with large flaps and Velcro closure that is designed to reach even when pockets Are full, divided pockets inside have double function: small items fit inside and several types of rigs attach To Velcro loop fabric on the face side, pleats and bellows camouflage the exact nature of the items On the rigs
Back pockets with single welts and generous size flaps with two Velcro closure on both sides, pocket Bags will be deep, clean finished inside and double stitched
- Seams/ Stitching: durable with 10 stitches per inch and extra heavy 5-thread construction
Top stitching will be non-raveling lock stitching, side seams, seat seam and front rise to have tree needle Top stitching, crotch point bar tracked, fly outline, hand pocket openings, all pocket flaps, knee patches And seat patch will have double needle top stitching, cargo pockets to be attached with double needle top stitching, belt loops to be bar tacked on all corners, cargo pocket openings to be bar tacked and flaps to Be cross bar tacked, back pocket openings to be bar tacked, all Velcro pieces will be attached with box Stitching, hem draw court to be tacked to inseam so that it will not slip out, the tack to be removable.
- Labels: The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pants
- Closures: Closures to be high quality proven brand name products. Fly zipper is to be metallic zipper with Auto lock non-melting, non-cracking Melamine button, and it is to be cross tacked.
- Sizes: XS-XXL
3XL-6XL
- Color: Dark Navy

6. LONG SLEEVE SHIRT

- Brand:** Blauer # 8431-26 Men's and 8431W-26 Ladies or County approved equivalent
- Material:** 4.5 oz per square yard plain weave in a 65% polyester / 35% cotton fiber blend with 8-10% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-release finish. Machine washable and dry-Cleanable cotton blend provides user comfort, uniform appearance, durability and easy care.
- Trim:** Interlining: small parts 100% Polyester
Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric
- Design:** long sleeve uniform shirt, 5 crease military style with permanent sewn in creases, top fused banded Dress collar, mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop Closure, 2 button adjustable cuffs, epaulets, badge eyelets with internal support strap, extra long shirt tails
- Customization:** Emblems, name tab, zipper front, metal buttons on epaulets and pocket flaps
- Sizes:** Men's
Body Length Regular: Sleeve Length: 32 sizes 14.5-17
Body Length Regular: Sleeve Length: 33 sizes 14.5-18.5
Body Length Regular: Sleeve Length: 34 sizes 15.5-18.5
Body Length Regular: Sleeve Length: 35 sizes 15.5-19.5
Body Length Tall: Sleeve Length: 37 Length: sizes 16.5-19.5
Women's
Regular length: even sizes 32-46
- Color:** White

7. PULLOVER "POLO-STYLE" SHIRT

Port Authority or Outer Banks brand or County approved equivalent

Shirts will be a Polo-style, pullover shirt.

There shall be a pocket on the left side above the left breast.

The Williamson County EMS "Star of Life" Logo will be embroidered on the left side, above the left pocket. (Logo design will be provided upon award of bid). Williamson County EMS will be embroidered on the back of shirt (Design and layout will be provided/agreed upon award of bid).

The shirt will be White (Fabric and/or weave must be of a style to prevent visibility of undergarments worn under shirt).

8. POLO SHIRT

- Brand:** 511 Professional Polo Shirt #41060 or County approved equivalent
- Material:** 100% Treated Cotton to prevent fading, wrinkling and shrinking
- Design:** Short sleeve, tailored polo shirt, no roll collar with flexible collar stays, reinforced dual pen pockets On left sleeve which will be stitched to endure constant use, tough melamine buttons
- Size:** S-6XL
- Color:** white, dark navy, gray, black, silver, green

9. SHORT SLEEVE KNIT SHIRT

<u>Brand:</u>	Blauer # 8130-26 or <u>County approved equivalent</u>
<u>Material:</u>	9.0 – 9.5 oz per linear yard 35% B.Cool Polyester / 65% Cotton double pique knit with 70 denier textured Polyester face and 30/1 cotton back
<u>Trim:</u>	Interlining: 100% polyester weft fusible Buttons: 20 ligne melamine (Color: match shell fabric) Hook and loop: Woven nylon base (Color: match shell fabric)
<u>Design:</u>	Short sleeve uniform shirt, 5-crease military style with 2-button placket, sport collar, pleated patch pockets, badge eyelets with internal support strap, extra long shirt tails
<u>Customization (optional):</u> Emblems, Reflective lettering, Name Tabs	
<u>Sizes:</u>	Unisex XS-3XL
<u>Color:</u>	White

10. SHORT SLEEVE SHIRT

<u>Brand:</u>	Blauer#8421-26 Men's and 8421W-26 Ladies or <u>County approved equivalent</u>
<u>Material:</u>	4.5 oz per square yard plain weave in a 65% polyester / 35% cotton fiber blend with 8-10% filling stretch That is pre-cured for wrinkle resistance and treated with soil-release finish, machine washable and dry Cleanable cotton blend provides user comfort, uniform appearance, durability and easy care
<u>Trim:</u>	Interlining: small parts: 100% Polyester, Front Placket: 50% Polyester, 50% Cotton Hook and loop: Woven Nylon base Buttons: melamine, 20ligne, matching shell fabric
<u>Design:</u>	Short sleeve uniform shirt, 5 crease military style with permanent sewn in creases, top fused, convertible Sport collar, mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop Closure, epaulets, badge eyelets with internal support strap, extra long shirt tails
<u>Customization:</u>	emblems, name tab, zipper front, metal buttons on epaulets and pocket flaps
<u>Size:</u>	Men's: Regular Length: 14.5-19.5 Women's: Regular Length: even sizes 32-46

11. ZIP PULLOVER SHIRT

<u>Brand:</u>	Blauer # 4600-04 or <u>County approved equivalent</u>
<u>Material:</u>	13.5 oz per linear yd(8.1 oz per sq yd) light weight Polartec Wind Pro fabric. 100% Polyester, sueded velour face and back with a highly breathable, tight knit construction. Blocks 95% of the wind.
<u>Trim:</u>	Interlining: 100% polyester non-woven Stretch binding: 100% nylon and Lycra with stretch (color black) Binding: 100% nylon 70 denier taffeta plain weave

Zippers: Front Zipper: nylon coil, size#5, 5 inches long (Zipper length specified are for size L/Reg)

Design: Zip pullover style shirt closes to the top of the collar, longer length, Nylon/lycra binding at bottom hem and cuffs, zippered chest pocket.

Customization (optional): Badge Tab, Name Tab, Emblems, Epaulets, High-visibility liner with Scotchlite reflective trim

Sizes: Unisex: Regular: XS-3XL
Tall: M-3XL

Color : Dark Navy

12. LIGHTWEIGHT COMMANDO SWEATER

Brand: Blauer # 205-04 or County approved equivalent

Material: 70% Pil-Trol S-63 long staple low-pill acrylic, 30% long staple spun worsted wool, pre-washed and Softened, machine washable and dry cleanable

Trim: Patch fabric: 6.5 oz per square yard 2X1 twill weave in 65% polyester / 35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-release finish. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability And easy care.
Tape enforcement: 100% polyester woven tape, 0.25 inches wide, color black

Design: Pullover style, V-neck jersey knit sweater, straight body, knitted body and sleeve welt with non-raveling Edge, set-in sleeves with turn-back cuffs for adjusting sleeve length, cloth patches for reinforce shoulders And elbows

Customization (optional): Badge patch, Name plate patch, Epaulets, Microphone Tab, Pencil Pocket, Emblems:
Specified emblems sewn to one or both sleeves as is required by Williamson County

Size: S-3XL

13. UNIFORM JACKET

- Brand: Blauer – Style 6125 or County approved equivalent
- Materials: Nylon 70 denier warp and 2-ply 70 denier taslanized nylon filling, plain weave, treated with durable fluorocarbon water and stain release agents.
- Design: Lightweight, waist length bomber-style jacket, front zipper closure, collar with collar stand, zip-out full body and sleeve quilted insulated liner, detachable pile collar, Velcro closure cuffs, half-elastic back waist band, a badge tab on left breast, epaulets, two lower reverse pleated patch pockets with flaps and side opening for hands, inside cut-in hanging pocket, zippered side vents and snap tabs, and two piece set-in sleeves.
- Sizes: Regular – Extra small (XS) to Triple Extra Large (3XL)
Long – Medium (M) to Triple Extra Large (3XL)
- Color: Midnight Blue

14. DRESS GLOVES

- Color: White
- Fabric: Cotton
- Design: Wrist closure shall include snaps
- Sizes: Small (S) to Extra Large (XL) with cuff of glove to cover base of wrist.

15. UNIFORM TIE

- Color: Navy Blue
- Fabric: Cotton or Blend
- Design: Clip-on
- Sizes: Regular to Extra Long

16. CLASS A DRESS UNIFORM

- Brand: Flying Cross by Fechheimer (Coat #34891 & Trousers #32278) or County approved equivalent
- Color: Navy Blue
- Fabric: 55% Dacron/45% Wool Serge Weave construction (No Exceptions)
Navy Blue #34891 55/45 Dacron/Wool Coat. Matching Navy Blue #32278 style T-2 Serge weave Trousers
- Coat Design: Single breasted style with notched lapels and four button front. Silver color Buttons of Texas Star design. Inside breast pocket. Shoulder pads and coat front tailoring will be such that the shape of the coat will keep its drape and smooth appearance. Cross-stitched shoulder straps. Badge Tab on left breast. Two (2) White stripes on each sleeve of coat. USA Flag to be sewn on left sleeve of coat at shoulder. Williamson County EMS Patch on Right Sleeve of coat (WCEMS Patch provided).
- Trouser Design: Fully functional French-Fly tab made from same material as the trouser. Snug-Tex and Ban-Role waistband to keep shirts tucked in and prevent rollover of trouser waistband. Bar tacked hip pockets at sides with left hip pocket security tab to protect pocket contents. Pockets shall be double stitched. ¾" wide belt loops that are interlined for improved appearance and added strength. Brass metal memory lock zipper. All stress points on trousers are bar-tacked for strength.

17. DRESS BELT

Color: Black

Material: Patent Leather

Hardware: Silver color

Sizes: Varying sizes

18. LEATHER BELT

Brand: Dutyman #1611 or County approved equivalent

Material: 1-3/4" 8-9 oz plain Leather

Hardware: Silver or Gold color

Sizes: Varying sizes

19. SHOES

Color: Black

Material: Patent Leather with vibram soles to allow for comfort fit when standing for long periods of time.

Sizes: Varying Sizes

20. COMPOSITE SAFETY TOE BOOT

Color: Black

Design: Slip-on upper with heavy duty elastic to keep the boot tight throughout a long shift, full grain leather Upper with polishable toe, hidden pocket in elastic to carry small object, System to Offer the ultimate in support for high impact activity, which is to be lightweight with superior compression And rebound resulting in comfort, stability and optimal speed, SSTMF 2413.05 composite safety toe, Lining to be antibacterial and moisture-wicking,

Sizes: Varying Sizes

21. NON-SAFETY TOE BOOT

Color: Black

Design: Ankle-height boot with polished leather toe to maintain a neat, clean and professional look, Nylon Upper to be comfortable and curable, side zipper to allow getting in and out of the boot quickly, Lining to be made from antibacterial and moisture-wicking materials, to keep feet comfortable and dry, designed to be fast, lightweight and responsive, to include Syste which is to be light weight with superior compression and rebound resulting in comfort, stability and optimal speed, to be the ultimate in support for high impact activity, shoelaces to be anti-static, anti-snag, will have plasteel Lace tips, to be extra tough, eyelets will have to hold tight

Sizes: Varying Sizes

22. 8" SIDE ZIP BOOT

Color: Black

Design: 8" Side Zip Boot, lacing system combination to allow to quickly getting into and out of the boot, lining to be antibacterial and moisture-wicking to keep feet comfortable and dry, boot shall be designed to be fast, light-Weight and responsive, System for the ultimate in support for high impact activity, Boot to be light weight with superior compression and rebound resulting in comfort, stability and optimal speed, polished leather toe for neat, clean professional look, oil and slip resistant, outsole to allow Moving quietly in any tactical situation, even on wet surfaces, boot to feature a hidden pocket, to carry small object, in its Curable nylon upper, boot full grain leather to hold great shine, shoelaces to be anti-static, anti-snap, will have plasteel Lace tips, to be extra tough, eyelets will have to hold tight

Sizes: Varying Sizes

23. 6" SIDE ZIP BOOT

Color: Black

Design: 6"ATAC ankle height boot, polished leather toe to maintain clean, neat and professional look and will Meet most organizational requirements for black leather boots, comfortable and durable nylon upper, To include which is to be light weight with superior compression and rebound resulting in comfort, stability and optimal speed for the ultimate in support for high impact activity, lacing system and side zipper combination shall make it easy to get into and out of, oil and slip resistant quiet outsole to allow moving quietly in any tactical situation, even on wet surfaces, lining to be antibacterial and moisture-wicking to keep feet comfortable and dry , full grain leather will hold great shine, shoelaces to be anti-static, anti-snap, will have plasteel Lace tips, to be extra tough, eyelets will have to hold tight

Sizes: Varying Sizes

24. SHIELD BOOT

Color: Black

Design: full grain leather to hold great shine and 1200D nylon, comfortable and durable, waterproof and breathable, side zipper to allow getting in and out of the boot quickly, antibacterial and moisture-wicking lining to keep comfortable and dry, ATAC Shield to be resistant to blood borne pathogens, boot shall be fast, lightweight and responsive, to include system which is to be light weight with superior compression and rebound resulting in comfort, stability and optimal speed for the ultimate in support for high impact activity, Oil and slip resistant quiet outsole to allow moving quietly in any tactical situation, even on wet surfaces, hidden pocket in durable nylon upper to store small objects, shoelaces to be anti-static, anti-snap, will have plasteel Lace tips, to be extra tough, eyelets will have to hold tight, side zipper

Size: Varying Sizes

MOBILE OUTREACH GROUP

25. SIDE POCKET TROUSER

- Brand: Blauer # 8810 or County approved equivalent
- Material: 6.50 oz per square yard 2X1 twill weave in a 65% polyester /35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance.
Machine washable and dry cleanable cotton blend to provide user comfort, uniform appearance, Durability and easy care.
- Trim: Pocketing: 70/30 polyester/cotton twill, not less than 3.0 oz sq.yd.,
Interlining: polyester non-woven
Binding: polyester/cotton bias cut
Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip
Stretch edge control
Fly zipper: nylon coil, size # 5, auto-lock slider
Side Pocket Zipper: nylon coil, size # 5
Hook and eyes: nickel-plated
Buttons: melamine, 22 ligne, matching shell fabric
- Design: Front quarter pockets; double section-side pockets with hidden cell phone pouch, a 1" Scotchlite Strip under each pocket flap, hidden equipment tunnels and inverted double cord hip pockets with Button tabs (Women Pattern Front quarter pockets will stay-stitched shut for appearance. Can be Broken for functionality), all pocket secured with bartacks, stretch waistband with fly tab, Interlined Wide belt loops inserted in bottom of waistband and tacked at the top, double hook and eye closure, Quarter linings in front quarters, Outlets in waistband (back) and thigh inseam, tandem needle seat seam, Seat, inseam, and out seams pressed open, 10-12 stitches per inch (all seams) permanent silicone Adhesive creases, front and back
- Customization (optional):
Windproof-breathable liner
Removable reflective package
Removable identification package
Hemming
- Size: Men's Regular length: even waist sizes 28-54; odd sizes 31-37
Women's Regular length: even dress sizes 6-24
- Color: Dark Navy, Tan

26. TACLITE PRO-PANTS

- Brand: 511 Tactical # 74273 or County approved equivalent
- Material: Main Body: 65% Polyester, 35% Cotton, 6.14 oz, tear resistant Ripstop, with HR Teflon water Resistant, Pocketing: 65% Polyester, 35% Cotton, 3.2 oz tightly woven poplin
- Design: Self adjusting side elastic action waist with 7 wide belt loops and a key ring. Snap closure on Outside and button on inside fly. Tool strap on right back. Front pleats and crotch gusset for maximum Range of movement. Deep front pockets, Cordura lined knife pocket on right front and Cordura lined cell Pocket on left; pleated cargo pockets on both sides; two large, open back pockets. The pant will have double Seat and double knees of self fabric with knee pad openings inside Front and back pocket openings will be reinforced with Cordura binding on knife clip area. Pocket openings will be firmly bar tacked. Front pocket bags will be made of durable Poly/cotton blend. Pocket bags will be extra deep and finished clean inside the pant with stitched edge for heavy duty.

Knife Pocket will have extra firm welt for knife clip and is sized to accommodate C.U.B knife or hide a Magazine.
Cell Pocket will be gusseted on both sides and accommodates blackberry, the flap will have Velcro closure for safety.
Back Pockets will be made of self fabric; they will be extra large with easy access open tops and Velcro Closure.
Cargo Pockets will have expandable inverted box pleat in the center and flap with two-Velcro closures.

Seams & Stitchings:

Seams are to be durable with 10 stitches per inch and extra heavy 5-thread construction.
Top stitchings are non-raveling look stitchings. Belt loops will be double top stitched and bar tacked On all corners. Back pocket openings and tool strap will be cross bar tacked. Side seams, fly outline, front Rise and seat seam will be double stitched. Crotch gusset will be top stitched crotch points and fly will Be bar tacked.
Front pocket opening, pocket flaps, knee patches and double seat will be double top stitched .
Cargo pockets will be set with double stitching. Pocket and pocket flap setting stress points will be Bar tacked.

Labels: The woven logo label, care label, size label, country of origin label and fiber content label will be Permanently attached to the pant.

Closures: Closures will be high quality, proven performance brand name products. Fly zipper is metallic zipper with auto lock slider. Waist snap will be snap with extra firm grip. Inside button Will be cross stitched.

Sizes: 28-52

Colors: Dark Navy, Khaki

27. LONG SLEEVE SHIRT

Brand: Blauer # 8141-1 or County approved equivalent

Material: 9.0 – 9.5 oz per linear yard 35% B.Cool Polyester / 65% Cotton double pique knit with 70 denier textured Polyester face and 30/1 cotton back

Trim: Interlining: 100% Polyester weft fusible, Button: melamine, 20 ligne, matching shell fabric

Design: Long sleeve knit shirt, 2-button front placket, knit sport collar, with collar stays, extra-long shirt tail

Customization: Emblems
Reflective lettering
Name tab

Size: unisex XS-3XL

Color: White, Blue, Tan

28. SHORT SLEEVE KNIT SHIRT

Brand: Blauer # 8130-1 or County approved equivalent

Material: 9.0 – 9.5 oz per linear yard 35% B.Cool Polyester / 65% Cotton double pique knit with 70 denier textured Polyester face and 30/1 cotton back

Trim: Interlining: 100% polyester weft fusible
Button: melamine, 20 ligne, matching shell fabric

Design: Short sleeve knit shirt, 2-button front placket, knit sport collar stays, extra long shirt tail

Customization: Emblems
Reflective Lettering
Name tab

Size: Unisex XS-3XL

Color: White, Blue, Tan

29. FLEECE JACKET

Brand: Blauer # 4650-11 or County approved equivalent

Materials: Heavyweight fleece fabric will be finished both sides for maximum durability and Resistance to pilling. Highly breathable, tight knit construction to block 95% of the wind. 18 oz per Linear yard (11.2 oz per square yard) 100% Polyester. High moisture vapor transmission rate and warmth Retention.

Trim: Pocketing: 2X1 twill, 100% Polyester fill, Polyester/Rayon wrap
Binding: 100% Nylon
Hem, Armhole, Side tabs, and Badge tab: 100% Nylon, plain weave
Elastic: Spandex, 1-inch knitted elastic, dry cleanable
Elastic draw cord: 0.125 inch elastic cord (Color black)
Cord locks: Nylon with Nylon spring (Color black)
Eyelets: aluminum, black enamel finish
Front Zipper: delrin, size # 5, one way, 24 inches
Front pocket zipper: Nylon coil, size # 5, one way, 7 inches (zippers lengths specified will be for size L/Reg, color black)
Yolk fabric: 100% Nylon Ripstop of honeycomb printed backing

Design: Wind resistant fleece jacket with front zipper closure and inside fly, diagonal Welted zipper pockets, stand up collar, articulated elbows, elasticized cuffs and bottom hem, 10-12 stitches per inch (all seams), loose threads trimmed, labeled with manufacturer, care, content And origin, military style epaulets, Ripstop Nylon front and back yokes fir easy slide over of outer shell

Customization: Epaulets
Name tab
Emblems
Badge Tab

Size: Unisex Regular Length: XS-5XL
Unisex Tall Length: M-5XL

Color: Black

WILLIAMSON COUNTY BID FORM
UNIFORMS FOR EMERGENCY MEDICAL SERVICES PERSONNEL
BID NUMBER: 10WCA031

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

UNIFORMS

Item#	Description	Brand Bid	Style Number	Sizes	Price Each
1	Uniform Shirts long sleeve				
	Uniform Shirts long sleeve Oversize				
	Uniform Shirts short sleeve				
	Uniform Shirts short sleeve Oversize				
2	EMT Trousers Men's				
	EMT Trousers Men's Oversize				
	EMT Trousers Ladies				
	EMT Trousers Ladies Oversize				
3	Uniform Trousers Men's				
	Uniform Trousers Men's Oversize				
	Uniform Trousers Ladies				
	Uniform Trousers Oversize				
4	Uniform Cargo Trousers Men's				
	Uniform Cargo Trousers Men's Oversize				
	Uniform Cargo Trousers Ladies				
	Uniform Cargo Trousers Ladies Oversize				
5	TDU Pants Men's				
	TDU Pants Men's Oversize				
	TDU Pants Ladies				
	TDU Pants Ladies Oversize				
6	Long Sleeve Shirt Men's				
	Long Sleeve Shirt Men's Oversize				
	Long Sleeve Shirt Women's				
	Long Sleeve Shirt Women's Oversize				

Item#	Description	Brand Bid	Style Number	Sizes	Price Each
7	Polostyle Pullover Shirt				
	Polostyle Pullover Shirt Oversize				
8	Professional Polo Shirt				
	Professional Polo Shirt Oversize				
9	Short Sleeve Knit Shirt				
	Short Sleeve Knit Shirt Oversize				
10	Short Sleeve Shirt Men's				
	Short Sleeve Shirt Men's Oversize				
	Short Sleeve Shirt Ladies				
	Short Sleeve Shirt Ladies Oversize				
11	Zip Pullover Shirt				
	Zip Pullover Shirt Oversize				
12	Lightweight Commando Sweater				
	Lightweight Commando Sweater Oversize				
13	Uniform Jacket				
14	Dress Gloves				
15	Uniform Tie				
16	Class A Dress Uniform Coat Men's				
	Class A Dress Uniform Coat Men's Oversize				
	Class A Dress Uniform Coat Ladies				
	Class A Dress Uniform Coat Ladies Oversize				
17	Dress Patent Leather Belt				
18	Plain Leather Belt				
19	Dress Patent Leather Shoes				
20	Composite Safety Toe Boot				
21	Non-Safety Toe Boot				
22	8" Side Zip Boot				
23	6" Side Zip Boot				
24	Shield Boot				
25	Side Pocket Trouser Men's				
	Side Pocket Trouser Men's Oversize				
	Side Pocket Trouser Ladies				
	Side Pocket Trouser Ladies Oversize				
26	Taclite Pro-Pants Men's				
	Taclite Pro-Pants Men's Oversize				
	Taclite Pro-Pants Ladies				
	Taclite Pro-Pants Ladies Oversize				
27	Long Sleeve Shirt				
	Long Sleeve Shirt Oversize				
28	Short Sleeve Knit Shirt				
	Short Sleeve Knit Shirt Oversize				
29	Fleece Jacket				
	Fleece Jacket Oversize				

PATCHES – Samples will be provided upon request

Item#	Description	Brand Bid	Style Number	Sizes	Price Each
30	EMT-P Patch - Certified				
31	EMT-P Patch - Licensed				
32	USA Flag Patch				
33	Collar Rank Insignia-Cloth Lieutenant - Embroidered Gold Bar on White Twill Background/White Embroidered Border				
34	Color Rank Insignia-Cloth Captain - Embroidered Gold Bars on White Twill Background/White Embroidered Border				
35	Collar Rank Insignia - Cloth Embroidered Gold Single Star on White Twill Background/White Embroidered Border - custom				
36	Collar Rank Insignia - Cloth Embroidered Gold Double Star on White Twill Background/White Embroidered Border - custom				
37	Collar Rank Insignia - Cloth Embroidered Gold Double Star on White Twill Background/White Embroidered Border - custom				
38	Metal Collar Rank Collar Rank Insignia - Mini Captain Smooth Gold				
39	Metal Collar Rank Collar Rank Insignia - Mini Lieutenant Smooth Gold				
40	Metal Collar Rank Collar Rank Insignia - 3/4" Single Smooth Star				
41	Metal Collar Rank Collar Rank Insignia - 5/8" Triple Smooth Star				
42	Metal Collar Rank Collar Rank Insignia - 3/4" Smooth Star				

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

Consumer

Clothing prices to rise 10% starting in spring

Feb. 14, 2011 09:31 AM
Associated Press

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0

NEW YORK -- The era of falling clothing prices is ending.

Clothing prices have dropped for a decade as tame inflation and cheap overseas labor helped hold down costs. Retailers and clothing makers cut frills and experimented with fabric blends to cut prices during the recession.

But as the world economy recovers and demand for goods rises, a surge in labor and raw materials costs is squeezing retailers and manufacturers who have run out of ways to pare costs.

Cotton has more than doubled in price over the past year, hitting all-time highs. The price of other synthetic fabrics has jumped roughly 50% as demand for alternatives and blends has risen.

Clothing prices are expected to rise about 10% in coming months, with the biggest increases coming in the second half of the year, said Burt Flickinger III president of Strategic Resource Group.

Brooks Brothers' wrinkle-free men's dress shirts now cost \$88, up from \$79.50. Levi Strauss & Co., Wrangler jeans maker VF Corp., J.C. Penney Co., Nike and designer shoe seller Steve Madden also plan increases.

More specifics on price increases are expected when clothing retailers such as J.C. Penney Co. and Abercrombie & Fitch Co. report financial results this month.

"All of our brands, every single brand, will take some price increases," said Eric Wiseman, chairman and CEO of VF Corp., whose brands include The North Face, Nautica, Wrangler and Lee. Cotton accounts for half the production cost of jeans, which make up about one-third of VF's sales, he told investors in November.

Higher costs also will affect how clothes are made. Clothing makers are blending more synthetic fabrics like rayon and designing jeans with fewer beads and other embellishments. Shoppers also will have fewer color choices.

Retailers are trying to figure out whether consumer demand that gave them strong holiday sales will last. The fear is higher prices will nip that budding demand. Stores that cater to low- and middle-income shoppers will have the hardest time passing along price increases.

"We have been so used to deflation for years and years," said David Bassuk, managing director in the retail practice of AlixPartners. "Customers are going to be surprised."

Cotton prices have jumped to a 150-year-high, rising to \$1.90 per pound on Friday, more than double what it was a year ago, according to the International Cotton Advisory Committee.

Cotton prices began soaring in August of 2010 after bad weather cut harvests in major producing countries including China, the U.S., Pakistan and Australia.

Restrictions on exports from India, the world's second-largest cotton exporter behind China, have also produced cotton shortages. On top of that, worldwide demand for cotton has risen as the global economy improves.

Raw materials account for 25% to 50% of the cost of producing a garment. Labor ranges from 20% to 40%, depending on how complicated it is to make, Bassuk said.

On the production side, many Chinese factories that shut down temporarily in the depths of the recession still haven't returned to capacity. As they ramp up, they're finding they have to pay workers more because of labor shortages, said John Long, retail strategist at consulting firm Kurt Salmon.

Up until now, retailers have resisted passing along price increases to shoppers by shifting production to lower-cost regions like Vietnam, turning to other materials and absorbing cost increases.

But they're reaching the limit, according to Kevin Burke, president and CEO of the American Apparel & Footwear Association.

Small local stores are most vulnerable because they have less power to negotiate better prices with suppliers than, say, Wal-Mart Stores Inc. But even the world's largest retailer is feeling the pressure.

"There's no doubt there may be some price increases that come up, but we don't want to ever let that be the first answer ... that just because cotton prices are up, that we're automatically going to pass that on to consumers," said Mike Duke, Wal-Mart's CEO and president in a recent interview.

american apparel

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Whether the price increase textile textile enterprises in a dilemma

Posted on April 19, 2011 by bmbas

This spring for Textile Clothing Industry, it seems that does not mean spring flowers. Soaring prices of raw materials, workers hard to find these frequently seen in various media, keywords, has been troubled textile enterprises had weak nerves. But no matter the domestic market or international market, end-product price increases are not easy.

“From the end of last year to now, prices rose by 60% feathers, fabric prices rose by 40% and a market day, yet can not see to stop the rising trend.” March 30, at the other end, Anhui Hongrun Group-way light appears when interviewed some anxiety. This spring, for the textile and apparel industry, it seems that does not mean spring flowers. Soaring prices of raw materials, workers hard to find these frequently seen in various media, keywords, has plagued their fragile nerves.

But both the domestic market or international market, end-product price increases are not an easy task.

Guang told reporters outside the one with the different domestic generally well ahead of next year Sell Projects, such as in December last year has been held on the new orders will be this spring and summer. However, the long-term considerations for brand development, the current products sold in domestic market prices have not.

“However, rising raw material prices are now so fast, labor costs are bullish, the company soon to be held in autumn and winter product orders are likely to raise prices.”

In the way light seems fairly domestic market price increase is relatively easy, the outer one to raise prices, often not help them to decide. “Even the old distributors have begun to waver, the new dealer will be more careful shot, it may be transferred to India or Vietnam procurement.” Cheng Kwong says.

The 107th Canton Fair is coming soon Hongrun Group will still go to exhibition. Although time is only a month apart, but the way light is expected, and prices for Canton Fair will be slightly higher than the Chinese.

Such expectations are quite simple. The profits of textile and garment exports had not exceeded 5% price increase is now factor in the series have been difficult for many exporters digestion alone, price increases inevitable. Data show that in February, the domestic average price of cotton has risen to 328 14,904 yuan / ton, an increase of 32.92 percent year on year; textile labor costs increased significantly in the first quarter, textile province of Jiangsu, Fujian, have raised the minimum wage, an increase of respectively 12% and 24.5%. Group Manager, US-India

Ningboaiyi Heming would regard the price of the future, he interviewed said: “In fact, customers of China’s market conditions are very clear, price increases are a matter of time.”

This year, the love of Ibero-American Group, the main raw material used up in the range of rabbit hair 20% to 30% of other costs through compression, the end product of the overall cost increase of at least 10%. Nevertheless, the Indian rate of price increase Heming think the same is not realistic. "For existing customers, you can right up that 5% might be able to accept, but the more bets are off."

For future price movements, the first textile web editor Wang forward reporter's interview analysis, from the end of this last round of textile industry costs once the sharpest recent years, there are many factors that increase, including raw materials now appear, Energy, Labor and other costs, and potential changes in exchange rates and interest rates. "Textile companies depend on their ability to reduce costs of space has been very limited, so the end product price increases are sooner or later."

Soon to open in mid-April for the spring Canton Fair, Wang forward prediction and prices for textile and apparel possible, "Polarization."

"High grade, product price increases and strong bargaining power may be relatively easy, probably much more difficult to raise prices of popular and dependable."

Concerned about changes in business innovation process management to find new ideas?? Command of the 2010 special screen printing industry of China Development Forum

"Zhen Xing Cup" 2009 China Top Ten selection screen printing special awards ceremony

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About the Author:

I am an expert from bumper absorber , kia clarus.

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american apparel

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April 21, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop -- Suite 106
Georgetown, TX 78626

RE: Renewal – Medical Grade Oxygen contract # 11WCA030

Ms. Hancock:

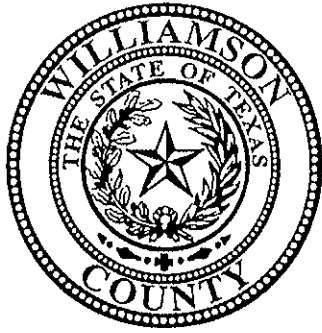
This letter is to inform Williamson County that Round Rock Welding wishes to renew our current Medical Grade Oxygen contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis McClain", written in a cursive style.

Dennis McClain
Round Rock Welding Supply



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

<http://www.wilco.org/purchasing>

Oct. 1, 2010

Round Rock Welding Supply
PO Box 429
Round Rock, TX 78680
Attn: Sharon Tomlinson

RE: Contract # 11WCA030 Medical Grade Oxygen

Dear Ms. Tomlinson,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Medical Grade Oxygen to your company for the contract period October 1, 2010 through September 30, 2011. Your contract number is 11WCA030. The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

MEDICAL GRADE OXYGEN FOR WILLIAMSON COUNTY EMS

ANNUAL CONTRACT - BID NUMBER: 11WCA030

NAME OF BIDDER: Round Rock Welding Supply

Mailing Address: P.O. Box 429

City: Round Rock State: TX Zip: 78680

Email Address: sharon@dupuyoxigen.com

Telephone: (512) 828-3200

Fax: (512) 255-9888

Vendor may bid any or all items.

Estimated # of Cylinders	Description	Unit Cost (Per cylinder)	Refill Cost (per cylinder)	Lease Cost (per cylinder)
200	Exchange filled for empty, and delivery, of Type D (Steel) oxygen cylinders at various EMS Stations within Williamson County on a regular route basis. The route exchange and delivery shall be at a minimum of once per week (delivery day to be agreed upon by vendor and customer).		4.25	.107/day
200	Exchange filled for empty, and delivery, of Type D ("Lite" Steel) oxygen cylinders at various EMS Stations within Williamson County on a regular route basis. The route exchange and delivery shall be at a minimum of once per week (delivery day to be agreed upon by vendor and customer).		4.25	.107/day
200	Exchange filled for empty, and delivery, of Type D (Aluminum) oxygen cylinders at various EMS Stations within Williamson County on a regular route basis. The route exchange and delivery shall be at a minimum of once per week (delivery day to be agreed upon by vendor and customer).		4.25	.107/day
30	Exchange filled for empty, and delivery, of Type M or H (Steel) oxygen cylinders at various EMS Stations within Williamson County on a regular route basis. The route exchange and delivery shall be at a minimum of once per week (delivery day to be agreed upon by vendor and customer).		6.95	.107/day
200	Inspection and certification of cylinders in accordance with Federal Law.		N/A	N/A
Varies	Pick-up/Delivery of cylinders to site.		7.50	7.50

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:

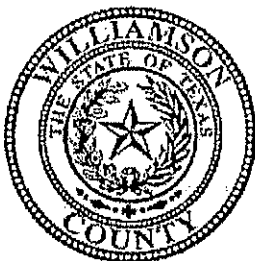
- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

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).

Sharon C. Tomlinson Date of Bid: 7-7-10
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Sharon C. Tomlinson - Regional Support Manager

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID



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

<http://www.wilcogov.org/purchasing>

MEDICAL GRADE OXYGEN FOR WILLIAMSON COUNTY EMS

ANNUAL CONTRACT

BID NUMBER: 11WCA030

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: JULY 20, 2010 – 2:00 PM

ADDENDUM # 1

July 6, 2010

Page 6:

REPLACE THE EXISTING BID FORM WITH THE ATTACHED BID FORM

Column **refill cost (per cylinder)** and
Column **lease cost (per cylinder)** have been added

All bidders must acknowledge receipt of Addendum # 1

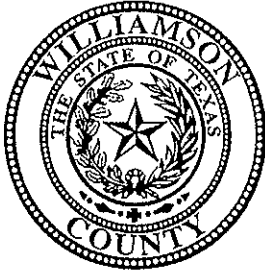
Name Sharon Tomlinson Title Regional Manager
Date 7-7-10

COMPLETED FORM MUST BE SUBMITTED WITH BID

Sincerely,

Kerstin Hancock

Assistant Purchasing Agent
Williamson County



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE Inner Loop, Suite 106
GEORGETOWN, TEXAS 78626

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

INVITATION FOR BIDS

MEDICAL GRADE OXYGEN FOR WILLIAMSON COUNTY EMS

ANNUAL CONTRACT

BID NUMBER: 11WCA030

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: JULY 20, 2010 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **1:30 pm on Tuesday, July 20, 2010**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock, 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: An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

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.

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, telephone 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 maybe 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.

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, Kenny Schnell, Director of Operations, Williamson County EMS, 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, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

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

MEDICAL GRADE OXYGEN FOR EMS BID

published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published 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 Thursday, July 15, 2010**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

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

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop, Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Butch Dennis, Capt., Support Services
303 Martin Luther King Jr. St.
Georgetown, TX 78626
(512) 563-0812
Bdennis@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, 2011. 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, 2010 thru September 30, 2011 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>

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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

Williamson County EMS uses medical grade oxygen in the delivery of patient care. In that accord, the vendor shall supply medical grade oxygen according to the terms listed below.

During the initial and any extended term of this agreement the Vendor shall maintain its license with the Texas Department of Health and, as manufacturer of pharmacopoeic oxygen, its registration with the FDA/CDER. The Vendor shall comply with all laws, codes, statutes and ordinances pertaining to the provision of pharmacopoeic oxygen, including, but not limited to: U.S. DOT, CFR-49 Part 100-185, revised October 1, 1996, Sections 178.35 – 178.68; the Federal Food, Drug and Cosmetic Act, as applicable, and the standards set forth in Volume 22, U.S. Pharmacopoeic Manual. Furthermore, all licenses and registrations required by this agreement and by any regulatory body having authority over the provision of the services addressed herein, must be kept current by the Vendor.

All quantities shown are **Estimated Quantities**. The actual quantity 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.

Williamson County does not own and will require the lease of all oxygen cylinders.

Vendor shall present one bill per cycle (month, quarter, etc) for all stations serviced, not an individual bill for each station.

In the event of a disaster or major incident, the vendor agrees to deliver oxygen to the disaster or major incident site, if so requested.

WILLIAMSON COUNTY BID FORM

MEDICAL GRADE OXYGEN FOR WILLIAMSON COUNTY EMS

ANNUAL CONTRACT - BID NUMBER: 11WCA030

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Vendor may bid any or all items.

Estimated # of Cylinders	Description	Unit Cost (per cylinder)
200	Exchange filled for empty, and delivery, of Type D (Steel) oxygen cylinders at various EMS Stations within Williamson County on a regular route basis. The route exchange and delivery shall be at a minimum of once per week (delivery day to be agreed upon by vendor and customer).	
200	Exchange filled for empty, and delivery, of Type D ("Lite" Steel) oxygen cylinders at various EMS Stations within Williamson County on a regular route basis. The route exchange and delivery shall be at a minimum of once per week (delivery day to be agreed upon by vendor and customer).	
200	Exchange filled for empty, and delivery, of Type D (Aluminum) oxygen cylinders at various EMS Stations within Williamson County on a regular route basis. The route exchange and delivery shall be at a minimum of once per week (delivery day to be agreed upon by vendor and customer).	
30	Exchange filled for empty, and delivery, of Type M or H (Steel) oxygen cylinders at various EMS Stations within Williamson County on a regular route basis. The route exchange and delivery shall be at a minimum of once per week (delivery day to be agreed upon by vendor and customer).	
200	Inspection and certification of cylinders in accordance with Federal Law.	
Varies	Pick-up/Delivery of cylinders to site.	

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

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Praxair Announces Price Increases

DANBURY, Conn., February 28, 2011 -- Praxair, Inc. (NYSE: PX), and its divisions and subsidiaries (Praxair Distribution, Praxair Electronics and Praxair Canada) are notifying bulk and packaged industrial gas customers in the United States and Canada of increases in prices effective March 15, 2011, or as contracts permit, as follows:

- » Up to 15% for nitrogen, oxygen, argon, hydrogen, and carbon dioxide;
- » Up to 20% for helium;
- » Up to 15% for facility fees or monthly bulk product charges and cylinder rental rates;
- » Up to 6% on equipment and consumables.

Price adjustments may be higher or lower than these ranges in accordance with contract provisions.

These adjustments are being implemented in response to continuing premium production, distribution and feedstock sourcing costs; current supply/demand imbalances in some products; hardgoods vendor increases; and to improve and maintain infrastructure necessary to reliably supply our customers.

Praxair, Inc. is the largest industrial gases company in North and South America, and one of the largest worldwide, with 2010 sales of \$10 billion. The company produces, sells and distributes atmospheric, process and specialty gases, and high-performance surface coatings. Praxair products, services and technologies bring productivity and environmental benefits to a wide variety of industries, including aerospace, chemicals, food and beverage, electronics, energy, healthcare, manufacturing, metals and others. More information on Praxair is available on the Internet at www.praxair.com.

Media Contact: Maureen Fama, (203) 837-2025

Investor Relations Contact: Kelcey Hoyt, (203) 837-2118

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April 22, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Billing Services for Williamson County EMS 10WCAP124

Ms. Hancock:

This letter is to inform Williamson County that DM Medical Billings wishes to renew our current Billing Services contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

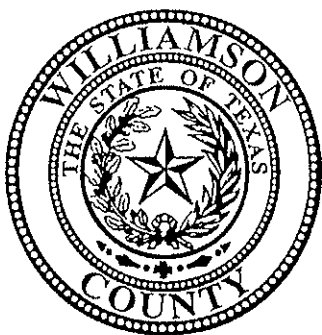
Sincerely,

A handwritten signature in cursive script that reads 'Chuck McSweeney'.

Chuck McSweeney
Director of Business Development

c. Amy Gifford, VP of Operations

REC'D AM11:31 29 APR'11



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

<http://www.wilco.org/purchasing>

November 18, 2009

DM Medical Billings
Charles McSweeney
20 E. Taunton Road, Suite 500
Berlin, New Jersey 08009

RE: Proposal/Contract # 10WCAP124- Billing Services for Williamson County EMS

Dear Mr. McSweeney,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for EMS Billing Services to your company for the contract period November 17, 2009 through September 30, 2010. Your contract number is 10WCAP124.

The award information is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

**WILLIAMSON COUNTY
BID FORM**

WILLIAMSON COUNTY EMS BILLING SERVICE

PROPOSAL NUMBER: 10WCAP124

NAME OF PROPOSER: DM Medical Billings
Mailing Address: 20 E. Taunton Road, Suite 500
City: Berlin State: NJ Zip: 08009
Email Address: ChuckMcSweeney@Verizon.net
Telephone: (800) 975 3715 Ext 154 Fax: (856) 768 - 2739

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

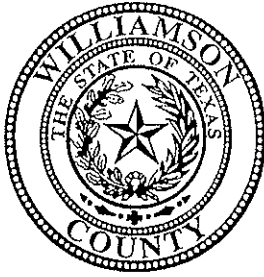
The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Charles McSweeney Date of PROPOSAL: 16 June 09
Signature of Person Authorized to Sign Proposal

Printed Name and Title of Signer: Charles McSweeney - Director Business Development

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL



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

<http://wcportals.wilco.org/Procurement/>

REQUEST FOR PROPOSAL

WILLIAMSON COUNTY EMS BILLING SERVICES

PROPOSAL NUMBER: 10WCPA124

PROPOSALS MUST BE RECEIVED ON OR BEFORE: JUNE 17, 2009 – 3:00PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: JUNE 17, 2009 – 3:30PM

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Purchasing Department **on or before 3:00 pm on Wednesday, June 17, 2009**. Proposals will be **publicly acknowledged at 3:30 pm or soon thereafter** in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

METHODS: Sealed Proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Barry Becker, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: DUPLICATE: Proposals are to be submitted in duplicate (1 original complete Proposal set and 1 copy of the Proposal set). The Proposal sets should be marked "original" or "copy". A "Proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies should have the same attachments as the original.

SEALED: All Proposals must be returned in a sealed envelope. Firm's name, address, proposal name, number, opening date and time should be clearly marked on the outside of the envelope. **If an overnight delivery service is used**, the Firm's name, address, proposal name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires proposer to supply with this proposal, a list of at least three (3)

references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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

FORMS: All proposals should be submitted on the forms provided in this Proposal document. Changes to proposal forms made by proposers may disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for delay of mail, courier service, etc.

RESPONSIBILITY: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

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

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

AWARD

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

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals 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 proposal.

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

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

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

CONTRACT ADMINISTRATION: Under this contract, Kenny Schnell, Emergency Medical Services Director, will 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 proposer.

CONTRACT PERIOD(S): The Initial Contract Period is Date of Award through September 30, 2010.
Possible extensions for maintenance include:

October 1, 2010 through September 30, 2011
October 1, 2011 through September 30, 2012

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. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-nine (39) 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.

PROPOSAL CONTACTS

PURCHASING CONTACT:

Barry Becker
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1607
barrybecker@wilco.org

TECHNICAL CONTACT:

Ed Gomez
Logistics Commander
P.O. Box 873
Georgetown, TX 78627
(512) 943-1883
egomez@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 Request for Proposal. 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 proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the initial contract period. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal.

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 proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court.

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 Proposal Packages and/or Proposal Instructions/Requirements.

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

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful Proposer 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 McKittrick, 943-1558 or Kathy Blankenship, 943-1557.

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://wcportals.wilco.org/Interest_Conflict/index.html

ETHICS: The proposer 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: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the proposer in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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 proposer 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 Proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKERS' COMPENSATION

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

Background

Williamson County Emergency Medical Services is a County wide 911 emergency ambulance service providing care to all the unincorporated areas and incorporated cities of Williamson County. The department, established in 1975, responds to all emergency 911 calls as well as emergent and non emergent intra-facilities transfers. EMS also provides continuing Emergency Medical Training for paramedics as well as affiliated first responder organizations personnel. Williamson County has a population of 360,000 and handles an estimated annual call volume of 26,000. EMS plans for an average call volume increase of 3% annually. EMS currently operates 15 ground mobile intensive care units utilizing emsCharts Inc. as an electronic patient care record management system.

Williamson County is located in central Texas, and is bordered on the south by Travis County and Austin which is the Capital of Texas. Williamson County is currently the 11th fastest growing county in the nation. The housing market and population influx has remained unchanged despite the significant decline in the current economy.

Purpose

Williamson County Emergency Medical Services is seeking a contracted EMS billing service (the Respondent) to provide all necessary ambulance billing services for Williamson County. Below are the top priority objectives of this project.

- The respondent must currently have a software interface with emsCharts, Inc. and must have significant experience and knowledge of the data transfer with the respondent's billing software.
- The respondent will be required to generate and manage billing for a minimum of 20,000 calls a year.
- The system will be HIPAA and Red Flag compliant meeting all State and Federal confidentiality, security, and transaction coding requirements.
- The respondent must have an acceptable and proven back-up/redundancy system.
- The respondent must provide support during normal business hours by phone and/or online.
- Ability to allow Williamson County EMS and Williamson County Auditors access to patient account status, account notes, filing dates, insurance payment data information in real time online access.
- The respondent must be prepared with a seven (7) day notice to allow Williamson County to conduct a complete on site financial / process review audit.

Respondent Qualifications

The questions below are in regard to the Respondent's qualifications required for this project by Williamson County EMS (WCEMS). Respondents must answer every question with details; the response will be included in the scoring. Answers may be answered under each question (preferred) or a separate document can be created, please include number of question for reference.

Qualifications

1. Does your current billing software currently interface with emsCharts, Inc.?
<Answer>
2. How long have you used the software interface with emsCharts, Inc.?
<Answer>
3. Provide the details of the billing software platform you currently use, to include modifications needed to interface with emsCharts, Inc., timeline and frequency of needed updates.
<Answer>
4. Do you currently submit claims electronically to Medicare, Medicaid, Major private insurance companies?
<Answer>
5. What is your turnaround time to process a bill for Medicare/Medicaid, Self-pay and Private pay.
<Answer>
6. Do you have the ability to process bills electronically with itemized billing?
<Answer>
7. Describe your process to stay up to date on Medicare/Medicaid changes and how is this information communicated to the provider.
<Answer>
8. Describe the capabilities to see financial data in real time.
<Answer>
9. Describe the ability to allow WCEMS access to patient account status, account notes, filing dates, insurance payments data and other similar information in real time online access.
<Answer>
10. How many bills are generated by your company a year? What is the call volume for the largest service that you bill for?
<Answer>
11. How are you currently compliant with HIPAA, and Red Flag rules?
<Answer>
12. Describe your policy and commitment toward superior customer and Respondent service; including training and evaluation of all employees performance in this important facet of their job.
<Answer>
13. Do you provide support during normal business hours by phone and/or online?
<Answer>
14. Explain your process for back-up and redundancy for data on your servers.
<Answer>
15. Explain the different options available for collecting payments (lock box, personal checks, electronic payments).
<Answer>
16. Describe the IT support you receive to maintain your servers and billing software.
<Answer>
17. Explain how patients will call to obtain information about their bill.
<Answer>
18. Describe the process you use to itemize a bill.
<Answer>
19. Provide a sample of an itemized bill.
<Answer>
20. Explain the minimum information needed on the electronic patient care report (ePCR) to submit a bill.
<Answer>
21. Explain when you will need access to the patient's signature.
<Answer>
22. Explain when you will need access to Memorandum of Transfer, Physician Certification Statement and/or other related documents.
<Answer>
23. What is your timeline to submit a bill for payment?
<Answer>
24. How do you handle any discrepancies noted in a ePCR?

<Answer>

25. Explain the process if an ePCR is missing information such as patient's demographics, Insurance, MOT, PCS, hospital face sheet and other related information needed to submit a bill.

<Answer>

26. Are you able to skip trace missing information on a ePCR?

<Answer>

27. Explain the process for obtaining a working relationship with hospitals and insurance companies.

<Answer>

28. Describe the details of the surety bond you will provide such as; Professional Liability, Errors & Omissions & Workers Compensation Insurance.

<Answer>

29. Describe the policies and commitments you have in place to comply with all federal and state laws governing insurance to include workers compensation laws.

<Answer>

30. Describe your internal and external audit process, have you received certification under a SAS 70 (Statement of Auditing Standard 70) review process?

<Answer>

31. Provide an explanation of the start-up process for new clients; to include timeline, information needed by Respondent and other necessary information.

<Answer>

32. Describe the ability for WCEMS to have immediate access to patient account information such as dates of statements mailed, dates payments received and posted, aged receivable reports (30, 60, 90 days...etc.) and/or similar information.

<Answer>

33. Describe the training and certifications that are required for insurance coders in your company.

<Answer>

34. What form of communication will be utilized between our office and yours in the event we have a patient call with questions about their account? (Telephone, email, live chat)

<Answer>

35. In regards to question above, do you provide the ability to have a phone conference with all parties involved?

<Answer>

36. In the event we have to leave a message or send an email, what is the timeframe we can expect a reply?

<Answer>

37. Will we have an account representative assigned exclusively to WCEMS?

<Answer>

38. Describe the process used when your office is given a request for records by a lawyer or private citizen? To include any fees, authorizations, turnaround time and requirements.

<Answer>

39. Describe the process for negotiation from attorneys for a reduction, will they be referred to WCEMS or do you handle this.

<Answer>

40. Has your company ever been investigated and found guilty in a fraud or abuse case? If yes, what was the outcome?

<Answer>

41. Have you provided billing services for a company that has been found guilty in a fraud or abuse case? If yes, what was the outcome?

<Answer>

42. How often do you send statements to the patient in regards to their account status?

<Answer>

43. Describe your plans for termination if either party elects to end the agreement.

<Answer>

44. Describe any future additional features or functionality of service.

<Answer>

43. Provide a projection of revenue generated for a year using the following information.

- Williamson County EMS sees approximately 22,000 patients a year

Dead at Scene	258	1.18%
MVC Patient Refusal	2640	12.10%
Patient Refused Care	2906	13.32%
Treated and refused transport	884	4.05%
Treated, Transferred Care	50	0.23%
Treated, Transported	15010	68.78%
Treated, Transported by other EMS	76	0.35%
Total:	21824	

- "Dead at scene" and "MVC patient Refusal" are deemed un-billable per WCEMS.
- All other patient contacts are billable.
- Based off the billable patients the average bill is \$1100.00
- Approximate Payor Mix
 - 38% are Medicare patients
 - 34% are Private Insurance
 - 28% are Private Pay

<Answer>

Cost

Please include details for all pricing models offered:

- Performance guarantee
 - Reduction of percentage paid based on actual revenue generated and revenue projection.
- Percentage of yearly revenue
 - Flat percentage on revenue generated.
- Flat service fee
 - One time yearly fee not dependent on revenue generated.

Company Profile

Provide a brief profile of your company to include but not limited to personnel, years involved in the industry, other areas of expertise, financial stability and major customers with the size of their service.

On-site Demonstration

The vendor may be required to facilitate an on-site demonstration as part of the evaluation process.

References

Provide at least three customer references from systems similar to size and scope of Williamson County EMS. Please provide the following information.

Company name
Address
Date of implementation
Contact
Phone number
Email address

**WILLIAMSON COUNTY
BID FORM**

WILLIAMSON COUNTY EMS BILLING SERVICE

PROPOSAL NUMBER: 10WCAP124

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

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 Proposal

Date of PROPOSAL: _____

Printed Name and Title of
Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Leif Johnson Ford

www.buyford.com

4-25-11

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – OEM Ford Replacement Parts–10WCA040

Ms. Hancock:

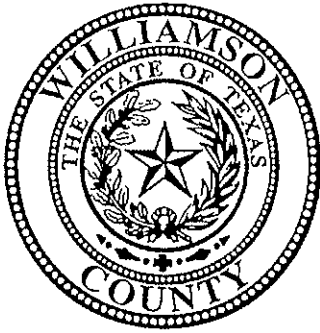
This letter is to inform Williamson County that Leif Johnson Ford wishes to renew our current contract for OEM Ford Replacement Parts at the same pricing, terms and conditions as the existing contract for the next fiscal year.

The renewal period will be October 1, 2011 through September 30, 2012.

Sincerely,



Scott Webb
Parts Mgr.
Leif Johnson Ford
(512) 697-0689



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

<http://www.wilco.org/purchasing>

September 18, 2009

Leif Johnson Ford
Scott Webb
501 East Koenig
Austin, TX 78751

RE: Bid/Contract # 10WCA040- OEM Ford Vehicle Parts

Dear Mr. Webb,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for OEM Ford Vehicle Parts to your company for the contract period October 1, 2009 through September 30, 2010. Your contract number is 10WCA040.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

WILLIAMSON COUNTY BID FORM
OEM (ORIGINAL EQUIPMENT MANUFACTURER)
FORD REPLACEMENT PARTS

BID NUMBER: 10WCA040

NAME OF BIDDER: Leif Johnson Ford

Mailing Address: 501 E. Roening

City: Austin State: Tx Zip: 78757

Email Address: swebb@leifjohnsonford.com

Telephone: (512) 697-0689 Fax: (512) 454-1355

Mobile Phone: ()

Provided below is a list of sample items encountered in daily shop operations. The bid includes, but is not limited to these items. The purpose of this section is to establish an accurate pricing structure per bidder on parts sold over the counter.

<u>SAMPLE LIST -</u>	<u>OEM FORD REPLACEMENT PARTS:</u>	<u>PRICE:</u>
<u>3W1Z1125AA</u>	BRAKE ROTOR	<u>67.88</u>
<u>8C3Z2001C</u>	BRAKE PAD	<u>96.29</u>
<u>3C3Z9N184CA</u>	FUEL FILTER	<u>46.42</u>
<u>6W1Z10346AARM</u>	ALTERNATOR	<u>156.59</u>
<u>F2VY7A248A</u>	TRANSMISSION SEAL	<u>7.46</u>
<u>3C3Z2B120AA</u>	BRAKE CALIPER	<u>79.93</u>
<u>6W7Z5423209AA</u>	WINDOW REGULATOR	<u>61.72</u>
<u>YC2Z9448CA</u>	EXHAUST GASKET	<u>21.39</u>
<u>2L3Z7A248AA</u>	TRANSMISSION O RING	<u>4.48</u>
<u>3U2Z1S177AA</u>	SEAL, AXLE	<u>4.71</u>
	TOTAL:	<u>546.87</u>

PLEASE MAKE A STATEMENT OF CALCULATIONS USED TO ARRIVE AT THE ABOVE PRICING.

Ford dealer price (cost) plus 7%

STATE MINIMUM ORDER AMOUNT, IF ANY, FOR DELIVERIES

PLEASE MAKE A STATEMENT AS TO YOUR DELIVERY CAPABILITIES.

Deliver to Georgetown 4-5 times/day

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).

Scott Webb

Date of Bid: 7-22-09

Signature of Person Authorized to Sign Bid

Printed Name and Title of
Signer:

Scott Webb Park mgr

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://www.williamson-county.org/Procurement>

INVITATION FOR BIDS

OEM (ORIGINAL EQUIPMENT MANUFACTURER) FORD REPLACEMENT PARTS

BID NUMBER: 10WCA040

BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 04, 2009, 9:30AM

BIDS WILL BE PUBLICLY OPENED: AUGUST 04, 2009, 10:00PM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **9:30 am on Tuesday, August 04, 2009**. Bids will be publicly opened at 10:00 am or soon thereafter in the Williamson County Purchasing Department, 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 Department, Attn: Barry Becker, 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: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set and 1 copy of the bid set). 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 bidder's name, address, bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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

FORMS: All bids should be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may 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: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must 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.

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 Manager, 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, 2009 through September 30, 2010. Possible extensions include:

October 1, 2010 through September 30, 2011
October 1, 2011 through September 30, 2012

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 for that 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

PURCHASING CONTACT:

Barry Becker
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1607
wmsncntybids@wilco.org

TECHNICAL CONTACT:

Ed Pospisil
3151 SE Inner Loop
Georgetown, TX 78626
(512) 943-3343
epospisil@willamson-county.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, 2010. 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, 2009 thru September 30, 2010 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 Vendors 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://wcportals.wilco.org/Interest_Conflict/index.html

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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.

WORKERS' 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 Division of Workers' Compensation requirements.

BID SPECIFICATIONS

General

This bid is for OEM (Original Equipment Manufacturer) Ford Replacement Parts for the Williamson County Fleet Vehicles. Approximately 85 percent of the County's wheeled vehicles are Ford Motor Company vehicles, ranging from Crown Victoria's to F800 trucks.

The total estimated contract value based on recent historical parts use is approximately \$61,000.00 per year.

Specifications

Only Ford certified OEM parts and repair facilities will be considered.

Parts furnished by the awarded bidder shall meet or exceed the quality of the part furnished on the original piece of equipment. However, if the original manufacturer has updated the quality of the parts for current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item. The burden of proof and cost of analysis rests with the vendor.

Awarded bidder will have an assigned account representative to ensure customer satisfaction and assist with any problems

Bidder's employees shall be knowledgeable in the product lines and be able to assist purchasers with transactions.

Deliveries

Since the majority of Williamson County's fleet vehicles are emergency response, law enforcement, and construction, it is necessary that the awarded bidder be in a position to render prompt service to ensure their continuous operation and prompt return to service.

Bidder shall be currently operating out of a commercial facility which is open and accessible to County personnel, without prior notice, during normal business hours. This facility shall be open a minimum of eight consecutive hours, anytime between 7:00 am and 6:00 pm.

The awarded bidder shall maintain and/or have access to parts inventory within a 50 mile radius of Georgetown, Texas. Said parts inventory shall be of sufficient size and variety to offer a level of parts availability of 95% to include current year models within 24 hours. Availability of normal maintenance item stock orders shall not exceed 24 hours.

All items will be ordered on an "As Needed" basis.

Williamson County prefers to have its hot shot parts delivered within 1 hour. If unable to meet this schedule, please make a statement as to your delivery capabilities. FOB (Freight on Board) point for all deliveries to Fleet Services Department, 3151 SE Inner Loop, Georgetown, Texas.

Pricing

Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point but shall not include federal or state sales, excise, and use taxes. On OEM items which are not normally stocked and for which shipping charges are required for delivery, the shipping charges shall be prepaid and added to each invoice.

Invoices must accompany all incoming orders and must reflect invoice number, purchase order number, part number, product description, quantity and pricing.

Returns

Williamson County Fleet Services reserves the right to return items as needed. Awarded bidders will be responsible for issuing all return credits, to include any freight charges if necessary, for returns due to incorrect orders, damaged items, or obsolescence. Awarded bidder must have a return policy that will assist in preventing obsolescence.

Bidder shall buy back, at fair market value, all unused items purchased under this contract that are declared surplus or that are no longer required by Williamson County Fleet Services.

Restocking charges are not acceptable and will not be authorized for payment.

WILLIAMSON COUNTY BID FORM
OEM (ORIGINAL EQUIPMENT MANUFACTURER)
FORD REPLACEMENT PARTS
BID NUMBER: 10WCA040

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

Provided below is a list of sample items encountered in daily shop operations. The bid includes, but is not limited to these items. The purpose of this section is to establish an accurate pricing structure per bidder on parts sold over the counter.

<u>SAMPLE LIST -</u>	<u>OEM FORD REPLACEMENT PARTS:</u>	<u>PRICE:</u>
<u>3W1Z1125AA</u>	BRAKE ROTOR	_____
<u>8C3Z2001C</u>	BRAKE PAD	_____
<u>3C3Z9N184CA</u>	FUEL FILTER	_____
<u>6W1Z10346AARM</u>	ALTERNATOR	_____
F2VY7A248A	TRANSMISSION SEAL	_____
3C3Z2B120AA	BRAKE CALIPER	_____
<u>6W7Z5423209AA</u>	WINDOW REGULATOR	_____
YC2Z9448CA	EXHAUST GASKET	_____
2L3Z7A248AA	TRANSMISSION O RING	_____
<u>3U2Z1S177AA</u>	SEAL, AXLE	_____
	TOTAL:	_____

PLEASE MAKE A STATEMENT OF CALCULATIONS USED TO ARRIVE AT THE ABOVE PRICING.

STATE MINIMUM ORDER AMOUNT, IF ANY, FOR DELIVERIES _____

PLEASE MAKE A STATEMENT AS TO YOUR DELIVERY CAPABILITIES.

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

Triple S PETROLEUM CO.

April 27, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Fuel for Williamson County– 09WCA013

Ms. Hancock:

This letter is to inform Williamson County that Triple S Petroleum Co. wishes to renew our current contract for Fuel at the same pricing, terms and conditions as the existing contract for the next fiscal year.

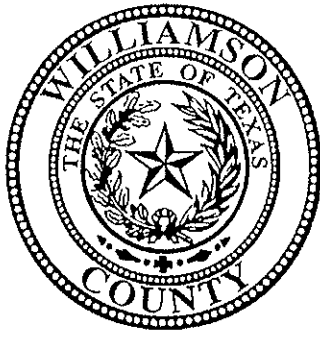
The renewal period will be October 1, 2011 through September 30, 2012.

Sincerely,

Triple S Petroleum



Kathy Shugart
General Manager



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

<http://www.wilco.org/purchasing>

September 18, 2009

Triple S Petroleum Co.
Kathy Shugart
P.O. Box 6156
Austin, TX 78762

Re: Bid/Contract # 10WCA013- Fuel for Williamson County Fleet Services

Dear Ms. Shugart:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Fuel for Williamson County Fleet Services to your company for the next fiscal year beginning October 1, 2009 through September 30, 2010. Your contract number is 10WCA013.

The bid tabulation is located on our County web site at the following link:
<http://www.wilco.org/purchasing>

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1607 or email me at barrybecker@wilco.org.

Thank you again for your participation.

Sincerely,

Barry Becker

Barry Becker
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
FUEL
FOR WILLIAMSON COUNTY FLEET SERVICES
ANNUAL CONTRACT

BID NUMBER: 10WCA013

NAME OF BIDDER: Triple S Petroleum Co.

Mailing Address: P.O. Box 6156

City: Austin State: TX Zip: 78762-6156

Email Address: Kshugarte SSS-petroleum.com

Telephone: (512) 385-2020 x 133 Fax: (512) 389-3530

PRICE ALL ITEMS EXCLUSIVE OF TAXES.

PRICE ALL ITEMS PER GALLON.

USE OPIS DAILY AVERAGE 7/10/09 FOR THE AUSTIN, TEXAS AREA

TANK WAGON SUPPLY

THE AVERAGE ORDER WILL BE 1800 - 2500 GALLONS OF COMBINED PRODUCTS.

ITEM #	DESCRIPTION	BRAND BID	OPIS DAILY AVERAGE 7/10/09	FIRM DISCOUNT	MARKUP	COST TO COUNTY ^{per gallon}
1	Regular Unleaded Gasoline	Flint Hills	1.7437	N/A	.0399	1.7836
2	Middle-Grade Unleaded Gasoline	Flint Hills	1.8078	N/A	.0399	1.8477
3	Super/Supreme Unleaded Gasoline	Flint Hills	1.9467	N/A	.0399	1.9866
4	Ultra-Low Sulfur Diesel # 2 Fuel	Flint Hills	1.6552	N/A	.0389	1.6941

TRANSPORT TRUCK SUPPLY

THE AVERAGE ORDER WILL BE 7500 - 9000 GALLONS OF A SPLIT LOAD PRODUCT.

ITEM #	DESCRIPTION	BRAND BID	OPIS DAILY AVERAGE 7/10/09	FIRM DISCOUNT	MARKUP	COST TO COUNTY ^{per gallon}
1	Regular Unleaded Gasoline	Flint Hills	1.7437	N/A	(-.0025)	1.7412
2	Middle-Grade Unleaded Gasoline	Flint Hills	1.8078	N/A	(-.0025)	1.8053
3	Super/Supreme Unleaded Gasoline	Flint Hills	1.9467	N/A	(-.0025)	1.9442
4	Ultra-Low Sulfur Diesel # 2 Fuel	Flint Hills	1.6552	N/A	+.0055	1.6607

STANDBY GENERATOR FUELING

THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT.

ITEM #	DESCRIPTION	BRAND BID	COST PER STOP	FIRM DISCOUNT	MARKUP	^{per gallon} COST TO COUNTY	DEMURRAGE HOURLY
1	Ultra-Low Sulfur Diesel # 2 Fuel	Flint Hills	9500	N/A	.50	21552	50.00

County Cost + Stop + Demurrage Charge

1st Hour free

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).

Kathy Shugart Date of BID: 7/30/09
Signature of Person Authorized to Sign BID

Printed Name and Title of Signer: KATHY Shugart General Manager

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

FUEL
FOR WILLIAMSON COUNTY FLEET SERVICES
ANNUAL CONTRACT
BID NUMBER: 10WCA013 ✓

BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 04, 2009 – 9:30AM

BIDS WILL BE PUBLICLY OPENED: AUGUST 04, 2009 – 10:00AM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department on or before **9:30am on Tuesday, August 04, 2009. Bids will be publicly opened at 10:00am or soon thereafter** in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

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BID CONTACTS

TECHNICAL CONTACT:

Mike Fox
3151 SE Inner Loop
Georgetown, TX 78626
(512) 943-3362
mfox@wilco.org

PURCHASING CONTACT:

Barry Becker
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1607
wmsnctyids@wilco.org

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Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker 943-1558 or Debbie Frazier 943-1538.

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.

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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

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Barry Becker
Williamson County Purchasing Office
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1607, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

Workers' Compensation Insurance Coverage:

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is

representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BID SPECIFICATIONS

Purpose

Williamson County is soliciting bids for qualified vendors to supply the county with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.

Fuel Quality and Acceptance

All bids received must list the brand or trade name of the fuel being offered and include a copy of the manufacturers purchase / exchange specifications. Specifications shall indicate manufacturers maximum allowable sulfur content. Any additive used must be identified by brand or trade name and manufacturer's specification sheet provided with bid. In the event that the pipeline specification of unleaded fuel available at the Austin Area bulk fuel terminal is changed to Gasoline E10 due to a mandatory order from Federal, State or Local Government Authority that fuel will be acceptable on this contract. Any additional alcohol blending beyond the mandatory specification for the Greater Austin area will not be acceptable.

Upon bid award, successful bidder will be required to provide MSDS sheets on all products provided.

Delivery

All fuel will be ordered on an "as needed basis".

Prompt delivery is absolutely essential in the performance of this contract. Points of delivery are Georgetown, Taylor, Granger, and Florence.

Successful bidder must be able to deliver all products into above ground skid tanks and underground tanks. Products must be metered or accurately measured at the time of delivery. Successful bidder will be required to provide a current copy of "Certificate of Registration of Weights and Measures Devices" applicable to all vehicles delivering metered fuel with subsequent proof of renewals as they occur.

Fuel Spills

Extreme care must be taken by the contractor to avoid fuel spills. The tanker truck must be attended at all times during fuel off loading. Any cost incurred as a result of fuel spills due to negligence on the part of the contractor, its agents or employees, or due to equipment malfunction, will be borne by the contractor and may be grounds for termination of this contract at the discretion of the Williamson County Commissioner's Court. Contractor is responsible for following the notification procedures as outlined in the Texas Administrative Code, Title 30; Chapter 327:1-5 for all reportable quantities.

Insurance

The successful bidder must submit certificates of insurance for general liability, auto liability, and workers compensation within ten (10) days of notification of the award of this bid.

Bid Pricing

Bid price will be per gallon.

Gallons shall be billed net unless product is metered.

The bid price (contract price) will be compared to the daily average composite index published in the Oil Pricing Information Service (OPIS) report for the Austin, Texas area. If there are errors in extension figures the unit price will prevail.

A firm fixed price for fuels will be determined by applying the bidder differentials (the differential must be a firm dollar amount during the contract will, consist of four (4) decimal places and will be identified by the bidder as either negative or positive) to the average gallon prices listed in the OPIS daily average for the Austin, Texas area.

Each invoice will reference the date of each applicable OPIS and published index average.

The successful bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to Mike Fox daily. This pricing report is vital so current daily pricing can be established.

Email: Mfox@wilco.org

Fax # 512 / 943-3398, ATTN: Mike Fox

The Oil Pricing Information Service (OPIS) report published on July 10, 2009 or the last report published as close to that date as possible, will be used to establish the benchmark for your quotation.

Taxes: Do not include tax in the price quoted on the fuel bid. Bid only the price of the product. Williamson County is by statute, exempt from federal excise tax and will pay any appropriate taxes as required.

General Bid Information

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

Williamson County reserves the right to accept or reject in part or whole any bid submitted and to waive any technicalities in the best interest of the county.

GASOLINE AND DIESEL SPECIFICATIONS

Gasoline and Diesel to Be Bid:

1.	Regular Unleaded	87 Octane or higher
2.	Middle-Grade Unleaded	89 Octane or higher
3.	Super/Supreme Unleaded	93 Octane or higher
4.	Clear #2 Diesel, Ultra- Low Sulfur	Cetane number of 45 minimum

Specifications for Regular Unleaded Gasoline:

The unleaded regular gasoline will contain a detergent additive in sufficient concentrations submitted by laboratory tests recognized by the automobile industry for these fuels.

<u>PROPERTY</u>	<u>SPECIFICATIONS</u>	<u>ASTM METHOD</u>
Octane, (R+M)/2	87 minimum	D4814
Benzene, vol %	2.3 maximum	D3606
Oxygen Content, wt%	2.7 maximum (see notes a.)	D5599
MTBE Content, vol%	0.4 maximum (see notes a, b)	D5599
Total Sulfur, ppm	378 maximum	D2622
Corrosion	1 maximum	D130
Existent Gum, mg/100mL	5 maximum	D381
Oxidation Stability, mins.	240 minimum (see notes c.)	D525

Specifications for Mid-Grade Unleaded Gasoline:

<u>PROPERTY</u>	<u>MINIMUM ACCEPTABLE LIMITS</u>
GRAVITY (API min.)	57.00
SULFUR (%)	approx. 00.07
Existent Gum (mg/100ml-max)	02.00
Oxidation Stability (min)	360+
Octane Number [(R+M)/2]	89.00
Benzene (% by volume, approx.)	02.70
Distillation	
Over Point °F	approx. 95
End Point °F	approx. 415
10% at: °F	approx. 120
50	approx. 210
90	approx. 345

Specifications for Premium Gasoline:

<u>PROPERTY</u>	<u>SPECIFICATIONS</u>	<u>ASTM METHOD</u>
Octane, (R+M)/2	93 minimum	D4814
Benzene, vol%	2.3 maximum	D3606
Oxygen Content, wt %	2.7 maximum (see notes a.)	D5599
MTBE Content, vol%	0.4 max (see notes a, b)	D5599
Total Sulfur, ppm	378 maximum	D2622
Corrosion	1 maximum	D130
Existent Gum, mg/100 mL	5 maximum	D381
Oxidation Stability, mins.	240 minimum (see notes c)	D525

NOTES:

- a. PHRGC Test Method permissible in the even of D-5599 unavailability.
- b. With no intentional addition of MTBE
- c. Test is performed on oversight basis only.

Specifications for No.2 Diesel Fuel:

Fuel must meet minimum specifications as described in TMC Recommended Practice 304B, as shown below:
MINIMUM FUEL SPECIFICATIONS – LOW SULFUR NO.2-D

<u>PROPERTY</u>	<u>SPECIFICATIONS</u>	<u>ASTM METHOD</u>
Aromatics, % volume	35% Maximum	D1319
Distillation, 90% Point, °C (°F)	378°C (640°F) Maximum	D86
Flash Point, °C (°F)	52°C (125°F) Minimum or Legal	D93
Cetane Number	45 Minimum	D613
Viscosity, cSt@40°C (104°F)	1.94-4.1	D445
Sediment and Water, Volume %	0.05 Maximum	D1796
Ash, Weight %	0.01 Maximum	D482
Total Sulfur, Weight %	0.05 Maximum	D2622
Copper Strip Corrosion @ 100°C (212°F)	No. 3 Maximum	D130
Ramsbottom Carbon Residue on 10% Residuum, %	0.35 Maximum	D524
Cloud Point, °F	See Note	D2500

Note: Cloud point no higher than – 12°C (10°F) above the tenth percentile minimum ambient temperature for the area of use. Tenth percentile minimum ambient temperatures for the U.S. are shown in appendices of ASTM Standard D 975-81, Diesel Fuel Oils.

COUNTY GAS AND DIESEL FUEL STORAGE TANK LOCATIONS AND ESTIMATED USAGES:

CENTRAL MAINTENANCE FACILITY

3151 SE Inner Loop
Georgetown, Texas

Diesel Fuel: one (1) 10,000 gallon underground fiber glass tank

Gasoline: one (1) 10,000 gallon underground fiber glass tank

Estimated fuel usage in a 12-month period:

145,000 gallons of diesel fuel

175,000 gallons of unleaded fuel

GRANGER BARN

Rt 1 Box 1 (On Hwy 971)
Granger, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

39,000 gallons of diesel fuel

17,000 gallons of unleaded fuel

TAYLOR BARN

900 S Main Street (Hwy 95)
Taylor, Texas

Diesel Fuel: one (1) 2,000 gallon above ground

Gasoline: one (1) 1,000 gallon regular unleaded above ground

Estimated fuel usage in a 12-month period:

34,000 gallons of diesel fuel

23,000 gallons of unleaded fuel

FLORENCE BARN

100 Fm 970
Florence, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

39,000 gallons of diesel fuel

14,000 gallons of unleaded fuel



U.S. PUMP PRICE UPDATE – JULY 27, 2011

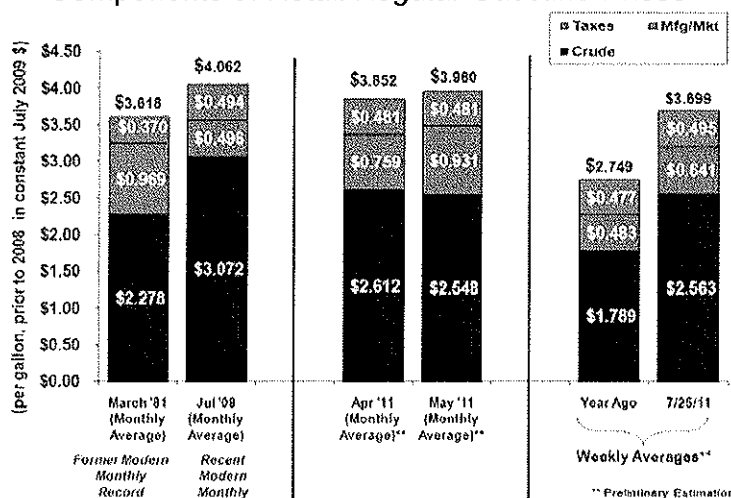
The average U.S. retail price for *all grades* of gasoline rose this week by 1.8 cents from the prior week to \$3.754 per gallon, according to the Energy Information Administration (EIA). This was the fourth week-to-week increase in a row. Compared with the December 29, 2008 low of \$1.670, the all-grade average was higher by \$2.084 per gallon, or 124.8 percent. The average has been above \$3.50 per gallon since the beginning of March 2011. Nominal prices have been above the year-ago average for 72 weeks—and were up by 95.3 cents or 34.0 percent, from the year-ago average of \$2.775 per gallon.

The average price for *regular grade* gasoline rose from the prior week by 1.7 cents according to the EIA—at \$3.699 for the week ending July 25. Regular grade prices continued to be below annual averages of 2008 (see second chart to the right), when gasoline prices reached a high of \$4.062 in 2008 when adjusted to May 2011 dollars. Prices remained *higher* than a year ago, with regular gasoline up 95.0 cents or 34.6 percent from 52 weeks ago (see first chart to the right). For the week ending July 25, crude oil costs were up 77.4 cents from a year ago, and were 1.5 cents per gallon higher than the May average of 2011 on a monthly basis. Compared with a year ago, the share for manufacturing and marketing gasoline this week was 15.8 cents *higher* or 32.7 percent.

May's monthly average rose for the 10th time in the past 11 months, according to the EIA. May 2011 prices were up 10.8 cents or 2.8 percent from April 2011 to \$3.960 per gallon. Crude oil costs were down an estimated 6.4 cents per gallon from April to \$2.548 in April. The combined share to manufacture, transport, and market gasoline is estimated to have increased by 17.2 cents to \$0.931.

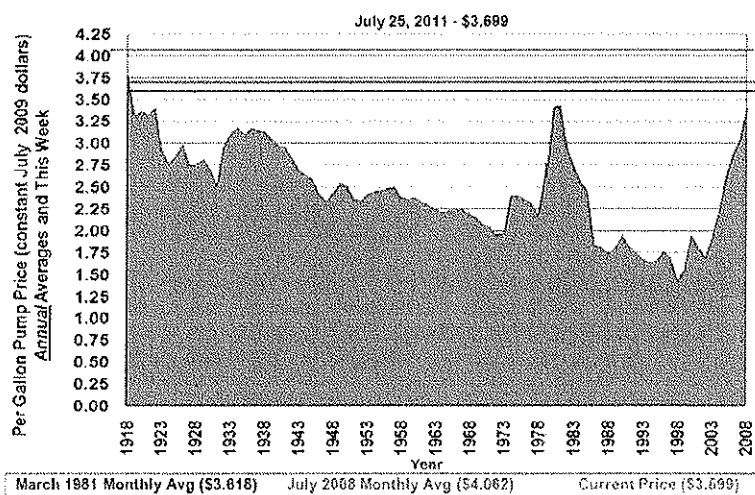
May's average retail price was up \$0.102 or 2.51 percent, from the record level of \$4.062 in July 2008. Crude prices were \$0.50 or 20.56 percent lower than for July 2008. The combined share to manufacture, transport, and market gasoline was 43.5 cents or 46.72 percent lower than for July 2008.

Components of Retail Regular Gasoline Prices



Sources: U.S. Dept of Energy, U.S. Dept of Labor, and API

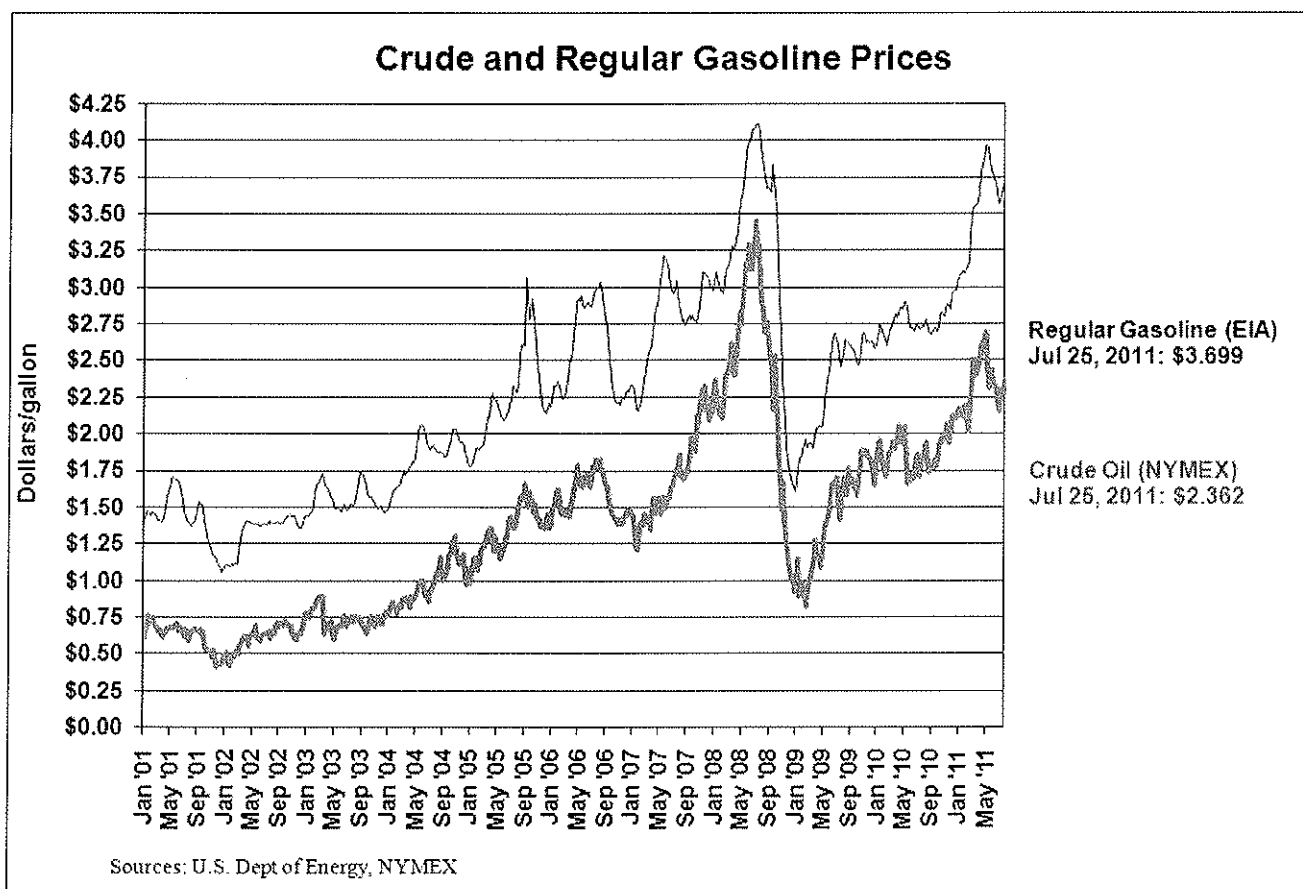
U.S. Annual Pump Prices, 1918 - 2008



Sources: U.S. Dept of Energy, U.S. Dept of Labor, and API

For the third time since July 2008, the *monthly* average price was above the previous inflation-adjusted record of \$3.470 set in March 1981,¹ by 12.53 percent in May 2011. Crude refining cost were higher than in March 1981 by 39.5cents or 11.58 percent, and the combined share to manufacture, transport, and market gasoline, was 2.8 cents or 3.02 percent lower than for March 1981. Another difference in price over the decades has been in taxes. In May 2011, the taxes collected on a gallon of gasoline were up compared to previous months, estimated by API to be 49.5 cents—18.4 cents per gallon in federal taxes and 31.1 cents per gallon in volume-weighted average state taxes. This was 35.2 percent higher than in March 1981 when combined inflation-adjusted federal and state taxes were just 36.6 cents.

On the NYMEX RBOB futures market² the near-term contract rose by 2.90 cents from Monday, July 18 to \$3.1264 per gallon on Monday, July 25. RBOB was above the year-ago close by 105.86 cents, or 51.19 percent. NYMEX Crude Oil futures market² rose by \$3.27 per barrel for the week, to \$99.20 on Monday, July 25. This was up from a year ago by \$22.64 or 29.57 percent. Gasoline prices generally track crude oil prices—as the chart below demonstrates; however, historically there has often been a lag before crude oil price changes are reflected in retail gasoline prices. Other factors can also affect this correlation such as seasonal factors, changes in supply or demand for gasoline, refinery outages, and transportation problems.



¹ To make price comparisons over longer periods, it is important to factor in inflation. For example, in March 1981 motorists paid \$1.417 per gallon for regular gasoline; however, in current dollars (for Nov 2009) this is equivalent to spending \$3.464 on a gallon of gasoline today.

² AUG 2011 for RBOB, Gulf Coast Gasoline and SEP 2011 for Crude Oil

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For more information, contact Raghavan Narayanan, Senior Economic Analyst, Statistics, American Petroleum Institute, (202) 682-8595.

Commissioners Court - Regular Session**29.****Meeting Date:** 08/23/2011

extension of existing annual contracts for FY2012

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Agenda Item

Discuss and consider taking appropriate action on extending annual contracts for FY 2012 for Jail Medical Services, Contract Towing for Sheriff's Office, Optical Scan Ballot Printing (Elections), Armored Courier (Treasurer Office), Electrical Services (Facilities Dept.).

Background

The bids being recommended for renewal allow for a CPI increase at renewal time. The CPI tied to these renewals is the one for March 2011 which was posted at 2.7%. Information received indicates that the CPI is rising and a re-bid at this time would likely result in increased costs. (The most current CPI for July was 3.5%). The Departments are requesting renewals as they are satisfied with current vendors performance and pricing.

Note: Electrical Services is tied to the PPI Electrical contractors, nonresid bldg work which was 0.2% for July. This contract was recommended for extension also.

AttachmentsJail MedicalTowingBallotsCourierElectrical**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/18/2011 10:26 AM
Hal Hawes	Hal Hawes	08/18/2011 10:31 AM
Jim Gilger	Jim Gilger	08/18/2011 11:54 AM
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Kerstin Hancock		Started On: 08/18/2011 07:04 AM
	Final Approval Date: 08/18/2011	

renewal letters complete

11WCA026 Medical Supplies for Williamson County Jail

Progressive Medical International – renew items 2,6,33

Primesource – renew items 11-14, 16, 25

Midwest Medical supply – renew item 22

BoundTree Medical – renew all items except Acetaminophen 500mg tabs 1000/BT

McKesson Medical-Surgical – renew items 26,28,29

EMEDRX – renew items: 3, 21,34

Alpha Scientific Medical, Inc. – renew items: #7, 32 (item 17 discontinued)

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Medical Supplies for the Williamson County Jail-WCA026 – Items 2, 6, 33

Ms. Hancock,

This letter is to inform Williamson County that Progressive Medical International would like to renew the above mentioned contract for the next fiscal year at the same pricing, terms and conditions

The contract period will be October 1, 2011 through September 30, 2012

Sincerely,



Tiana Shaw

5/27/11

cc: [illegible]

cc: [illegible]

Progressive Medical International
Equipment • Supplies • Biomed Repair





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

<http://www.wilco.org/purchasing>

October 6, 2010

Progressive Medical International
Dana Shaw
2460 Ash Street
Vista, CA 92081

RE: Bid/Contract # 11WCA026- Medical Supplies for Jail
(Items 2, 6, 33)

Dear Ms. Shaw,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Medical Supplies for Williamson County Jail to your company as indicated above for the contract period October 5, 2010 through September 30, 2011. Your contract number is 11WCA026.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL

BID NUMBER: 11WCA026

NAME OF BIDDER: Progressive Medical Intl

Mailing Address: 2460 Ash Street

City: Vista State: CA Zip: 92081

Email Address: fshaw@progressivemed.com

Telephone: (800) 764-0636 ext 2292 Fax: (800) 839-9495

Mobile Phone: (760) 272-4148

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
General medical supplies						
1	60,000 EA	4 X 4 NON-STERILE GAUZE 11703	226	CS/10 200/BX	2.44 BX	24.4DCS
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX 20400	243	CS/10 BX 200	1.22 BX	12.20 CS
3	20 PKG	CHEM STRIP - 10 TEST STRIPS	NP			
4	5 CS	E.R. LACERATION TRAY SINGLE USE WITH TOOLS 18403	239	EA/CS 20	9.88 BX	197.60CS
5	500 EA	INSTANT ICE PACKS 6" X 9" 11405	254	BX 24	8.78 BX	8.78 BX
Diabetic supplies						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM 83001	295	EA	11.00 BX	11.00 EA
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM 83000	295	BX 50	25.00	25.00 BX
8	200 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE 13000	257	3 pack	11.06	11.06 3pk
9	50 BX	INSULIN SYRINGE W/NEEDLE 1CC 28GA 1/2 INCH 18800	95	BX 100	19.65	19.65 BX
10	50,000 EA	LANCETS - UNISTICK 2 19350	296	BX 100	22.22	22.22 BX
Gloves						
11	15,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - SMALL 17640	273	BX 100/CS 10	6.90	69.00 CS
12	40,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - MEDIUM 17641	273	BX 100/CS 10	6.90	69.00 CS
13	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - LARGE 17642	273	BX 100/CS 10	6.90	69.00 CS
14	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - XL 17643	273	BX 100/CS 10	6.90	69.00 CS

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
OVER-THE-COUNTER DRUGS/MEDICATION						
15	15 BTL	ACETAMINOPHEN 500 MG 86481	248	125 PK 2's	5.33 EA	5.33 EA
16	20 BTL	ASA 325MG	NB			
17	5,000 EA	ASPRIN, BABY CHEWABLE TABLETS 14921	248	Ⓟ BTL 36	1.05 BTL	1.05 BTL
18	500 EA	CLOTRIMAZOLE CREAM 1 OZ	N/A	EA	3.18 EA	3.18 EA
19	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ	NB			
20	5 BTL	FOLIC ACID 1 MG	NB			
21	300 EA	HYDROCORTISONE CREAM - 1 OZ TUBE 12786	249	EA 24	4.26 EA	4.26 EA
22	100 BTL	IBUPROFEN 200 MG 86482	248	BX 250 2's	8.53	8.53
23	30 BTL	ODOFORM MEDICATED PACKING STRIP 1/4 INCH BY 5 YARDS	N/A	EA / CS 12	3.53 EA	42.36 CS
24	10 EA	LICTROL SHAMPOO-1 GAL	NB			
25	100 BX	IMODIUM AD 2MG 86475	248	12' PACK	7.15 PK	7.15 PK
26	45 EA	MICONAZOL NITRATE VAG CREAM - 7 2% 45 GM	NB			
27	30 CS	MILK OF MAGNESIA	N/A	EA	2.17	2.17 EA
28	50 BTL	ONE-A-DAY MULTI-VITAMIN	N/A	BTL 250	5.06	5.06 BTL
29	5 BX	ONE STEP HCG PREGNANCY TEST	NB			
30	200 EA	ORABASE WITH BENZOCAINE 5 MG	N/A	EA 24	8.40	8.40 EA
31	2,000 EA	ORAJEL MAX .25-OZ TUBE	N/A	EA 24	10.67	10.67 EA
32	2,000 EA	PRENATAL VITAMIN NATALINS-RX	N/A	Bottle/100	4.06	406 BTL
33	500 EA	TRIPLE ANTIBIOTIC CREAM 1 OZ 14356	246	BX 144	8.95	8.95 BX
34	400 BX	TUMS/ANTACID 86477	248	BTL 150	6.73	6.73 BTL

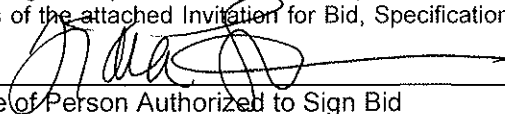
☒ low item basis. (Will accept award on "any or all" items.)

☐ "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).



Date of Bid: 7/19/2020

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Trana Shaw - Government Sales

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

BID SPECIFICATIONS

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address:	Attn: Abigail Dass 306 West 4 th Street Georgetown, TX 78626	
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626	
Point Of Contact:	Capt. Kathleen Pokluda	512/943-1407

State delivery time after receipt of purchase order 5-7 days.

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.



*Your Prime Source for All
Your Purchasing Needs*

Date: 5/12/11

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Medical Supplies for the Williamson County Jail– 11WCA026 - Items 11-14, 16, 25

Ms. Hancock:

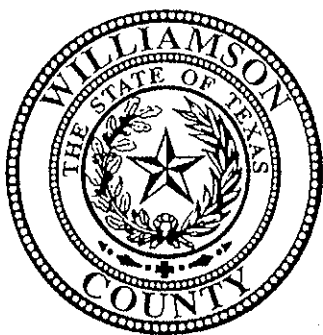
This letter is to inform Prime Source would like to renew this contract for the above-referenced items for the next fiscal year at the same pricing, terms and conditions.

The contract period will be October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read 'Oded Sher', written over a horizontal line.

Oded Sher
386 Route 59 Suite 300
Airmont, NY 10952
845-517-0020
odeds@primesourceny.com
Government Sales Manager



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

<http://www.wilco.org/purchasing>

October 6, 2010

Prime Source Services
Matthew Nettleton
386 Route 59, Suite 300
Airmont, NY 10952

RE: Bid/Contract # 11WCA026- Medical Supplies for Jail
(Items 1, 11-14, 16, 19, 25)

Dear Mr. Nettleton,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Medical Supplies for Williamson County Jail to your company as indicated above for the contract period October 5, 2010 through September 30, 2011. Your contract number is 11WCA026.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL

BID NUMBER: 11WCA026

NAME OF BIDDER: Prime Source Services

Mailing Address: 386 Route 59, Suite 300

City: Airmont State: NY Zip: 10952

Email Address: matthewn@primesource.ny.com

Telephone: (845) 517-0020 x 26 Fax: (845) 517-0016

Mobile Phone: (203) 982-6598

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
General medical supplies						
1	60,000 EA	4 X 4 NON-STERILE GAUZE	3458	4,000 per Case	.006125	24.50/cs
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX	7147	200 per Pack	.00625	1.25/pc
3	20 PKG	CHEM STRIP - 10 TEST STRIPS	29865	100 Per Box	.22	22.00/bx
4	5 CS	E.R. LACERATION TRAY SINGLE USE WITH TOOLS				
5	500 EA	INSTANT ICE PACKS 6" X 9"	3256	24 per Case	.44	10.56/cs
Diabetic supplies						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM				
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM				
8	200 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE				
9	50 BX	INSULIN SYRINGE W/NEEDLE 1CC 28GA 1/2INCH				
10	50,000 EA	LANCETS - UNISTICK 2				
Gloves						
11	15,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - SMALL	7368	1,000 per Case	.0435	43.50/cs
12	40,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - MEDIUM	5776	1,000 per Case	.0435	43.50/cs
13	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - LARGE	5485	1,000 per Case	.0435	43.50/cs
14	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - XL	25375	1,000 per Case	.0435	43.50/cs

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
OVER-THE-COUNTER DRUGS/MEDICATION						
15	15 BTL	ACETAMINOPHEN 500 MG	3667	1,000 per Bottle	.00695	83.40/cs
16	20 BTL	ASA 325MG	3654	1,000 per Bottle	.00485	50.20/cs
17	5,000 EA	ASPRIN, BABY CHEWABLE TABLETS	6550	36 per Bottle	.02	8.75/cs
18	500 EA	CLOTRIMAZOLE CREAM 1 OZ	24514	1 per Tube	2.79	2.79/tb
19	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ	4174	24 per Case	.523	12.55/cs
20	5 BTL	FOLIC ACID 1 MG		100 per Bottle	.0635	6.35/cs
21	300 EA	HYDROCORTISONE CREAM - 1 OZ TUBE	3841	1 per Tube	1.35	1.35/tb
22	100 BTL	IBUPROFEN 200 MG	3662	100 per Bottle	.0153	1.53/bt
23	30 BTL	IODOFORM MEDICATED PACKING STRIP 1/4 INCH BY 5 YARDS				
24	10 EA	LICTROL SHAMPOO-1 GAL				
25	100 BX	IMODIUM AD 2MG	4088	24 per Bottle	.0604	17.40/bx
26	45 EA	MICONAZOL NITRATE VAG CREAM - 7 2% 45 GM				
27	30 CS	MILK OF MAGNESIA				
28	50 BTL	ONE-A-DAY MULTI-VITAMIN				
29	5 BX	ONE STEP HCG PREGNANCY TEST				
30	200 EA	ORABASE WITH BENZOCAINE 5 MG				
31	2,000 EA	ORAJEL MAX .25-OZ TUBE	29960	1 per Tube	5.55	5.55/tb
32	2,000 EA	PRENATAL VITAMIN NATALINS-RX				
33	500 EA	TRIPLE ANTIBIOTIC CREAM 1 OZ	3850	1 per Tube	2.10	2.10/tb
34	400 BX	TUMS/ANTACID	3741	96 per Bottle	.0192	1.84/bt

☒ 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: 07/14/10

Printed Name and Title of Signer: MATTHEW NELSON, Special Agent

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

BID SPECIFICATIONS

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address:	Attn: Abigail Dass 306 West 4 th Street Georgetown, TX 78626	
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626	
Point Of Contact:	Capt. Kathleen Pokluda	512/943-1407

State delivery time after receipt of purchase order 3-5 Business Days.

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.



Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

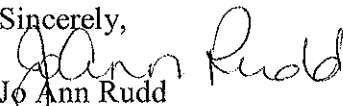
RE: Medical Supplies for the Williamson County Jail– 11WCA026 - Item 22

Ms. Hancock:

This letter is to inform Williamson County that Midwest Medical Supply would like to renew the above-mentioned contract for the next fiscal year at the same pricing, terms and conditions.

The contract period will be October 1, 2011 through September 30, 2012.

Sincerely,


Jo Ann Rudd
EMS Specialist
386-252-9960
386-252-9961 fax

Arizona

Connecticut

Florida

Georgia

Guam

Illinois

Kansas

Louisiana

Missouri

New Jersey

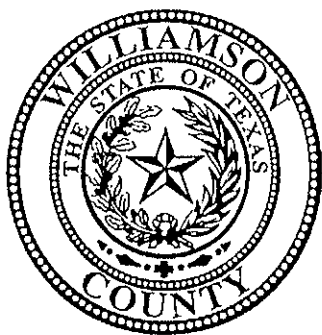
New York

North Carolina

Texas

13400 Lakefront Drive
Earth City, MO 63045
t: 888-540-3232
f: 314-291-2998
www.mmsmedical.com

A Regional Distributor with a National Presence



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

<http://www.wilco.org/purchasing>

October 6, 2010

Midwest Medical Supply Co., LLC
JoAnn Rudd
13400 LakeFront Drive
Earth City, MO 63045

RE: Bid/Contract # 11WCA026- Medical Supplies for Jail
(Items 22)

Dear Ms. Rudd,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Medical Supplies for Williamson County Jail to your company as indicated above for the contract period October 5, 2010 through September 30, 2011. Your contract number is 11WCA026.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL

BID NUMBER: 11WCA026

NAME OF BIDDER: Midwest Medical Supply Co., LLC

Mailing Address: 13400 Lakefront Drive

City: Earth City, State: MO Zip: 63045

Email Address: JoAnn.Rudd@mmsmedical.com

Telephone: (888) 540-3232 Fax: (800) 845-0065

Mobile Phone: ()

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
General medical supplies						
1	60,000 EA	4 X 4 NON-STERILE GAUZE	DUKPS09	200/BG, 20BG/CS	.0075ea	1.50/BG 30.00/CS
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX	KENS150	200/BX, 20BX/CS	1.25bx	25.00
3	20 PKG	CHEM STRIP - 10 TEST STRIPS	BOE417145	100/VL	48.75vl	48.75
4	5 CS	E.R. LACERATION TRAY SINGLE USE WITH TOOLS				NB
5	500 EA	INSTANT ICE PACKS 6" X 9"	MOR6600	24/CS	.39ea	9.36
Diabetic supplies						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM	56151-08880	EA	15.90ea	15.90
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM	56151-085050	50/BX	26.98bx	26.98
8	200 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE	PAD0069-30	3/PK	4.65ea	13.95
9	50 BX	INSULIN SYRINGE W/NEEDLE 1CC 28GA 1/2INCH	KEN8881601101	100/BX, 3BX/CS	9.50bx	28.50
10	50,000 EA	LANCETS - UNISTICK 2	WEAT0702	100/BX	.1559ea	15.59
Gloves						
11	15,000 EA	<i>Digitcare Optigrip</i> GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - SMALL	DIGDFO-1	100/BX, 10BX/CS	.0566	5.66 bx 56.60 cs
12	40,000 EA	<i>Optigrip</i> GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - MEDIUM	DIGDFO-2	100/BX, 10BX/CS	.0566	5.66 bx 56.60 cs
13	45,000 EA	<i>Optigrip</i> GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - LARGE	DIGDFO-3	100/BX, 10BX/CS	.0566	5.66 bx 56.60 cs
14	45,000 EA	<i>Optigrip</i> GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - XL	DIGDFO-4	100/BX, 10BX/CS	.0566	5.66 bx 56.60 cs

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
OVER-THE-COUNTER DRUGS/MEDICATION						
15	15 BTL	ACETAMINOPHEN 500 MG	GER221-01	100/BTL, 12 BT/CS	1.49 ^{ea}	17.88
16	20 BTL	ASA 325MG	GER901-01	100/BTL, 12 BT/CS	.85 ^{ea}	10.20
17	5,000 EA	ASPRIN, BABY CHEWABLE TABLETS	GER911-36	36/BTL, 12 BT/CS	.0219 ^{ea}	9.48 ^{ea}
18	500 EA	CLOTRIMAZOLE CREAM 1 OZ	51672-127501	EA	9.93 ^{ea}	9.93
19	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ	RDS50466	6/pk, 4 pk/CS	30.30 ^{ea}	30.30
20	5 BTL	FOLIC ACID 1 MG	65162-036110	100/BTL	26.02 ^{ea}	26.02
21	300 EA	HYDROCORTISONE CREAM - 1 OZ TUBE	00168-001431	EA	2.22 ^{ea}	2.22
22	100 BTL	IBUPROFEN 200 MG	GER941-10	100/BTL, 12 BT/CS	13.05 ^{ea}	156.60 ^{pr}
23	30 BTL	ODOFORM MEDICATED PACKING STRIP 1/4 INCH BY 5 YARDS	DYN3411	12 BT/CS	2.63 ^{ea}	31.56
24	10 EA	LICTROL SHAMPOO-1 GAL				NB
25	100 BX	IMODIUM AD 2MG	GER381-12	12/BX, 12 BX/CS	1.43 ^{bx}	17.16 ^{?/11/16}
26	45 EA	MICONAZOL NITRATE VAG CREAM - 7 2% 45 GM				NB
27	30 CS	MILK OF MAGNESIA	GER91L-MOM-16	160 ^{ea} 12/CS	18.05 ^{ea}	18.05
28	50 BTL	ONE-A-DAY MULTI-VITAMIN	GER501-01	100/BTL, 12 BT/CS	1.15 ^{ea}	13.80 ^{1.16}
29	5 BX	ONE STEP HCG PREGNANCY TEST	MON20109	25/BX, 12 BX/CS	47.39 ^{bx}	568.68
30	200 EA	ORABASE WITH BENZOCAINE 5 MG				NB
31	2,000 EA	ORAJEL MAX .25-OZ TUBE				NB
32	2,000 EA	PRENATAL VITAMIN NATALINS-RX				NB
33	500 EA	TRIPLE ANTIBIOTIC CREAM 1 OZ	POU0012-31	Each, 6/BX	2.88 ^{ea}	17.28
34	400 BX	TUMS/ANTACID	GER9763-15	150/BT, 12 BT/CS	2.47 ^{ea}	29.64

☒ 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: 7/19/10

Printed Name and Title of Signer: JoAnn Rudd, EMS Specialist

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

BID SPECIFICATIONS

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address:	Attn: Abigail Dass 306 West 4 th Street Georgetown, TX 78626
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626
Point Of Contact:	Capt. Kathleen Pokluda 512/943-1407

State delivery time after receipt of purchase order 2-5 days.

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.



Making Precious Minutes Count...™

June 30, 2011

Williamson County Purchasing Dept
Attn: Kerstin Hancock
301 SE Inner Loop, Suite 106
Georgetown, TX 78626

Bid #11WCA026

Bound Tree Medical would like to renew Bid #11WCA026 Medical Supplies from October 1, 2011 through September 30, 2012. At this time, Bound Tree Medical is unable to hold pricing for one item and that would be part #0152-10 Acetaminophen 500mg tabs. We will hold pricing for all other items that we were award at the same terms and conditions for another year. Please see attach the list of items that we will keep on the contract and the one item that will be removed off.

Sincerely,

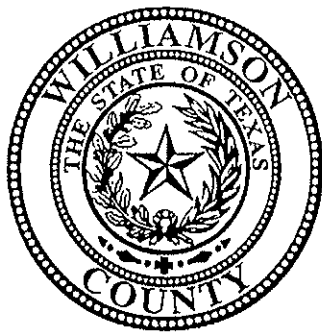
A handwritten signature in cursive script that reads "Heather Legg".

Heather Legg
Bid & Contract Representative
Heather.legg@boundtree.com

Williamson Co Jail Bid #11WCA026

Price Sheet ID	Item Number	Item Description	UO M	Price	New Price
B11WCA26/114757	0152-10	ACETAMINOPHEN 500MG TABS 1000/BT	BT	6.95	\$0.00
B11WCA26/114757	321-12-12-B	Instant cold/ice pack, Ice Kold, 4 3/4 x 6 1/2 in., remains cold approx. 30 min, single use 50/cs	CS	13.44	\$13.44
B11WCA26/114757	30-26027BX	Insulin syringe, 1 cc, 28 ga x 1/2 in., permanently attached needle, sterile 100/bx 5bx/cs	BX	8.97	\$8.97
B11WCA26/114757	2224-06	ORAJEL 10% BNS GEL 0.25 OZ	EA	4.16	\$4.16

Remove off Contract



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

<http://www.wilco.org/purchasing>

October 6, 2010

Bound Tree Medical, LLC
Anita Eichenlaub
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

RE: Bid/Contract # 11WCA026- Medical Supplies for Jail
(Items 5, 9, 15, 31)

Dear Ms. Eichenlaub,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Medical Supplies for Williamson County Jail to your company as indicated above for the contract period October 5, 2010 through September 30, 2011. Your contract number is 11WCA026.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL

BID NUMBER: 11WCA026

NAME OF BIDDER: BoundTree Medical, LLC

Mailing Address: 5000 Tuttle Crossing Blvd.

City: Dublin

State: OH

Zip: 43016

Email Address: customerservice@boundtree.com

Telephone: (800) 533-0523

Fax: (800) 257-5713

Mobile Phone: () _____

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 60 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
General medical supplies						
1.	60,000 EA	4 X 4 NON-STERILE GAUZE	276-8509BG	200 per bag	\$.00855ea	\$1.71 / bg
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX	276-852BX	200 per box	\$.00755ea	\$1.51 / bg
3	20 PKG	CHEM STRIP - 10 TEST STRIPS	NO BID	NO BID	NO BID	NO BID
4	5 CS	E.R. LACERATION TRAY SINGLE USE WITH TOOLS	NO BID	NO BID	NO BID	NO BID
5	500 EA	INSTANT ICE PACKS 6" X 9"	321-12-12-B	50 per case	\$.2688ea	\$13.44 / cs
Diabetic supplies						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM	NO BID	NO BID	NO BID	NO BID
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM	NO BID	NO BID	NO BID	NO BID
8	200 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE	466930	3 per pack	\$4.05ea	\$12.15 / pk
9	50 BX	INSULIN SYRINGE W/NEEDLE 1CC 28GA 1/2INCH	30-26027BX	100 per box	\$.0897ea	\$8.97 / bx
10	50,000 EA	LANCETS - UNISTICK 2	675-AT0702	100 per box	\$.1646ea	\$16.46 / bx
Gloves						
11	15,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - SMALL	290300	100 per bx/10 bx p cs	\$7.90bx	\$79.00 / cs
12	40,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - MEDIUM	290301	100 per bx/10 bx p cs	\$7.90bx	\$79.00 / cs
13	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - LARGE	290302	100 per bx/10 bx p cs	\$7.90bx	\$79.00 / cs
14	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - XL	290303	100 per bx/10 bx p cs	\$7.90bx	\$79.00 / cs

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
OVER-THE-COUNTER DRUGS/MEDICATION						
15	15 BTL	ACETAMINOPHEN 500 MG	0152-10	1000 per bottle	\$6.95 btl	\$6.95 btl
16	20 BTL	ASA 326MG	NO BID	NO BID	NO BID	NO BID
17	5,000 EA	ASPRIN, BABY CHEWABLE TABLETS	375016	36 per bottle	\$.84 btl	\$.84 btl
18	500 EA	CLOTRIMAZOLE CREAM 1 OZ	2002-02	each	\$2.13 ea	\$2.13 ea
19	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ	NO BID	NO BID	NO BID	NO BID
20	5 BTL	FOLIC ACID 1 MG	NO BID	NO BID	NO BID	NO BID
21	300 EA	HYDROCORTISONE CREAM - 1 OZ TUBE	717770	each	\$1.54 ea	\$1.54 ea
22	100 BTL	IBUPROFEN 200 MG	F233804	2/pk, 250pks per bx	\$17.54 bx	\$17.54 bx
23	30 BTL	ODOFORM MEDICATED PACKING STRIP 1/4 INCH BY 5 YARDS	1121-146	12 per case	\$30.62 cs	\$30.62 cs
24	10 EA	LICTROL SHAMPOO-1 GAL	NO BID	NO BID	NO BID	NO BID
25	100 BX	IMODIUM AD 2MG	834-170821	12 per box	\$3.59 bx	\$3.59 bx
26	45 EA	MICONAZOL NITRATE VAG CREAM - 7 2% 45 GM	7805-50	each	\$1.86 ea	\$1.86 ea
27	30 CS	MILK OF MAGNESIA	0469-16	bottle	\$1.46 btl	\$1.46 btl
28	50 BTL	ONE-A-DAY MULTI-VITAMIN	NO BID	NO BID	NO BID	NO BID
29	5 BX	ONE STEP HCG PREGNANCY TEST	NO BID	NO BID	NO BID	NO BID
30	200 EA	ORABASE WITH BENZOCAINE 5 MG	0065-45	each	\$4.71 ea	\$4.71 ea
31	2,000 EA	ORAJEL MAX .25-OZ TUBE	2224-06	each	\$4.16 ea	\$4.16 ea
32	2,000 EA	PRENATAL VITAMIN NATALINS-RX	NO BID	NO BID	NO BID	NO BID
33	500 EA	TRIPLE ANTIBIOTIC CREAM 1 OZ	M886606	each	\$5.35 ea	\$5.35 ea
34	400 BX	TUMS/ANTACID	17-74152	160 per bottle	\$13.27 btl	\$13.27 btl

☒ 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: Anita Eichenlaub Date of Bid: 7/16/10

Printed Name and Title of Signer: Anita Eichenlaub

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

BID SPECIFICATIONS

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address: Attn: Abigail Dass
306 West 4th Street
Georgetown, TX 78626

Billing Address: Attn: Toni Mace
508 South Rock Street
Georgetown, TX 78626

Point Of Contact: Capt. Kathleen Pokluda 512/943-1407

State delivery time after receipt of purchase order typically 2-3 days ARO, depending on the item
Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

McKesson Medical-Surgical
8121 10th Avenue North
Golden Valley, MN 55427

McKESSON
Empowering Healthcare

May 18, 2001

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

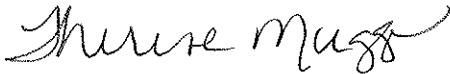
RE: Medical Supplies for the Williamson County Jail– 11WCA026 - Items 26, 28, 29

Ms. Hancock:

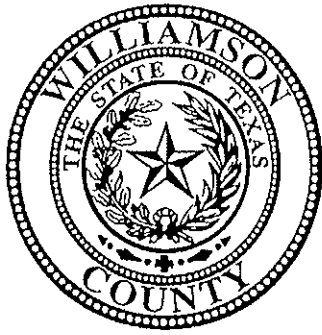
This letter is to inform McKesson would like to renew the above-mentioned contract for the next fiscal year at the same pricing, terms and conditions.

The contract period will be October 1, 2011 through September 30, 2012.

Sincerely,



Therese Mugge
Director Government Sales
McKesson Medical Surgical Inc.



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

<http://www.wilco.org/purchasing>

October 6, 2010

McKesson Medical Surgical, Inc.
Therese Mugge
8741 Landmark Road
Richmond, VA, 23228

RE: Bid/Contract # 11WCA026- Medical Supplies for Jail
(Items 26, 28, 29)

Dear Ms. Mugge,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Medical Supplies for Williamson County Jail to your company as indicated above for the contract period October 5, 2010 through September 30, 2011. Your contract number is 11WCA026.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL

BID NUMBER: 11WCA026

NAME OF BIDDER: McKesson Medical-Surgical Inc

Mailing Address: 8741 Landmark Road

City: Richmond State: VA Zip: 23228

Email Address: government.pcsales@mcKesson.com

Telephone: (800) 328-8111 x 6588 Fax: (800) 237-9766

Mobile Phone: ()

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
General medical supplies						
1	60,000 EA	4 X 4 NON-STERILE GAUZE	4408200	200ea/bx 20bx/cs	.0095	1.90/bx 37.97/cs
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX	58-104	200ea/bx 15bx/cs	.0064	1.00/bx 19.20/cs
3	20 PKG	CHEM STRIP - 10 TEST STRIPS	107-1056	100ea/vl	.3188	31.88/vl
4	5 CS	E.R. LACERATION TRAY SINGLE USE WITH TOOLS	25-2691	ea 20ea/cs	7.99	7.99/ea 159.71/cs
5	500 EA	INSTANT ICE PACKS 6" X 9"				
Diabetic supplies						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM	06-203	ea 10ea/cs	28.99	28.99/ea 173.91/cs
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM	06-201-50	50 ea/bx 24bx/cs	.4928	24.64/bx 591.36/cs
8	200 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE	00187074633	3ea/bx	4.44	13.32/bx
9	50 BX	INSULIN SYRINGE W/NEEDLE 1CC 28GA 1/2INCH	102-SNIC2805	100ea/bx 5bx/cs	.1058	10.58/bx 52.90/cs
10	50,000 EA	LANCETS - UNISTICK 2	AT-0712	100ea/bx	.1563	15.63/bx
Gloves						
11	15,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - SMALL	DGP-350-S	100ea/bx 10 bx/cs	.0719	7.19/bx 71.86/cs
12	40,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - MEDIUM	DGP-350-M	100ea/bx 10bx/cs	.0719	7.19/bx 71.86/cs
13	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - LARGE	DGP-350-L	100ea/bx 10bx/cs	.0719	7.19/bx 71.86/cs
14	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - XL	DGP-350-XL	100ea/bx 10bx/cs	.0719	7.19/bx 71.86/cs

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
OVER-THE-COUNTER DRUGS/MEDICATION						
15	15 BTL	ACETAMINOPHEN 500 MG	60-201-01	100 ea/bt 12 bt/cs	.0137	1.37/bt 16.41/cs
16	20 BTL	ASA 325MG	60-921-01	100 ea/bt 12 bt/cs	.0133	1.33/bt 15.95/cs
17	5,000 EA	ASPRIN, BABY CHEWABLE TABLETS	60-911-36	36 ea/bt 12 bt/cs	.023056	.83/bt 9.96/cs
18	500 EA	CLOTRIMAZOLE CREAM 1 OZ	51672200202	102/ea	1.90	1.90/ea
19	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ	50466	24 ea/cs	1.1275	27.06/cs
20	5 BTL	FOLIC ACID 1 MG	6373901010	100 ea/bpx	.0676	6.76/bpx
21	300 EA	HYDROCORTISONE CREAM - 1 OZ TUBE	49348052272	102/ea	1.24	1.24/ea
22	100 BTL	IBUPROFEN 200 MG	60-941-01	100 ea/bt 12 bt/cs	.0208	2.08/bt 24.97/cs
23	30 BTL	ODOFORM MEDICATED PACKING STRIP 1/4 INCH BY 5 YARDS	61-59145	1 ea/bt 12 bt/cs	2.18	2.18/bt 26.15/cs
24	10 EA	LICTROL SHAMPOO-1 GAL	DD348888	202/ea	7.445	14.89/ea
25	100 BX	IMODIUM AD 2MG	60-381-24	24 ea/bt 12 bt/cs	.07583	1.82/bt 21.78/cs
26	45 EA	MICONAZOL NITRATE VAG CREAM - 7 2% 45 GM	49348068972	102/ea	1.25	1.25/ea
27	30 CS	MILK OF MAGNESIA	57896064916	1602/ea	.078125	1.25/ea
28	50 BTL	ONE-A-DAY MULTI-VITAMIN	57896050101	100 ea/bt 12 bt/cs	.0113	1.13/bt 12.61/cs
29	5 BX	ONE STEP HCG PREGNANCY TEST	32-111	25 ea/kt	.4332	10.83/kt
30	200 EA	ORABASE WITH BENZOCAINE 5 MG	38341006545	6 gm/ea	.70	4.20/ea
31	2,000 EA	ORAJEL MAX .25-OZ TUBE	31031032050	.1802/ea	4.75	4.75/ea
32	2,000 EA	PRENATAL VITAMIN NATALINS-RX	00904531360	100 ea/bt	.0323	3.23/bt
33	500 EA	TRIPLE ANTIBIOTIC CREAM 1 OZ	49348002972	102/ea 36 ea/cs	2.43	2.43/EA
34	400 BX	TUMS/ANTACID	49348073344	30 ea/bpx	.0433	1.30/bpx

☒ 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: Therese Mugge Date of Bid: July 19, 2010

Printed Name and Title of Signer: Therese Mugge, Director Government Sales

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

BID SPECIFICATIONS

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address:	Attn: Abigail Dass 306 West 4 th Street Georgetown, TX 78626	
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626	
Point Of Contact:	Capt. Kathleen Pokluda	512/943-1407

State delivery time after receipt of purchase order 1-3 days ARO - Stocked items

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.



Emed Medical Company
Government Sales Division

May 31, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Medical Supplies for the Williamson County Jail– 11WCA026 - Items 3, 34, 21

Ms. Hancock:

This letter is to inform Williamson County that Emed Medical Company would like to renew the above-mentioned contract for the next fiscal year at the same pricing, terms and conditions.

The contract period will be October 1, 2011 through September 30, 2012.

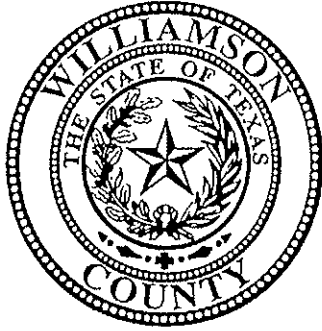
Sincerely,

A handwritten signature in cursive script, reading "Satonya L. Booker".

Satonya L. Booker
Government Accounts Manager

12163 Bridgeton Square Drive, Bridgeton, Missouri 63044
877-848-EMED (3633) Fax 877-532-5194/314-344-4303 www.emedmedical.com www.emedrx.com

12163 Bridgeton Square Dr. * St. Louis, MO 63044
Phone: 314-739-6815 * Fax: 314-739-6114 * www.emedmedical.com



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

<http://www.wilco.org/purchasing>

October 6, 2010

Emed Medical Company
Satonya Booker
12163 Bridgeton Square
Bridgeton, MO 63044

RE: Bid/Contract # 11WCA026- Medical Supplies for Jail
(Items 3, 34, 21)

Dear Ms. Booker,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Medical Supplies for Williamson County Jail to your company as indicated above for the contract period October 5, 2010 through September 30, 2011. Your contract number is 11WCA026.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL

BID NUMBER: 11WCA026

NAME OF BIDDER: Emed Medical Company
 Mailing Address: 12163 Bridgeton Square
 City: Bridgeton State: MD Zip: 20644
 Email Address: hbooker@emedmedical.com
 Telephone: (314) 291-3633 Fax: (314) 344-4303
 Mobile Phone: (314) 378-3797

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
General medical supplies						
1	60,000 EA	4 X 4 NON-STERILE GAUZE	00000-0001-04	200/Box	.046	2.93
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX	33333-1103-00	200/Box	.0088	1.76
3	20 PKG	CHEM STRIP - 10 TEST STRIPS	5924-0515-10	100/Box	.1149	11.49
4	5 CS	E.R. LACERATION TRAY SINGLE USE WITH TOOLS	DYNIT 03901	20	5.2194	104.39
5	500 EA	INSTANT ICE PACKS 6" X 9"	0101-04	1 EACH	.5059	.51
Diabetic supplies						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM	21292001	1	15.225	15.22
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM	56151-0010-01	100	.5024	50.24
8	200 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE	0070-30	31PKG	4.2157	12.65
9	50 BX	INSULIN SYRINGE W/NEEDLE 1CC 28GA 1/2INCH	8620708	100/Box	.1053	10.53
10	50,000 EA	LANCETS - UNISTICK 2	384700-70001-4	100	.1626	16.26
Gloves						
11	15,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - SMALL	Microflex SP200	100	.1412	14.12
12	40,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - MEDIUM	Microflex SP200	100	.1412	14.12
13	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - LARGE	Microflex SP200	100	.1412	14.12
14	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - XL	Microflex SP200	100	.1412	14.12

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
OVER-THE-COUNTER DRUGS/MEDICATION						
15	15 BTL	ACETAMINOPHEN 500 MG	10135-0152 51645-0226	100 1000	1.0124 .6076	1.24 7.65
16	20 BTL	ASA 325MG	00904-2009 57896	500 1000	.0072 .0280	3.59 5.62
17	5,000 EA	ASPRIN, BABY CHEWABLE TABLETS	51645 368604 100804	100 30 100	.0081 .0209 .0308	.81 .75 3.08
18	500 EA	CLOTRIMAZOLE CREAM 1 OZ	51672-2002 -02	1	2.0071	2.05
19	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ	Ensure Plus	24	2.3166	56.32
20	5 BTL	FOLIC ACID 1 MG	55143 65167	1000 100	.0054 .0348	25.38 3.48
21	300 EA	HYDROCORTISONE CREAM - 1 OZ TUBE	51672- 201302	1	1.176	1.12
22	100 BTL	IBUPROFEN 200 MG	100001 10001	1000 100	.0550 .0181	14.95 1.81
23	30 BTL	ODOFORM MEDICATED PACKING STRIP 1/4 INCH BY 5 YARDS	08219-78 31-00	1	3.6706	3.67
24	10 EA	LICTROL SHAMPOO-1 GAL	Disc By Manufacturer			20.810
25	100 BX	IMODIUM AD 2MG	51000-012 3-12	12	.0735	.88
26	45 EA	MICONAZOL NITRATE VAG CREAM - 7 2% 45 GM	51672- 2035-06	1	3.6588	3.66
27	30 CS	MILK OF MAGNESIA	00904-0788 -16	16	.0897	1.44
28	50 BTL	ONE-A-DAY MULTI-VITAMIN	57896-0007 016	100	.0132	1.32
29	5 BX	ONE STEP HCG PREGNANCY TEST	0011-00187 0021100	25 25	2.0847 .8824	52.12 22.06
30	200 EA	ORABASE WITH BENZOCAINE 5 MG	ORABASE	5 mg	10.8541	54.27
31	2,000 EA	ORAJEL MAX .25-OZ TUBE	Reg	1	4.9529	4.95
32	2,000 EA	PRENATAL VITAMIN NATALINS-RX	55-1001 016	100	.2253	22.53
33	500 EA	TRIPLE ANTIBIOTIC CREAM 1 OZ	005104- 03431	1	3.000	3.00
34	400 BX	TUMS/ANTACID	51645013 5-15	150	.0118	1.76

☒ 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: Seronya Booker Date of Bid: 7/19/10

Printed Name and Title of Signer: Seronya Booker Government Act Mgr

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

BID SPECIFICATIONS

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address:	Attn: Abigail Dass 306 West 4 th Street Georgetown, TX 78626	
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626	
Point Of Contact:	Capt. Kathleen Pokluda	512/943-1407

State delivery time after receipt of purchase order 7-10 days.

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.



June 20, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Medical Supplies for the Williamson County Jail--- 11WCA026 - Items 7, 17, 32

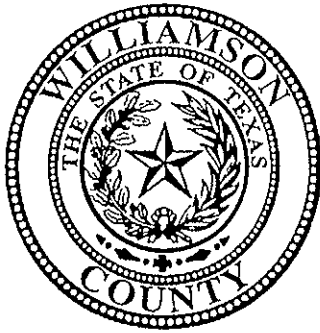
Ms. Hancock:

This letter is to inform Williamson County that Alpha Scientific Medical would like to renew the above-mentioned contract for the next fiscal year at the same pricing, terms and conditions. However, item # 17 has been discontinued by the manufacturer so we will no longer be able to supply it.

The contract period for item# 7 and 32 will be October 1, 2011 through September 30, 2012.

Sincerely,

Minita Patel
Account Representative



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

<http://www.wilco.org/purchasing>

October 6, 2010

Alpha Scientific Medical, Inc.
Minita Patel
1751 Yeager Ave
La Verne, CA 91750

RE: Bid/Contract # 11WCA026- Medical Supplies for Jail
(Items 7, 17, 32)

Dear Ms. Shaw,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Medical Supplies for Williamson County Jail to your company as indicated above for the contract period October 5, 2010 through September 30, 2011. Your contract number is 11WCA026.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL

BID NUMBER: 11WCA026

ALPHA SCIENTIFIC MEDICAL, INC

NAME OF BIDDER: _____

Mailing Address: _____ 1751 YEAGER AVE _____

City: _____ LA VERNE _____ State: _____ CA _____ Zip: _____ 91750 _____

Email Address: _____ mpatel@asmionline.com _____

Telephone: (_____ 909 _____) _____ 802-7007 ext 234 _____ Fax: (_____ 909 _____) _____ 802-7031 _____

Mobile Phone: (_____ 909 _____) _____ 630-9451 _____

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
General medical supplies						
1	60,000 EA	4 X 4 NON-STERILE GAUZE 12ply	AMD-3006	200PK/10 PK CS	\$.01425	\$2.85pk/28.50cs
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX	KEN-5150	200BX/20BX CS	\$.00625	\$1.25BX/25.00 CS
3	20 PKG	CHEM STRIP - 10 TEST STRIPS	ROC-3266763	100BTL	\$.51	\$51.00
4	5 CS	E.R. LACERATION TRAY SINGLE USE WITH TOOLS	BUS-749	20 PER CS	\$11.05	\$221.00
5	500 EA	INSTANT ICE PACKS 6" X 9"	JFR-10104	24 PER CS	\$.4167	\$ 10.00
Diabetic supplies						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM	HEN-1085728	EA	\$18.10	\$18.10
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM	HEN-8909813	100/BX	\$.32	\$32.00
8	200 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE	NA	NA	NA	NA
9	50 BX	INSULIN SYRINGE W/NEEDLE 1CC 28GA 1/2INCH	KEN-8881501	100BX/5 CS	\$.1980	\$19.80BX \$99.00 CS
10	50,000 EA	LANCETS - UNISTICK 2	QWE-AT0700	50/BX	\$.18	\$8.75
Gloves						
11	15,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - SMALL	HEN-MF300S	100 BX/10 CS	\$.10	\$9.60 BX \$96.00 CS
12	40,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - MEDIUM	HEN-MF300M	100 BX/10 CS	\$.10	\$9.60 BX \$96.00 CS
13	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - LARGE	HEN-MF300L	100 BX/10 CS	\$.10	\$9.60 BX \$96.00 CS
14	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - XL	HEN-MF300XL	100 BX/10 CS	\$.10	\$9.60 BX \$96.00CS

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
OVER-THE-COUNTER DRUGS/MEDICATION						
15	15 BTL	ACETAMINOPHEN 500 MG	AG-502368	1000 BTL	\$.0077	\$7.70 BTL
16	20 BTL	ASA 325MG	AME-228551	100 BTL	\$.0099	\$.99
17	5,000 EA	ASPRIN, BABY CHEWABLE TABLETS	AME-185777	120 BTL	\$.0113	\$1.35
18	500 EA	CLOTRIMAZOLE CREAM 1 OZ	AME-327437	EACH	\$1.75	\$1.75
19	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ	HEN-1206270	24 CS	\$1.32	\$31.70
20	5 BTL	FOLIC ACID 1 MG	AME-982847	100 BTL	\$.075	\$7.50 BTL
21	300 EA	HYDROCORTISONE CREAM - 1 OZ TUBE	AG-390013	EACH	\$1.20	\$1.20
22	100 BTL	IBUPROFEN 200 MG	AME-313573	1000 BTL	\$.0155	\$15.50
23	30 BTL	ODOFORM MEDICATED PACKING STRIP 1/4 INCH BY 5 YARDS	IMD-612505	EA/12CS	\$1.95	\$1.95EA/ 23.40 CS
24	10 EA	LICTROL SHAMPOO-1 GAL	N/A	N/A	N/A	N/A
25	100 BX	IMODIUM AD 2MG	AME-288771	48 BX	\$.2583	\$12.40
26	45 EA	MICONAZOL NITRATE VAG CREAM - 7 2% 45 GM (WITH APPLICATOR)	AG-500010	TUBE	\$3.20	\$3.20
27	30 CS	MILK OF MAGNESIA (16 OZ)	AME-343436	EA/12 CS	\$3.55	\$3.55 EA \$42.60 CS
28	50 BTL	ONE-A-DAY MULTI-VITAMIN	AME-836888	60 BTL	\$.1325	\$7.95 EA
29	5 BX	ONE STEP HCG PREGNANCY TEST	ADP-072496	50 BX	\$.50	\$25.00
30	200 EA	ORABASE WITH BENZOCAINE 5 MG	NA	NA	NA	NA
31	2,000 EA	ORAJEL MAX .25-OZ TUBE	NA	NA	NA	NA
32	2,000 EA	PRENATAL VITAMIN NATALINS-RX (W/IRN	ADP-576832	100 BTL/12 CS	\$.016	\$1.60 EA \$19.20 CS
33	500 EA	TRIPLE ANTIBIOTIC CREAM 1 OZ	EXP-887452	EA	\$2.20	\$2.20
34	400 BX	TUMS/ANTACID	NA	NA	NA	NA

☒ 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).

Minita Patel Date of Bid: 7/19/2010

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Minita Patel Account Manager

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

BID SPECIFICATIONS

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address:	Attn: Abigail Dass 306 West 4 th Street Georgetown, TX 78626	
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626	
Point Of Contact:	Capt. Kathleen Pokluda	512/943-1407

State delivery time after receipt of purchase order 3-10 DAYS.

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

Corporate Website



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About BASF

Products & Industries

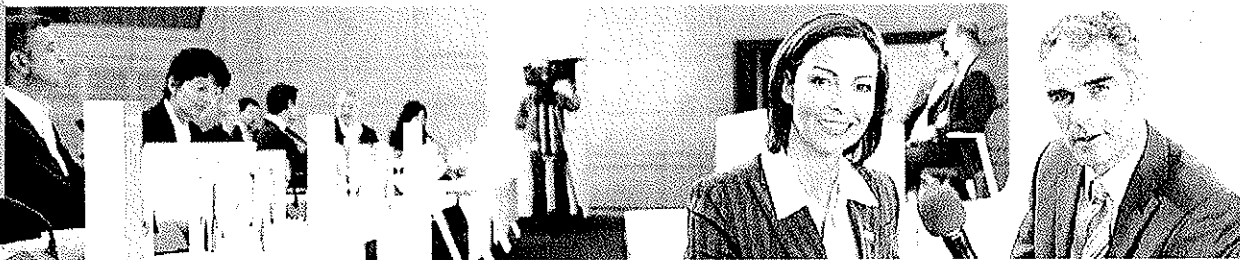
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Sustainability

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BASF increases prices for pharmaceutical excipients and active ingredients

2011-04-01

P-11-223

Effective April 1, 2011, BASF will increase the sales prices globally for all pharmaceutical excipients and active pharmaceutical ingredients by at least 10% depending on the product group.

This price increase affects the entire excipients portfolio including the Kollidon®, Kollicoat®, Cremophor®, and Lutrol® brands. The affected active pharmaceutical ingredient (API) portfolio contains products like Ibuprofen, Caffeine, and Ephedrine.

Due to the continued rise in costs for raw materials, energy and labor this price increase has become necessary. All existing contractual obligations will be honored.

About BASF's Pharma Ingredients & Services

BASF produces and markets a broad range of active ingredients and excipients, as well as exclusive synthesis services for the pharmaceutical industry. These products are made using the latest technologies, to the highest quality standards and in compliance with cGMP guidelines. Further information can be found at www.pharmaingredients.basf.com.

About BASF

BASF is the world's leading chemical company: The Chemical Company. Its portfolio ranges from chemicals, plastics, performance products, and agricultural products to oil and gas. As a reliable partner BASF creates chemistry to help its customers in virtually all industries to be more successful. With its high-value products and intelligent solutions, BASF plays an important role in finding answers to global challenges such as climate protection, energy efficiency, nutrition and mobility. BASF posted sales of more than €63.9 billion in 2010 and had approximately 109,000 employees as of the end of the year. Further information on BASF is available on the Internet at www.basf.com or in the Social Media Newsroom at newsroom.basf.com.

Ulla Spengler

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Fax: +49 621 60-48229

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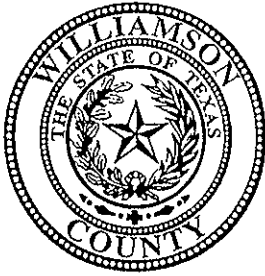
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**WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626**

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL

BID NUMBER: 11WCA026

BIDS MUST BE RECEIVED ON OR BEFORE: July 20, 2010 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: July 20, 2010 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department on or before **1:30 pm on Tuesday, July 20, 2010**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

TRIPPLICATE: All bids must be submitted in triplicate (1 original complete bid set and 2 copies of the bid set). 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 must have the same attachments as the original.

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

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 maybe 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.

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, Kurt Showalter, Financial Manager, Williamson County Sheriff's Office, 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, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

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 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
MEDICAL SUPPLIES FOR JAIL BID

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 Thursday, July 15, 2010**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

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

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Capt. Kathleen Pokluda
306 West 4th Street
Georgetown, TX 78626
(512) 943-1407
kpokluda@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, 2011. 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, 2010 thru September 30, 2011 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, 2008 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>

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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.

WORKERS' 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 Division of Workers' Compensation requirements.

BID SPECIFICATIONS

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address:	Attn: Abigail Dass 306 West 4 th Street Georgetown, TX 78626	
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626	
Point Of Contact:	Capt. Kathleen Pokluda	512/943-1407

State delivery time after receipt of purchase order_____.

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

WILLIAMSON COUNTY BID FORM**MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL****BID NUMBER: 11WCA026**

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
General medical supplies						
1	60,000 EA	4 X 4 NON-STERILE GAUZE				
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX				
3	20 PKG	CHEM STRIP - 10 TEST STRIPS				
4	5 CS	E.R. LACERATION TRAY SINGLE USE WITH TOOLS				
5	500 EA	INSTANT ICE PACKS 6" X 9"				
Diabetic supplies						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM				
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM				
8	200 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE				
9	50 BX	INSULIN SYRINGE W/NEEDLE 1CC 28GA 1/2INCH				
10	50,000 EA	LANCETS - UNISTICK 2				
Gloves						
11	15,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - SMALL				
12	40,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - MEDIUM				
13	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - LARGE				
14	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - XL				

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
OVER-THE-COUNTER DRUGS/MEDICATION						
15	15 BTL	ACETAMINOPHEN 500 MG				
16	20 BTL	ASA 325MG				
17	5,000 EA	ASPRIN, BABY CHEWABLE TABLETS				
18	500 EA	CLOTRIMAZOLE CREAM 1 OZ				
19	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ				
20	5 BTL	FOLIC ACID 1 MG				
21	300 EA	HYDROCORTISONE CREAM - 1 OZ TUBE				
22	100 BTL	IBUPROFEN 200 MG				
23	30 BTL	ODOFORM MEDICATED PACKING STRIP 1/4 INCH BY 5 YARDS				
24	10 EA	LICTROL SHAMPOO-1 GAL				
25	100 BX	IMODIUM AD 2MG				
26	45 EA	MICONAZOL NITRATE VAG CREAM - 7 2% 45 GM				
27	30 CS	MILK OF MAGNESIA				
28	50 BTL	ONE-A-DAY MULTI-VITAMIN				
29	5 BX	ONE STEP HCG PREGNANCY TEST				
30	200 EA	ORABASE WITH BENZOCAINE 5 MG				
31	2,000 EA	ORAJEL MAX .25-OZ TUBE				
32	2,000 EA	PRENATAL VITAMIN NATALINS-RX				
33	500 EA	TRIPLE ANTIBIOTIC CREAM 1 OZ				
34	400 BX	TUMS/ANTACID				

☐ 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).

Date of Bid: _____

Signature of Person Authorized to Sign 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

Rising medical supply costs? Blame cotton

January 13, 2011

by Brendon Nafziger, DOTmed News Associate Editor

Cotton prices that haven't been seen since the Civil War, oil approaching \$100 a barrel and other factors could help drive up the cost of medical supplies this year, according to a group purchasing organization's predictions.

Analysts with Novation, a GPO in Irving, Texas, said a "tsunami" of problems have struck textiles.

Devastating storms that have racked cotton fields in Pakistan and Australia, coupled with China's insatiable demand for commodities and a severe shortage of spinners, have driven cotton prices to historic levels, "the likes of which we have not seen since Reconstruction," Shawn Fleming, a portfolio executive for Novation, told DOTmed News.

"Typically, over the last 20 years, [the price went] from 50 cents to 70 cents a pound," Fleming said. "We now have pricing over 1.50 a pound."

In August, cotton was trading at around 84 cents per pound. By Dec. 21, it reached a historic high of \$1.60 a pound. Some analysts think it will reach \$2 by spring.

This translates into higher prices for cotton-heavy supplies, like terry towels. Already, Fleming said he has seen price increases from suppliers of 19 percent in January, on top of a 10 percent increase in July.

But Fleming said Novation hasn't passed this onto its members yet. The GPO launched a "very aggressive" contract haggle with a supplier last year (contracts are typically fixed for three years), but Fleming said it's likely at some point this year prices to members would rise.

"I would expect by midyear, unfortunately, to pass along some increase as yet to be determined to the membership at large, just because I don't see [prices] returning to normalcy, to 90 cents a pound," he said.

Partly, the pressure on pricing comes from bad weather, with this week bringing more bad news. The Australian state of Queensland, particularly the city Brisbane, was struck by massive floods, some of the worst in a century, according to reports. Cotton crop losses total about 300,000 bales, the Australian Cotton Shippers Association said.

But there's also a lack of yarn spinners. "Most manufacturers that manufacture textiles, even if they're vertically integrated all the way through, they typically source their yarn products," Fleming said.

Many of these spinners were put out of business in 2008 when the financial crisis hit, and haven't had time to get back up and running yet, Fleming said. And the ones who are left are charging 30 percent to 35 percent more than they used to.

"There's a huge shortage of yarn spinners -- they can literally pick and choose what they want to spin."

In reaction to rising cotton prices, farmers are planting more cotton, with U.S. farmers in California doubling the amount of cotton they planted two years ago, Bloomberg reports. This could help drive down prices next year, analysts predict.

But for this year at least, the continuing rise of the price of oil could force up transportation costs, which could again be felt in supply-purchasing budgets.

And with a weakening dollar and gradually thawing economy, oil prices are poised to hit \$100 a barrel this year, an important psychological cut-off, according to analysts.

Oil hasn't risen above \$98 since Oct. 2008, when the financial crisis started, according to reports. Now it's trading at \$91.74 in New York.

Fleming said oil prices typically peak over the summer.

"If we don't start ticking back down, we'll certainly be well over \$100 a barrel by summer."

According to U.S. Energy Department projections, this year demand will increase by about 1.7 percent to reach 87.8 million barrels a day. But don't wait for OPEC to open the taps, industry watchers say, as it promised to rein in production two years ago.

"I'm very cautious about this year," Fleming said. "When I look at budgets, I think people need to be prepared."

11WCA039/Contract Towing

11WCA039A

Triton Towing Inc. – renew for Southeast One- Class A, Class B

(11WCA039)

Southeast Two –Class A

A-Excellence Wrecker Service Inc. – renew Southwest-Class A

(11WCA039)

Cen Tex Towing - renew Northeast - Class A, Northeast Class B

(11WCA039A)

Customz Wrecker – renew Southwest Class B

(11WCA039A)



24 Hr. Light & Medium Duty Towing

Triton Towing Inc.

P.O. BOX 456 HUTTO, TX. 78634 MAIN # 512-252-2727

June 3, 2011

Williamson County Purchasing Department

Attn: Kerstin Hancock

301 SE Inner Loop – Suite 106

Georgetown, TX 78626

RE: Renewal – Contract Towing 11WCA039 – Southeast One - Class A, Class B

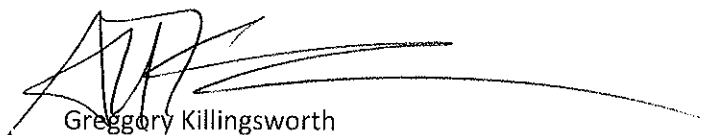
Southeast Two –Class A

Ms. Hancock:

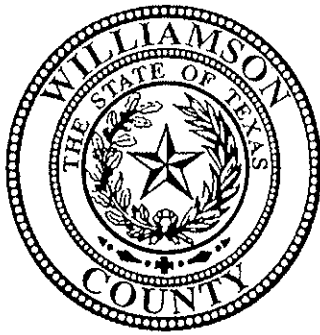
This letter is to inform Williamson County that Triton Towing wishes to renew our Towing contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,



Gregory Killingsworth



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

<http://www.wilco.org/purchasing>

October 11, 2010

Triton Towing, Inc.
1204 Lincoln Ave
Pflugerville, TX 78660

Re: Bid/Contract # 11WCA039 – Contract Towing Service for Williamson County (see attached bid tabulation for detailed award information)

Dear Mr. Killingsworth:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Towing Service for Williamson County (see attached bid tabulation for details) to your company for the next fiscal year beginning October 1, 2010 through September 30, 2011. Your contract number is 11WCA039.

The bid tabulation is also located on our County web site at the following link:
<http://www.wilco.org/purchasing>

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY
BID NUMBER: 11WCA039

NAME OF BIDDER: Triton Towing Inc.

Mailing Address: P.O. Box 456
City: Hutto State: Tx Zip: 78634

Email Address: Triton Towing@SBCglobal.net

Telephone: (512) 252-2727 Fax: (512) 846-2298

Mobile Phone: (512) 779-3150

AREA BEING BID: Southeast Area 1

"PER HAUL" BID PRICE FOR CLASS A TOWS: \$94⁰⁰
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$400
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: Southeast Area 2

"PER HAUL" BID PRICE FOR CLASS A TOWS: \$119⁰⁰
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$400
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

Bid More Areas: Put bid on a separate sheet and attach to this bid.

CHECK ONE OF THE FOLLOWING:

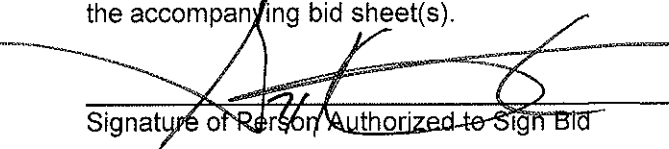
☒ low item basis. (Will accept award on "any or all" items.)

☐ "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 provision 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:

7/18/2010

Printed Name and Title of Signer:

Gregory Killingsworth

A-Excellence Wrecker Service Inc.
1411-b Sam Bass Rd
Round Rock Tx, 78681
Tel: 512-634-7656
Fax: 512-869-4936

May 26, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Contract Towing 11WCA039 – Southwest- Class A

Ms. Hancock:

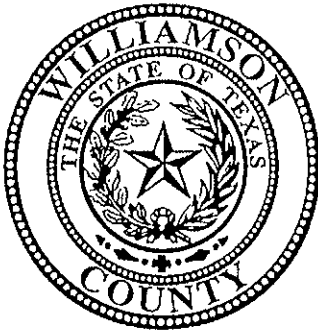
This letter is to inform Williamson County that A Excellence Wrecker wishes to renew our Towing contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Jose M. Ortega", with a stylized flourish at the end.

Jose M. Ortega
President



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

<http://www.wilco.org/purchasing>

October 11, 2010

A-Excellence Wrecker Service
1411-B Sam Bass Rd.
Round Rock, TX 78681

Re: Bid/Contract # 11WCA039 – Contract Towing Service for Williamson County (see attached bid tabulation for detailed award information)

Dear Mr. Ortega:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Towing Service for Williamson County (see attached bid tabulation for details) to your company for the next fiscal year beginning October 1, 2010 through September 30, 2011. Your contract number is 11WCA039.

The bid tabulation is also located on our County web site at the following link:
<http://www.wilco.org/purchasing>

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,
Kerstin Hancock
Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY
BID NUMBER: 11WCA039

NAME OF BIDDER: A-Excellence Wrecker Service

Mailing Address: 1411-B Sam Bass Rd
City: Round Rock State: TX Zip: 78681

Email Address: aexcellence21@yahoo.com

Telephone: (512) 634-7656 Fax: (512) 310-1645

Mobile Phone: (512) 656-1553

AREA BEING BID: South West

"PER HAUL" BID PRICE FOR CLASS A TOWS: \$95.00
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: _____

"PER HAUL" BID PRICE FOR CLASS A TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

Bid More Areas: Put bid on a separate sheet and attach to this bid.

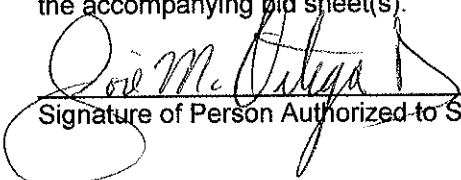
CHECK ONE OF THE FOLLOWING:

- ☒ 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 provision 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).

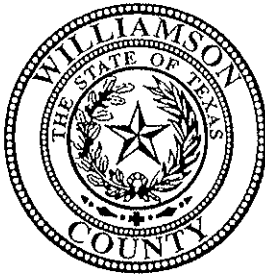

Signature of Person Authorized to Sign Bid

Date of Bid:

7/20/10

Printed Name and Title of Signer:

Jose M. Ortega President



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY

BID NUMBER: 11WCA039

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: JULY 20, 2010 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department on or before **1:30 pm on Tuesday, July 20, 2010**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

SUBMITTAL: An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

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

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 maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: A primary, secondary, third, and fourth award **may** be made for this bid. 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.

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, Captain Mike Gleason, Williamson County Sheriff's Office, 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, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

CONTRACT EXTENSIONS: At the end of the contract period, 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. Any requested price adjustments must follow the economic adjustment clause in the bid documents. 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.

ECONOMIC ADJUSTMENT: The County may authorize a price adjustment on a three (3) month or six (6) month basis, providing funding has been approved for the budget year. The price adjustment will be dependent on
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY BID

the U.S. Department of Labor Producer Price Index (PPI) for the Industry and Product Group – Truck Transportation, Industry Code 484. In the event the PPI percentage change, found on Table, "Producer price indexes for the net output of selected industries and their products not seasonally adjusted" is 5% or greater after three months or 10% or greater after six months, the county may authorize the vendor, in writing, to adjust the cost of services to the County, either up or down, in accordance with the percentage change in the PPI.

Any services delivered by a Vendor at a not agreed upon price are done so at the Vendor's risk.

The total price adjustment for a twelve (12) month period shall not exceed 15%. A minimum of three (3) months shall elapse between adjustments.

BID CONTACTS

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Captain Mike Gleason
508 S. Rock Street
Georgetown, TX 78626
(512) 943-1352
klock@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. This period shall be until the end of the Initial Contract Period. 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, 2010 through September 30, 2011 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/ETHICS: 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 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's 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 document. This form must be completed, signed, and submitted with your proposal.

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract for convenience and without cause or further liability upon thirty (30) days written notice to the selected Bidder. In the event of such termination, it is understood and agreed that only the amounts due to the selected bidder for services provided and expenses incurred to and including the date of termination, will be due and payable, if any. No penalty will be assessed for Williamson County's termination of this contract for convenience.

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.

WORKERS' 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 Division of Workers' Compensation requirements.

BID SPECIFICATIONS

IN-COUNTY CONTRACT TOWS:

The Contract Towing Service for In-County Contract Tows is to include, but may not be limited to abandoned, stolen, seized, evidentiary vehicles, or inoperable vehicles that are located within the bounds of Williamson County.

The towing will be done under the direction of the Williamson County Sheriff's Office.

The vehicles will be towed to the County impound lot located at 3151 SE Inner Loop, Georgetown, Texas.

This service will be ordered on an "As Needed" basis.

All bidders must guarantee that they can handle all vehicles within a specified area of the county.

Response time will be within 30 minutes, unless delayed by adverse weather conditions.

The successful bidder shall be on call 24 hours a day, every day of the year including holidays.

Drivers will be required to undergo a criminal history check before towing vehicles for the county.

There must be complete compliance with all relevant regulations of the Department of Public Safety and the Texas Department of Transportation, including either obtaining a permit or operating under a lawful exemption from the permit requirement.

The successful bidder must submit the pink copy of the vehicle impound sheet with their invoices no later than the 10th of the month for the previous month's hauls.

It is the intent of the Williamson County Commissioners Court to award contracts separately for towing to the impound lot (3151 SE Inner Loop, Georgetown, Texas) from each of the following areas: Northwest, Southwest, Northeast, Southeast Area 1, And Southeast Area 2.

Descriptions of these areas are stated below. Maps of these areas are available upon request from Tracy Doyal, Williamson County Sheriff's Office, at 512/943-1378.

Each bid must expressly specify which area is being bid. Any bidder, that wishes to bid for more than one area may do so, **provided the bidder has a business located in the area in which the bidders is bidding.**

The county anticipates awarding a primary, secondary, third, and fourth vendor for each of the areas listed on this bid.

All bids may be rejected for some areas, even though awards are made for others. The convenience of having a single source for adjacent areas will be taken into consideration together with price, reliability, and estimated response time in determining the lowest and best bids.

Bids that do not state a fixed price or which are subject to change without notice shall not be considered.

Contract Towing Services for In-County Contract Tows are to be bid on a "per haul" basis, stating a single firm price for each and every towing job. The bid price must include the use of any needed equipment and distance traveled.

Wreckers to be used for towing:

Class A (less than 1 ton -1.5 ton) – Vehicles 10,000 pounds or less

Class B (larger than 1.5 ton) – Vehicles in excess of 10,000 pounds

Bidder may submit a bid for either Class A tows or Class B tows or both.

AREA BOUNDARY DESCRIPTIONS:

NORTHWEST:

HWY 29 WEST BOUND LANES FROM THE WEST COUNTY LINE TO IH-35 SOUTH BOUND IH-35 LANES AND SOUTH BOUND IH-35 SERVICE ROADS FROM HWY 29 TO THE NORTH COUNTY LINE.

SOUTHWEST:

HWY 29 EAST BOUND LANES FROM THE WEST COUNTY LINE TO IH-35 SOUTH BOUND IH-35 LANES AND SOUTH BOUND IH-35 SERVICE ROADS FROM HWY 29 TO THE SOUTH COUNTY LINE.

NORTHEAST:

NORTH BOUND IH-35 LANES AND NORTH BOUND IH-35 SERVICE ROADS FROM THE NORTH COUNTY LINE TO HWY 29 AND HWY 29 WEST BOUND LANES FROM IH-35 TO HWY 95 NORTH BOUND LANES OF HWY 95, FROM THE INTERSECTION OF HWY 29 TO THE INTERSECTION WITH FM 1331 WEST BOUND LANES OF FM 1331 FROM THE INTERSECTION WITH HWY 95 TO THE EAST COUNTY LINE.

SOUTHEAST AREA 1:

HWY 29 EAST BOUND LANES FROM IH-35 TO FM 1660 SOUTH BOUND LANES OF FM 1660 TO CR 137 TO THE SOUTH COUNTY LINE. NORTH BOUND IH-35 LANES AND NORTH BOUND IH-35 SERVICE ROADS FROM HWY 29 TO THE SOUTH COUNTY LINE.

SOUTHEAST AREA 2:

EAST BOUND LANES OF HWY 29 FROM THE INTERSECTION WITH FM 1660 TO THE EAST COUNTY LINE. NORTH BOUND LANES OF FM 1660 AND CR 137 FROM THE INTERSECTION WITH HWY 29 TO SOUTH COUNTY LINE.

OUT OF COUNTY CONTRACT TOWS:

By submitting a bid for the above In-County Contract Tows, the bidder is agreeing to comply with the following terms relating to Out of County Contract Tows:

In addition to the requirements and obligations that are set forth herein above for In-County Contract Tows (Class A and B tows of vehicles situated within the bounds of Williamson County), from time to time, the successful bidder may be required to tow vehicles from outside the bounds of Williamson County. These types of vehicles may include, but not be limited to vehicles that were involved in pursuits and stolen, seized, evidentiary vehicles that are situated outside the bounds of Williamson County.

When the successful bidder is requested to tow an out of county vehicle, the towing company will be required to be en route to the vehicle's out of county location within 20 minutes from the time that the request for tow is made by Williamson County.

The successful bidder will be paid its In-County Contract Tow "Per Haul" Bid Price for Class A and/or B tows plus mileage at the rate of \$4.00 per mile for each mile that the successful bidder has to drive outside of the Williamson County boundary line in order to pick up and tow the vehicle back to the bounds of Williamson County (the extra mileage will only be paid for mileage driven outside of the bounds of Williamson County).

The above terms and conditions for In-County Contract Tows shall also apply to the Out of County Contract Tows to the extent that they do not conflict with the specific terms set forth for Out of County Contract Tows. If the terms for In-County Contract Tows conflict with the terms for Out of County Contract Tows, the Out of County Contract Tows shall control in relation to Out of County Contract Tows.

REMEDIES FOR BREACH:

If on two separate occasions during any term or terms of this contract the successful bidder fails to comply with any of the terms of this contract relating to In-County and/or Out of County Contract Tows (i.e. fail to respond to a tow within the allotted time, refuse to respond to an in-county and/or out of county tow request, etc.),

Williamson County shall have the option to suspend such towing company and any of its affiliated companies from providing any type of towing services to Williamson County, including, rotation tows. The time period for such suspension shall be determined by the Williamson County Sheriff's Office, but in no event shall the suspension period be less than 30 days. Williamson County's right to suspend a towing company for a breach of the terms of this contract shall be in addition to any remedies that are otherwise available at law or in equity.

WILLIAMSON COUNTY BID FORM
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY
BID NUMBER: 11WCA039

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

AREA BEING BID: _____

"PER HAUL" BID PRICE FOR CLASS A TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: _____

"PER HAUL" BID PRICE FOR CLASS A TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

Bid More Areas: Put bid on a separate sheet and attach to this bid.

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 provision 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: _____

Attachment A: Conflict of Interest



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: _____, 20____

Signature of person submitting form: _____

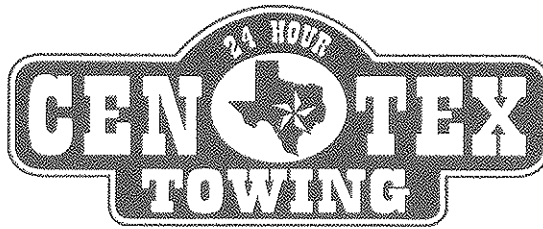
NOTARY:

Sworn and subscribed before me by _____ **on this the** _____ **day of**
_____, 20_____.

Notary Signature

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THE ABOVE BID FORM AND CONFLICT OF INTEREST STATEMENT
MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID



TDLR005593281C

(512) 863-7633

Mailing: P.O. Box 727, Georgetown, TX 78627 • Business: 1301 FM 972, Georgetown, TX 78626

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Contract Towing 11WCA039A – primary Northeast Class A
primary Northeast Class B

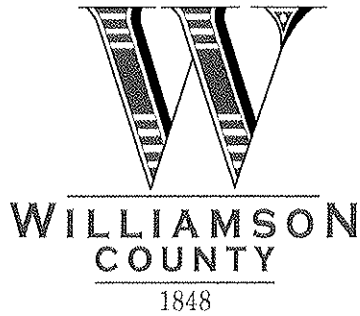
Ms. Hancock:

This letter is to inform Williamson County that Cen-Tex Towing wishes to renew our Towing contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,


President/CEO



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

<http://www.wilco.org/purchasing>

December 14, 2010

Cen-Tex Towing
Les Sybert
PO Box 727
Georgetown, TX 78627

Re: Bid/Contract # 11WCA039 A – Contract Towing Service for Williamson County
Primary vendor are Northeast Class A; Northeast Class B

Dear Mr. Sybert:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Towing Service for Williamson County for the above-referenced area/class to your company for the contract period December 14, 2010 through September 30, 2011. Your contract number is 11WCA039 A.

The bid tabulation is located on our County web site at the following link:
<http://www.wilco.org/purchasing>

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,
Kerstin Hancock
Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY
BID NUMBER: 11WCA039 A

NAME OF BIDDER: Cen-Tex Towing Inc.
Mailing Address: P.O. Box 727
City: Georgetown State: Tx Zip: 78627
Email Address: centextowing@yahoo.com
Telephone: (512) 863-7633 Fax: (512) 868-8844
Mobile Phone: ()

AREA BEING BID: SOUTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$175.00/xs
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHEAST

"PER HAUL" BID PRICE FOR CLASS A TOWS: \$75.00/xs
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$150.00/xs
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$175.00/xs
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

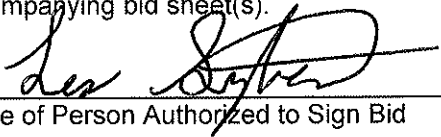
CHECK ONE OF THE FOLLOWING:

- ☒ 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 provision 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).



Date of Bid: 11/8/2010

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Les Sybert President/CEO

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Contract Towing 11WCA039 A – primary Southwest Class B

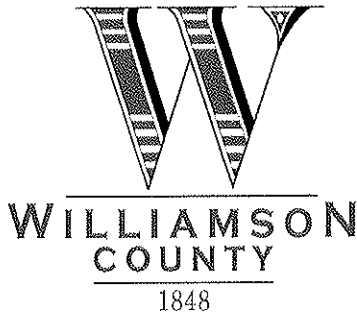
Ms. Hancock:

This letter is to inform Williamson County that Customz Wrecker wishes to renew our Towing contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kerstin Hancock", written in dark ink.



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

<http://www.wilco.org/purchasing>

December 14, 2010

Customz Wrecker
Ibrahim Nasser
16400 Terrace Dr.
Austin, TX 78728

Re: Bid/Contract # 11WCA039 A – Contract Towing Service for Williamson County
Primary vendor on area Southwest, Class B

Dear Mr. Nasser:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Towing Service for Williamson County for the above-referenced area/class to your company for the contract period December 14, 2010 through September 30, 2011. Your contract number is 11WCA039 A.

The bid tabulation is located on our County web site at the following link:
<http://www.wilco.org/purchasing>

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,
Kerstin Hancock
Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FC. 1
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY
BID NUMBER: 11WCA039 A

NAME OF BIDDER: Customz Wrecker Services

Mailing Address: 16400 Terrace Dr.

City: Austin State: TX Zip: 78728

Email Address: Customztowing@gmail.com

Telephone: (512) 244-0900 Fax: (512) 244-0902

Mobile Phone: (512) 294-0472 / (512) 589-8252 / (512) 850-1199

AREA BEING BID: SOUTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$ 245.00
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHEAST

"PER HAUL" BID PRICE FOR CLASS A TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

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.)

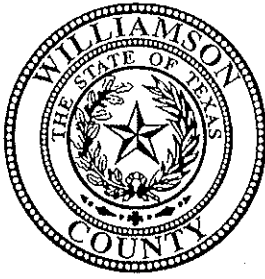
By signing this form:

- 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 provision 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).

Ibrahim Nasser Date of Bid: 11/12/10
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Ibrahim Nasser president/ceo



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY

BID NUMBER: 11WCA039 A

BIDS MUST BE RECEIVED ON OR BEFORE: NOVEMBER 16, 2010 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: NOVEMBER 16, 2010 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department on or before **1:30 pm on Tuesday, November 16, 2010**. Bids will be publicly opened at **2:00 pm or soon thereafter** in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

SUBMITTAL: An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

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

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 maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: A primary, secondary, third, and fourth award **may** be made for this bid. 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.

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, Captain Mike Gleason, Williamson County Sheriff's Office, 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 Date of award through September 30, 2011.
Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

CONTRACT EXTENSIONS: At the end of the contract period, 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. Any requested price adjustments must follow the economic adjustment clause in the bid documents. 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.

ECONOMIC ADJUSTMENT: The County may authorize a price adjustment on a three (3) month or six (6) month basis, providing funding has been approved for the budget year. The price adjustment will be dependent on
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY BID

the U.S. Department of Labor Producer Price Index (PPI) for the Industry and Product Group – Truck Transportation, Industry Code 484. In the event the PPI percentage change, found on Table, "Producer price indexes for the net output of selected industries and their products not seasonally adjusted" is 5% or greater after three months or 10% or greater after six months, the county may authorize the vendor, in writing, to adjust the cost of services to the County, either up or down, in accordance with the percentage change in the PPI.

Any services delivered by a Vendor at a not agreed upon price are done so at the Vendor's risk.

The total price adjustment for a twelve (12) month period shall not exceed 15%. A minimum of three (3) months shall elapse between adjustments.

BID CONTACTS

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Captain Mike Gleason
508 S. Rock Street
Georgetown, TX 78626
(512) 943-1352
klock@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. This period shall be until the end of the Initial Contract Period. 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, 2010 through September 30, 2011 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/ETHICS: 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 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's 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 document. This form must be completed, signed, and submitted with your proposal.

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract for convenience and without cause or further liability upon thirty (30) days written notice to the selected Bidder. In the event of such termination, it is understood and agreed that only the amounts due to the selected bidder for services provided and expenses incurred to and including the date of termination, will be due and payable, if any. No penalty will be assessed for Williamson County's termination of this contract for convenience.

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.

WORKERS' 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 Division of Workers' Compensation requirements.

BID SPECIFICATIONS

IN-COUNTY CONTRACT TOWS:

The Contract Towing Service for In-County Contract Tows is to include, but may not be limited to abandoned, stolen, seized, evidentiary vehicles, or inoperable vehicles that are located within the bounds of Williamson County.

The towing will be done under the direction of the Williamson County Sheriff's Office.

The vehicles will be towed to the County impound lot located at 3151 SE Inner Loop, Georgetown, Texas.

This service will be ordered on an "As Needed" basis.

All bidders must guarantee that they can handle all vehicles within a specified area of the county.

Response time will be within 30 minutes, unless delayed by adverse weather conditions.

The successful bidder shall be on call 24 hours a day, every day of the year including holidays.

Drivers will be required to undergo a criminal history check before towing vehicles for the county.

There must be complete compliance with all relevant regulations of the Department of Public Safety and the Texas Department of Transportation, including either obtaining a permit or operating under a lawful exemption from the permit requirement.

The successful bidder must submit the pink copy of the vehicle impound sheet with their invoices no later than the 10th of the month for the previous month's hauls.

It is the intent of the Williamson County Commissioners Court to award contracts separately for towing to the impound lot (3151 SE Inner Loop, Georgetown, Texas) from each of the following areas: Northwest, Southwest, Northeast,

Descriptions of these areas are stated below. Maps of these areas are available upon request from Tracy Doyal, Williamson County Sheriff's Office, at 512/943-1378.

Each bid must expressly specify which area is being bid. Any bidder, that wishes to bid for more than one area may do so, **provided the bidder has a business located in the area in which the bidder is bidding.**

The county anticipates awarding a primary, secondary, third, and fourth vendor for each of the areas listed on this bid.

All bids may be rejected for some areas, even though awards are made for others. The convenience of having a single source for adjacent areas will be taken into consideration together with price, reliability, and estimated response time in determining the lowest and best bids.

Bids that do not state a fixed price or which are subject to change without notice shall not be considered.

Contract Towing Services for In-County Contract Tows are to be bid on a "per haul" basis, stating a single firm price for each and every towing job. The bid price must include the use of any needed equipment and distance traveled.

Wreckers to be used for towing:

Class A (less than 1 ton -1.5 ton) – Vehicles 10,000 pounds or less

Class B (larger than 1.5 ton) – Vehicles in excess of 10,000 pounds

Bidder may submit a bid for either Class A tows or Class B tows or both.

AREA BOUNDARY DESCRIPTIONS:

NORTHWEST:

HWY 29 WEST BOUND LANES FROM THE WEST COUNTY LINE TO IH-35 SOUTH BOUND IH-35 LANES AND SOUTH BOUND IH-35 SERVICE ROADS FROM HWY 29 TO THE NORTH COUNTY LINE.

SOUTHWEST:

HWY 29 EAST BOUND LANES FROM THE WEST COUNTY LINE TO IH-35 SOUTH BOUND IH-35 LANES AND SOUTH BOUND IH-35 SERVICE ROADS FROM HWY 29 TO THE SOUTH COUNTY LINE.

NORTHEAST:

NORTH BOUND IH-35 LANES AND NORTH BOUND IH-35 SERVICE ROADS FROM THE NORTH COUNTY LINE TO HWY 29 AND HWY 29 WEST BOUND LANES FROM IH-35 TO HWY 95 NORTH BOUND LANES OF HWY 95, FROM THE INTERSECTION OF HWY 29 TO THE INTERSECTION WITH FM 1331 WEST BOUND LANES OF FM 1331 FROM THE INTERSECTION WITH HWY 95 TO THE EAST COUNTY LINE.

OUT OF COUNTY CONTRACT TOWS:

By submitting a bid for the above In-County Contract Tows, the bidder is agreeing to comply with the following terms relating to Out of County Contract Tows:

In addition to the requirements and obligations that are set forth herein above for In-County Contract Tows (Class A and B tows of vehicles situated within the bounds of Williamson County), from time to time, the successful bidder may be required to tow vehicles from outside the bounds of Williamson County. These types of vehicles may include, but not be limited to vehicles that were involved in pursuits and stolen, seized, evidentiary vehicles that are situated outside the bounds of Williamson County.

When the successful bidder is requested to tow an out of county vehicle, the towing company will be required to be en route to the vehicle's out of county location within 20 minutes from the time that the request for tow is made by Williamson County.

The successful bidder will be paid its In-County Contract Tow "Per Haul" Bid Price for Class A and/or B tows plus mileage at the rate of \$4.00 per mile for each mile that the successful bidder has to drive outside of the Williamson County boundary line in order to pick up and tow the vehicle back to the bounds of Williamson County (the extra mileage will only be paid for mileage driven outside of the bounds of Williamson County).

The above terms and conditions for In-County Contract Tows shall also apply to the Out of County Contract Tows to the extent that they do not conflict with the specific terms set forth for Out of County Contract Tows. If the terms for In-County Contract Tows conflict with the terms for Out of County Contract Tows, the Out of County Contract Tows shall control in relation to Out of County Contract Tows.

REMEDIES FOR BREACH:

If on two separate occasions during any term or terms of this contract the successful bidder fails to comply with any of the terms of this contract relating to In-County and/or Out of County Contract Tows (i.e. fail to respond to a tow within the allotted time, refuse to respond to an in-county and/or out of county tow request, etc.), Williamson County shall have the option to suspend such towing company and any of its affiliated companies from providing any type of towing services to Williamson County, including, rotation tows. The time period for such suspension shall be determined by the Williamson County Sheriff's Office, but in no event shall the suspension period be less than 30 days. Williamson County's right to suspend a towing company for a breach of the terms of this contract shall be in addition to any remedies that are otherwise available at law or in equity.

WILLIAMSON COUNTY BID FORM
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY
BID NUMBER: 11WCA039 A

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

AREA BEING BID: SOUTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHEAST

"PER HAUL" BID PRICE FOR CLASS A TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

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 provision 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:

Attachment A: Conflict of Interest



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: _____, 20____

Signature of person submitting form: _____

NOTARY:

Sworn and subscribed before me by _____ **on this the** _____ **day of**
_____, 20_____.

Notary Signature

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THE ABOVE BID FORM AND CONFLICT OF INTEREST STATEMENT
MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID



April 5, 2011

Williamson County Purchasing Department
Attn: Brenda Fuller
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Optical Scan Ballot Printing 11WCA032

Ms: Brenda Fuller;

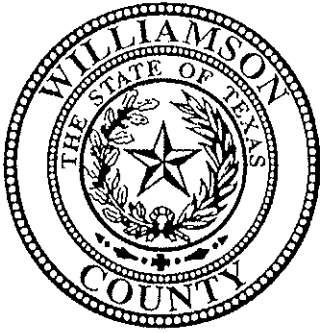
This letter is to inform you that Hart InterCivic, Inc. wishes to renew our current Optical Scan Ballot Printing contract for the above referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Warm Regards,

A handwritten signature in black ink, appearing to read 'Phillip W. Braithwaite', with a long, sweeping horizontal line extending to the right.

Phillip W. Braithwaite
President
512.252.6400



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

<http://www.wilco.org/purchasing>

August 10, 2010

Hart InterCivic
Phillip Braithwaite
15500 Wells Port Drive
Austin, TX 78728

RE: Bid/Contract # 11WCA032– Optical Scan Ballot Printing for Williamson County

Dear Mr. Braithwaite,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Optical Scan Ballot Printing to your company for the contract period August 10, 2010 through September 30, 2011. Your contract number is 11WCA023.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
BALLOT PRINTING FOR WILLIAMSON COUNTY ELECTIONS DEPARTMENT
BID NUMBER: 11WCA032

NAME OF BIDDER: Hart InterCivic

Mailing Address: 15500 Wells Port Drive

City: Austin State: TX Zip: 78728

Email Address: ktrethewey@hartic.com

Telephone: (512) 252-6806 Fax: (512) 252-6923

Mobile Phone: (512) 809-6361

ITEM #	Ballot size	cost per unit
1	8 ½ x 14" printing on one side	.23
2	8 ½ x 17" printing on one side	.24
3	8 ½ x 14" printing on two sides	.23
4	8 ½ x 17" printing on two sides	.24

CHECK ONE OF THE FOLLOWING:

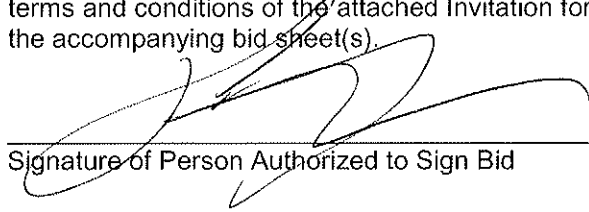
☒ low item basis. (Will accept award on "any or all" items.)

☐ "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).

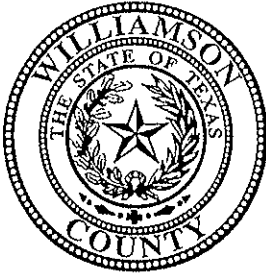

Signature of Person Authorized to Sign Bid

Date of Bid: 7/26/10

Printed Name and Title of Signer: Phillip Braithwaite, Senior Vice President, General Manager

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

OPTICAL SCAN BALLOT PRINTING FOR WILLIAMSON COUNTY ELECTION DEPARTMENT

BID NUMBER: 11WCA032

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 27, 2010 – 9:30 AM

BIDS WILL BE PUBLICLY OPENED: JULY 27, 2010 – 10:00 AM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **Thursday, July 27, 2010 at 9:30 AM**. Bids will be publicly opened at 10:00 AM or soon thereafter in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock, 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: An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

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

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 maybe 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.

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, Rick Barron, Elections Administrator, 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 Date of award through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

CONTRACT EXTENSIONS At the end of the contract period, 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 in March 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-eight (38) 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

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Rick Barron
301 SE Inner Loop – Suite 104
Georgetown, TX 78626
(512) 943-1622
Khancock@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, 2011. 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, 2010 thru September 30, 2011 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, 2008 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>

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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.

WORKERS' 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 Division of Workers' Compensation requirements.

BID SPECIFICATIONS

General Information:

Williamson County Election Department is soliciting bids for the printing of optical scan ballots for Election Systems & Software model 650 and model 100.

All items must comply with laws and requirements of the Texas Secretary of State.

Quantity will vary as it depends on the number of registered voters, projected turnout, type of election, and that can vary greatly from election to election. On average could range from 47,000 to 160,000 ballots ordered.

Successful vendor must be a printer company certified by Election Systems & Services.

Ballots will be produced from PDF file provided to the vendor by the Williamson County Election Department **45 calendar days** prior to an election, or as soon thereafter as possible.

All ballots shall be printed in both English and Spanish and sequentially numbered with no missing, blank or duplicate numbers allowed, unless otherwise specified.

An appropriate quality assurance process must be in place.

Because of the close scrutiny given to elections, it is imperative that ballot printing be accurate. The printer will be accountable for readability of the ballot by the ES & S hardware M650 and M100. The results must be able to be tabulated by Elections Return Management software version(s) tabulator certified by the Texas Secretary of State.

Proof of ballots must be sent to Elections Administrator. Vendor will not begin printing ballots until approved ballot has been received from Williamson County via email or hardcopy. Proofs will be marked with either "corrections" or "approved" by the Elections Administrator. Williamson County is not responsible and will not pay for any material printed without prior approval.

Early Voting ballots will be printed immediately after the ballot approval has been received. Shipping will be via UPS with two-three day delivery unless otherwise requested by Williamson County.

Ballots will be shrink-wrapped in packages of not more than 100 ballots per package. Ballots will be packaged by ballot style within each precinct. A carton may contain more than one precinct's ballots, but there will not be a precinct split between cartons.

Each carton will be labeled on the outside as to the contents of the carton. The label will list the precinct number, ballot style number, serial numbers, and number of ballots for each ballot style.

Election Day ballots will be held until Williamson County requests vendor to send ballots. Election Day ballots will be shipped regular surface freight, unless request is made by Williamson County to ship via a different method.

Successful bidder should have had experience with a like-size County. List any references we may contact.

Due to statutory restrictions, it is imperative that ballots be completed in a timely manner. Completed ballots must be delivered to the Election Department within 7 calendar days from the date the approval of all ballot proofs is given to the printer.

Technical Information:

Ballot will be printed on 80# Opaque or equivalent virgin paper – very little specs or flakes of foreign material that would impede the reading of the ballot, preferably non-recycled paper – if recycled, no more than 25% recycled material allowed.

Printing on one or two sides

Size:

8 ½ x 14"

8 ½ x 17"

Color: white, no stub

WILLIAMSON COUNTY BID FORM
BALLOT PRINTING FOR WILLIAMSON COUNTY ELECTIONS DEPARTMENT
BID NUMBER: 11WCA032

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	Ballot size	cost per unit
1	8 ½ x 14" printing on one side	
2	8 ½ x 17" printing on one side	
3	8 ½ x 14" printing on two sides	
4	8 ½ x 17" printing on two sides	

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



Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Armored Courier contract # 11WCAP128

Ms. Hancock:

This letter is to inform Williamson County that Triple D Security wishes to renew our Armored Courier contract at the same terms and conditions as the existing contract but with a price increase of 2.7%.

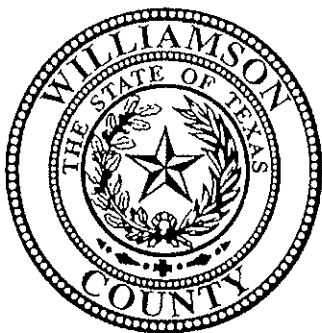
The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Lack". The signature is fluid and cursive, with the first name "Jay" and last name "Lack" clearly distinguishable.

Jay Lack, President

Texas License # C-1948
e-mail: tripleddsecurity.com
(361) 578-4951; Fax: (361) 578-5290
P.O. Box 2346 ~ Victoria, Texas 77902



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

<http://www.wilco.org/purchasing>

September 28, 2010

Triple D Security
Hank Wright
PO Box 2346
Victoria, TX 77902

RE: Proposal/Contract # 11WCAP128- Armored Courier Service for Williamson County

Dear Mr. Wright,

The proposal process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your proposal.

The Williamson County Commissioners Court has approved awarding the contract for Armored Courier Service to your company for the contract period October 01, 2010 through September 30, 2011. Your contract number is 11WCAP128.

The award information is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY PROPOSAL FORM

**ARMORED COURIER SERVICE
FOR WILLIAMSON COUNTY**

PROPOSAL NUMBER: 11WCAP128

NAME OF PROPOSER: Triple D Security

Mailing Address: P.O. Box 2346

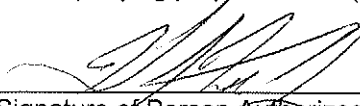
City: Victoria State: Tx Zip: 77902

Email Address: hwright@tripldsecurity.com

Telephone: (713) 799-9966 Fax: (713) 799-1588

Mobile Phone: (713) 875-2915

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

 Date of PROPOSAL: 7-19-10
Signature of Person Authorized to Sign Proposal

Printed Name and Title of Signer: Hank Wright Manager

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Location	Schedule	Time	Number of Stops	Trip Charge	Monthly Charge
Williamson County Annex 350 Discovery Blvd Cedar Park, TX	M Thru F Except Holidays	9:00-11:00	2 Stops	27.33 ✓	601.40 ✓
Williamson County Annex 211 Commerce Cove Round Rock, TX	M-W-F Except Holidays	9:00-11:00	1 Stop	20.72 ✓	455.90 ✓
Williamson County Annex 412 Vance Street Taylor, TX	M Thru F Except Holidays	11:30-1:30	1 Stop	21.61 ✓	475.30 ✓
Justice of the Peace #4 109 W. 5th Street Taylor, TX	M Thru F Except Holidays	11:30-1:30	1 Stop	12.34 ✓	271.60 ✓
Williamson County Annex 301 SE Inner Loop Georgetown, TX	M Thru F Except Holidays	11:00-1:00	1 Stop	20.72 ✓	455.90 ✓
WC Tax Assessor 904 Main Street Georgetown, TX	M Thru F Except Holidays	11:00-1:00	1 Stop	14.99 ✓	329.80 ✓
WC Sheriff's Office 508 Rock Street Georgetown, TX	M Thru F Except Holidays	11:00-1:00	1 Stop	14.99 ✓	329.80 ✓
WC Justice Center 405 MLK Jr. Blvd Georgetown, TX	M Thru F Except Holidays	11:00-1:00	1 Stop	14.99 ✓	329.80 ✓
WC Juvenile Facility 1821 SE Inner Loop Georgetown, TX	Tues & Fri Except Holidays	11:00-1:00	1 Stop	16.17 ✓	145.50 ✓
WC Maintenance Facility 3351 SE Inner Loop Georgetown, TX	Tues & Fri Except Holidays	11:00-1:00	1 Stop	16.17 ✓	145.50 ✓
WC Regional Animal Shelter 1855 Inner Loop Georgetown, TX	Tues & Fri Except Holidays	11:00-1:00	1 Stop	16.17 ✓	145.50 ✓

Location	Schedule	Time	Number of Stops	Trip Charge	Monthly Charge
WC Health District	M-W-F	11:00-1:00	1 Stop	16.17	210.21 ✓
200 Main Street	Except				
Georgetown, TX	Holidays				
County Courthouse	M Thru F	11:00-1:00	1 Stop	16.17 ✓	145.50 ✓
701 Main Street	Except				
Georgetown, TX	Holidays				
WC Annex	M Thru F	10:00-12:00	1 Stop	20.72 ✓	455.90 ✓
1801 Old Settlers Blvd.	Except				
Round Rock, TX	Holidays				

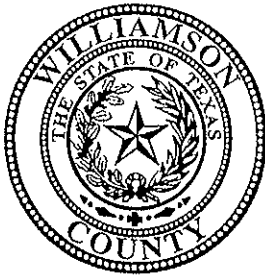
- Items to be transported are cash, checks and general mail. All cash will be receipted and placed into locked bags prior to expected pick-up.
- Approximately 90%-95% of all cash to be picked up will be of a reconstructive nature.
- All cash bags are to be dropped off at:

Union State Bank
1100 Williams Drive
Georgetown, TX

on a **daily** basis, no later than **3:00 pm** and not stored overnight at the vendors location or any other facility.

Example of Service:

After the Responses are opened by the County, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the County during the contract period. Such demonstrations will be provided to the County for evaluation by, and at no cost to the County. If a demonstration of competency is required, the County will notify the Vendor of such and will specify the deadline for providing the demonstration. The County reserves the right to establish its own procedures for evaluating the Vendors' competencies and abilities. On the basis of these evaluation criteria, the County shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.



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

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

REQUEST FOR PROPOSAL

ARMORED COURIER SERVICE FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 11WCAP128

PROPOSALS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 1:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: JULY 20, 2010 – 2:00 PM

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department **on or before 1:30 pm on Tuesday July 20, 2010. Proposals will be publicly acknowledged at 2:00 pm or soon thereafter** in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.*

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: An original proposal must be submitted. The proposal consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. Unsigned Proposals will be rejected.

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

REFERENCES: Williamson County may require proposer 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: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline. All information required by the proposal form must be furnished or the proposal may be deemed non-responsive. Where there is an error in the extension of price, the unit price will govern.

LATE PROPOSAL: Proposals 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 proposer will be able to affirmatively demonstrate bidder's responsibility. A prospective proposer 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 proposer's ability to meet these minimum standards listed above.

AWARD

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

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

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

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

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

CONTRACT ADMINISTRATION: Under this contract, Vivian L. Wood, Williamson County Treasurer, 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 proposer.

CONTRACT PERIOD(S): The Initial Contract Period is October 1, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

CONTRACT EXTENSIONS: At the end of the initial contract period 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 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.

PROPOSAL CONTACTS

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Vivian L. Wood
710 Main Street, Ste 105
Georgetown, TX 78626
(512) 943-1540
vwood@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 Request for Proposal. 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 proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2011. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, 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 proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 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 Proposal Packages and/or Proposal Instructions/Requirements.

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

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer 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, 2008 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle ARMOR COURIER SERVICE FOR WILLIAMSON COUNTY

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>

ETHICS: The proposer 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: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the proposer in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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 proposer 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 proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

PROPOSAL SPECIFICATIONS

Williamson County, hereinafter referred to as the County, desires to contract an **Armored Courier Service Company** hereinafter referred to as the Vendor for the transport of cash, checks and general mail, for same day delivery to designated bank. Bags must be picked up from various locations between 8:00 am and 3:00 pm Monday through Friday as per the attached schedule. Drivers will give department contact a receipt for sealed bags. The drivers will not accept unsealed bags from county locations.

Armored courier service is being considered under the terms and conditions outlined below but these specifications should not be considered as a complete list of possible needs. Using your expertise in providing secured transport of departmental bank deposits, please feel free to add to the response additional items that we will need to address in establishing a contract for timely and efficient services.

- The successful vendor will be expected to supply a schedule to each location showing time of arrival. The vendor is expected to maintain that schedule unless changed in writing in advance by either party.
- The successful vendor will provide all needed supplies, i.e. bill of lading book, manifest, disposable bags, pick-up sheets, tags and forms. Within two weeks after receipt of award notification, the successful vendor shall deliver a typed schedule of the days and time of arrival for money pick-ups to: Vivian L. Wood, Williamson County Treasurer.
- If adjustments are required in the future to increase or reduce the number of regularly scheduled pick-ups, the rate for each type of pick-up will remain the same.
- Pick-ups suspended by the vendor because of an act of God, including flooding or other weather related problems shall not be invoiced to the County. The vendor is not required to attempt pickup on days the County deems to close for weather related emergencies, as advertised on radio and television.
- The County requires a timely response to all inquiries or requests for information. The successful vendor shall provide an initial response to notices of an error within 1 (regular business) day. Cases shall be investigated and closed within 30 calendar days.
- The vendor shall supply a "key point of contact" that will be available during business hours to respond to all customer service issues, questions and concerns of the County Treasurer's Office.
- The successful vendor will provide the required services and will not subcontract services.
- The successful vendor will provide a detailed implementation plan to initiate service to the County. This plan should detail how services, including security procedures, would be provided to the county and the minimum lead time to establish services. The County desires a 30 day implementation.

PROPOSAL REQUIREMENTS

1. Name, title and contact information of the person responsible for assigning and coordinating the services.
2. A listing of all other persons/staff and their titles that would be primarily used indicating which services they would perform.
3. Information about the type of firearms carried by your personnel. A copy of your company's firearm policy, procedure and training requirements will be required if you are awarded the proposal.
4. Information about the type of vehicle that will be used for services.
5. Information on your background check policy, security compliance and experience of your driver base.
6. Description of bill of lading book, disposable bags, pick-up sheets, tags and forms. Use of the County Manifest form will be required; a sample is attached.
7. Information about professional liability insurance carried. The successful vendor at his own expense shall purchase, maintain and keep in force during the life of the contract insurance with limits at least as great as outlined below:

<u>TYPE</u>	<u>AMOUNT</u>
a) Workers Compensation Employers Liability	Statutory \$1,000,000/\$500,000/\$100,000
b) Commercial General Liability Insurance Combined Single Limit	\$1,000,000 Per Occurrence
c) Comprehensive Automobile Liability	\$1,000,000 Per Occurrence
d) Excess Liability Umbrella	\$4,000,000 Per Occurrence

Location	Schedule	Time	Number of Stops	Trip Charge	Monthly Charge
Williamson County Annex 350 Discovery Blvd Cedar Park, TX	M Thru F Except Holidays		2 Stops		
Williamson County Annex 211 Commerce Cove Round Rock, TX	M-W-F Except Holidays		1 Stop		
Williamson County Annex 412 Vance Street Taylor, TX	M Thru F Except Holidays		1 Stop		
Justice of the Peace #4 109 W. 5th Street Taylor, TX	M Thru F Except Holidays		1 Stop		
Williamson County Annex 301 SE Inner Loop Georgetown, TX	M Thru F Except Holidays		1 Stop		
WC Tax Assessor 904 Main Street Georgetown, TX	M Thru F Except Holidays		1 Stop		
WC Sheriff's Office 508 Rock Street Georgetown, TX	M Thru F Except Holidays		1 Stop		
WC Justice Center 405 MLK Jr. Blvd Georgetown, TX	M Thru F Except Holidays		1 Stop		
WC Juvenile Facility 1821 SE Inner Loop Georgetown, TX	Tues & Fri Except Holidays		1 Stop		
WC Maintenance Facility 3351 SE Inner Loop Georgetown, TX	Tues & Fri Except Holidays		1 Stop		
WC Regional Animal Shelter 1855 Inner Loop Georgetown, TX	Tues & Fri Except Holidays		1 Stop		

Location	Schedule	Time	Number of Stops	Trip Charge	Monthly Charge
WC Health District	M-W-F		1 Stop		
200 Main Street	Except				
Georgetown, TX	Holidays				
County Courthouse	M Thru F		1 Stop		
701 Main Street	Except				
Georgetown, TX	Holidays				
WC Annex	M Thru F		1 Stop		
1801 Old Settlers Blvd.	Except				
Round Rock, TX	Holidays				

- Items to be transported are cash, checks and general mail. All cash will be receipted and placed into locked bags prior to expected pick-up.
- Approximately 90%-95% of all cash to be picked up will be of a reconstructive nature.
- All cash bags are to be dropped off at:
Union State Bank
1100 Williams Drive
Georgetown, TX

on a **daily** basis, no later than **3:00 pm** and not stored overnight at the vendors location or any other facility.

Example of Service:

After the Responses are opened by the County, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the County during the contract period. Such demonstrations will be provided to the County for evaluation by, and at no cost to the County. If a demonstration of competency is required, the County will notify the Vendor of such and will specify the deadline for providing the demonstration. The County reserves the right to establish its own procedures for evaluating the Vendors' competencies and abilities. On the basis of these evaluation criteria, the County shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.

WILLIAMSON COUNTY PROPOSAL FORM

ARMORED COURIER SERVICE FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 11WCAP128

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

WILLIAMSON COUNTY - EMPTY BAG MANIFEST

# OF STOPS	ORIGINATION	STOP LOCATION	DESTINATION
CEDAR PARK-ANNEX (350 DISCOVERY BLVD)			
*1 stop	Pickup Site	TAX OFFICE	TAX OFFICE G'TOWN & USB
*1 stop	Pickup Site	SAFE ROOM	TREASURER & USB
ROUND ROCK-ANNEX (1801 E. Old Settlers Blvd)			
*1 stop	Pickup Site	TAX OFFICE	TAX OFFICE G'TOWN, TREASURER & USB
(Old Annex) (211 Commerce Cove)			
*1 stop	Pickup Site	HEALTH DIST	HEALTH DIST G'TOWN
TAYLOR (2 Addresses/See Below)			
*1 stop	Pickup Site	TAX OFFICE/412 VANCE ST	TAX OFFICE-GTN, HEALTH DIST-GTN, USB
*1 stop	Pickup Site	JP #4/211 W. 6TH ST	TREASURER
GEORGETOWN (VARIOUS STOPS)			
SHERIFF OFFICE - GTN (508 Rock St)			
*1 stop	Pickup Site	SHERIFF GTN-FRONT	TREASURER & USB
		DESK	
GEORGETOWN INNER LOOP ANNEX (301 SE Inner Loop)			
*1 stop	Pickup Site	SAFE ROOM	TREASURER & USB
JUVENILE CORRECTIONS (1821 SE Inner Loop)			
*1 stop	Pickup Site	JUVENILE SERVICE	TREASURER & USB
TAX OFFICE-GTN (904 Main St) (STOP AT TAX OFFICE-BACK)			
*1 stop	Pickup Site	TAX OFFICE GTN ACCTNG	USB, TAX OFFICE-CP, RR, TAYLOR
JUSTICE CENTER - GTN (405 Martin Luther King)			
*1 stop	(Main Drop/Locked Room)		
	Pickup Site	LOCKED ROOM BEHIND	
		RECEPTIONIST	TREASURER & USB
COURTHOUSE - GEORGETOWN (710 Main St, Suite 105)			
*1 stop	Pickup Site	TREASURER OFFICE	VARIOUS LOCATIONS
HEALTH DISTRICT-GEORGETOWN (312 Main St)			
*1 stop	Pickup Site	HEALTH DIST-GTN	HEALTH DIST-RR, CP, TAYLOR & USB
WC MAINTENANCE FACILITY (3351 SE Inner Loop)			
*1 stop	Pickup Site	MAINTENANCE FACILITY	TREASURER
ANIMAL SHELTER (1855 Inner Loop)			
*1 stop	Pickup Site	ANIMAL SHELTER	TREASURER
UNION STATE BANK (1100 WILLIAMS DR. GEORGETOWN)			
*1 stop	Pickup Site	USB	VARIOUS LOCATIONS
ALL STOPS WOULD INCLUDE PICKUP AND DELIVERY OF ALL BAGS IN APPROVED AREAS			



U.S. PUMP PRICE UPDATE – JULY 27, 2011

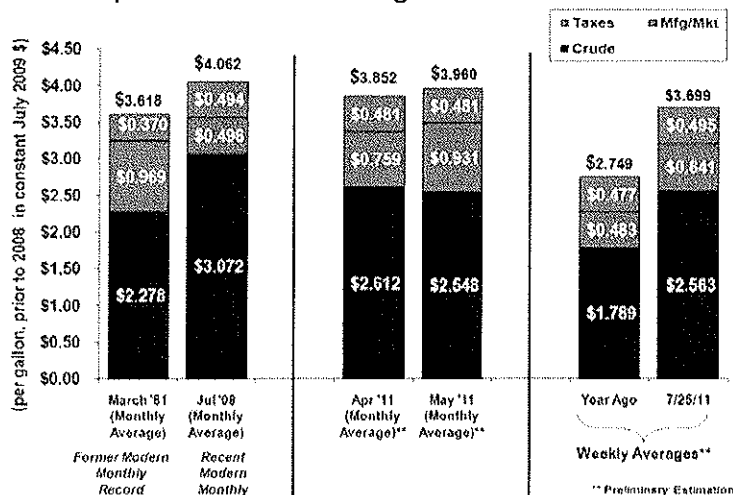
The average U.S. retail price for *all grades* of gasoline rose this week by 1.8 cents from the prior week to \$3.754 per gallon, according to the Energy Information Administration (EIA). This was the fourth week-to-week increase in a row. Compared with the December 29, 2008 low of \$1.670, the all-grade average was higher by \$2.084 per gallon, or 124.8 percent. The average has been above \$3.50 per gallon since the beginning of March 2011. Nominal prices have been above the year-ago average for 72 weeks—and were up by 95.3 cents or 34.0 percent, from the year-ago average of \$2.775 per gallon.

The average price for *regular grade* gasoline rose from the prior week by 1.7 cents according to the EIA—at \$3.699 for the week ending July 25. Regular grade prices continued to be below annual averages of 2008 (see second chart to the right), when gasoline prices reached a high of \$4.062 in 2008 when adjusted to May 2011 dollars. Prices remained *higher* than a year ago, with regular gasoline up 95.0 cents or 34.6 percent from 52 weeks ago (see first chart to the right). For the week ending July 25, crude oil costs were up 77.4 cents from a year ago, and were 1.5 cents per gallon higher than the May average of 2011 on a monthly basis. Compared with a year ago, the share for manufacturing and marketing gasoline this week was 15.8 cents *higher* or 32.7 percent.

May's monthly average rose for the 10th time in the past 11 months, according to the EIA. May 2011 prices were up 10.8 cents or 2.8 percent from April 2011 to \$3.960 per gallon. Crude oil costs were down an estimated 6.4 cents per gallon from April to \$2.548 in April. The combined share to manufacture, transport, and market gasoline is estimated to have increased by 17.2 cents to \$0.931.

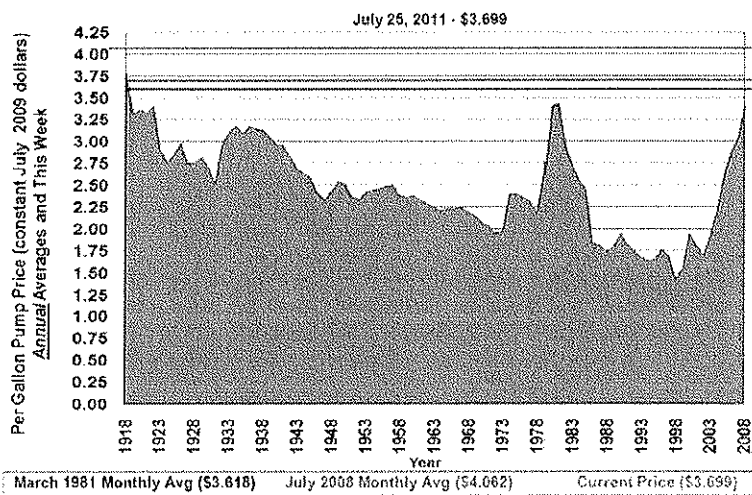
May's average retail price was up \$0.102 or 2.51 percent, from the record level of \$4.062 in July 2008. Crude prices were \$0.50 or 20.56 percent lower than for July 2008. The combined share to manufacture, transport, and market gasoline was 43.5 cents or 46.72 percent lower than for July 2008.

Components of Retail Regular Gasoline Prices



Sources: U.S. Dept of Energy, U.S. Dept of Labor, and API

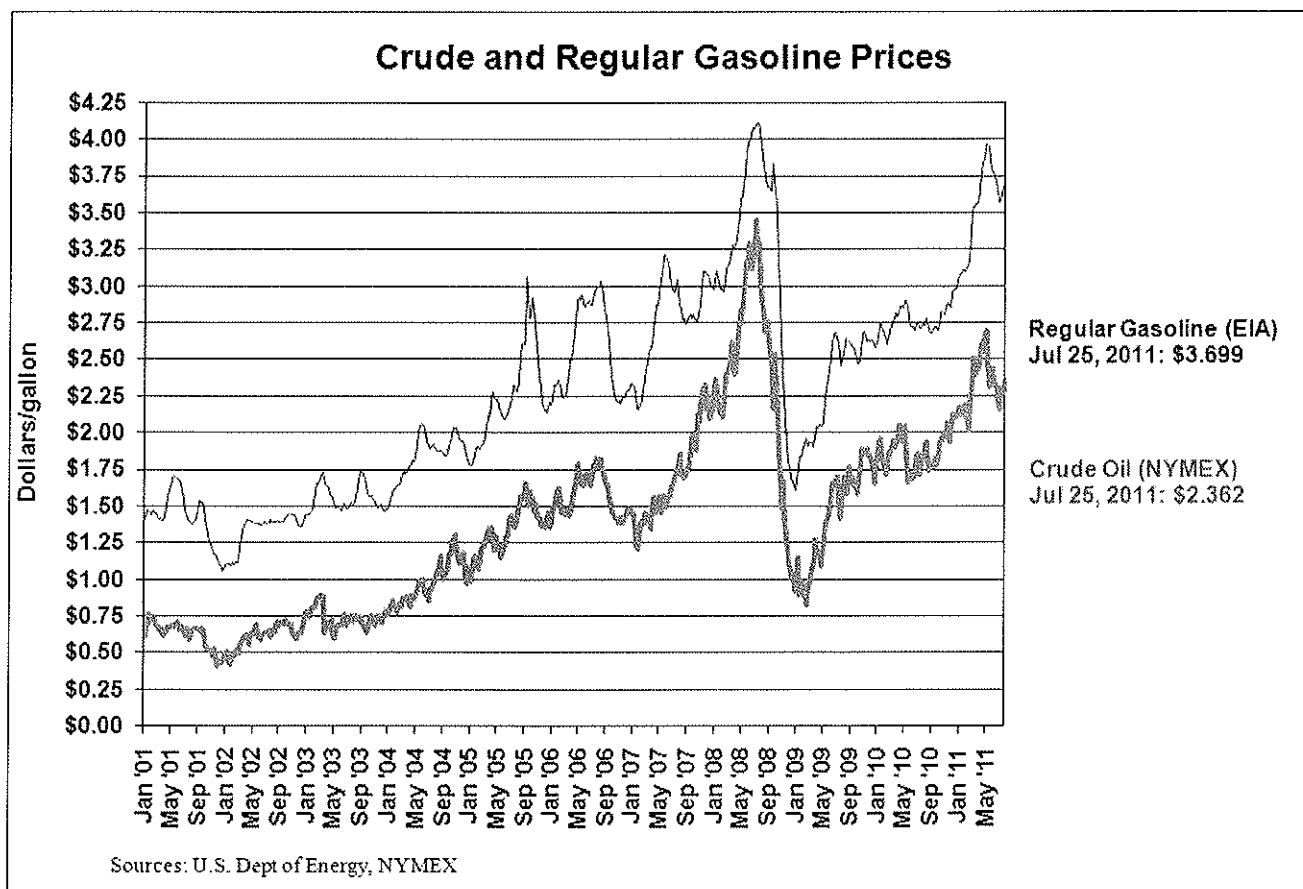
U.S. Annual Pump Prices, 1918 - 2008



Sources: U.S. Dept of Energy, U.S. Dept of Labor, and API

For the third time since July 2008, the *monthly* average price was above the previous inflation-adjusted record of \$3.470 set in March 1981,¹ by 12.53 percent in May 2011. Crude refining cost were higher than in March 1981 by 39.5cents or 11.58 percent, and the combined share to manufacture, transport, and market gasoline, was 2.8 cents or 3.02 percent lower than for March 1981. Another difference in price over the decades has been in taxes. In May 2011, the taxes collected on a gallon of gasoline were up compared to previous months, estimated by API to be 49.5 cents—18.4 cents per gallon in federal taxes and 31.1 cents per gallon in volume-weighted average state taxes. This was 35.2 percent higher than in March 1981 when combined inflation-adjusted federal and state taxes were just 36.6 cents.

On the NYMEX RBOB futures market² the near-term contract rose by 2.90 cents from Monday, July 18 to \$3.1264 per gallon on Monday, July 25. RBOB was above the year-ago close by 105.86 cents, or 51.19 percent. NYMEX Crude Oil futures market² rose by \$3.27 per barrel for the week, to \$99.20 on Monday, July 25. This was up from a year ago by \$22.64 or 29.57 percent. Gasoline prices generally track crude oil prices—as the chart below demonstrates; however, historically there has often been a lag before crude oil price changes are reflected in retail gasoline prices. Other factors can also affect this correlation such as seasonal factors, changes in supply or demand for gasoline, refinery outages, and transportation problems.



¹ To make price comparisons over longer periods, it is important to factor in inflation. For example, in March 1981 motorists paid \$1.417 per gallon for regular gasoline; however, in current dollars (for Nov 2009) this is equivalent to spending \$3.464 on a gallon of gasoline today.

² AUG 2011 for RBOB, Gulf Coast Gasoline and SEP 2011 for Crude Oil

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For more information, contact Raghavan Narayanan, Senior Economic Analyst, Statistics, American Petroleum Institute, (202) 682-8595.



11812 N. Lamar Blvd
Austin, Texas 78753
(512) 371-0001

TECL No. 19054

May 23, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Electrical Services for Williamson County contract# 10WCA022

Ms. Hancock:

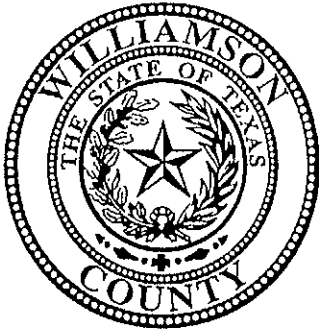
This letter is to inform Williamson County that Dial One Electrical Services wishes to renew our current contract for Electrical Services at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Morris". The signature is fluid and cursive, with a large initial "C" and a long, sweeping underline.

Charlie Morris
President



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

<http://www.wilco.org/purchasing>

September 18, 2009

Dial One Electrical Services
Charlie Morris
11812 North Lamar Boulevard
Austin, TX 78753

RE: Bid/Contract # 10WCA022- Electrical Services

Dear Mr. Morris,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Electrical Services to your company for the contract period October 1, 2009 through September 30, 2010. Your contract number is 10WCA022.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

WILLIAMSON COUNTY BID FORM
ELECTRICAL SERVICES
BID NUMBER: 10WCA022

NAME OF BIDDER: Dial One Electrical Services

Mailing Address: 11812 N. Lamar Blvd.

City: Austin State: TX Zip: 78753

Email Address: lyndall@dialoneelectrical.com

Telephone: (512) 371-0104 Fax: (512) 339-8518

Mobile Phone: (512) 845-8561

Contractor will bid an hourly rate for normal working hours (7:00 am - 5:00 pm); after hours (5:00 pm - 10:00 pm); and weekends and holidays. Hourly rates will be bid for performance of work in the following categories:

- a. An experienced, licensed master electrician, qualified to perform all types of electrical service:

HOURS	HOURLY RATE
Regular Hours	<u>\$62.00</u>
After Hours	<u>\$93.00</u>
Weekends	<u>\$93.00</u>
Holidays	<u>\$93.00</u>

- b. An experienced, licensed journeyman electrician, qualified to perform all types of electrical service:

HOURS	HOURLY RATE
Regular Hours	<u>\$52.00</u>
After Hours	<u>\$78.00</u>
Weekends	<u>\$78.00</u>
Holidays	<u>\$78.00</u>

- c. An electrician's helper:

HOURS	HOURLY RATE
Regular Hours	<u>\$31.00</u>
After Hours	<u>\$46.50</u>
Weekends	<u>\$46.50</u>
Holidays	<u>\$46.50</u>

Prices for parts will be discount-from-list price.

The discount percentage (%) will be 35%.

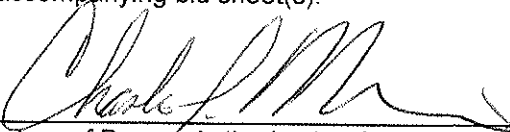
The price list will be submitted with bid. Updated lists will be submitted to Joe Latteo, Director of Facilities during contract term for review.

Award of this contract will be based on the lowest hourly rates, ability to meet response time requirements, and the discount-from-list percentage.

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

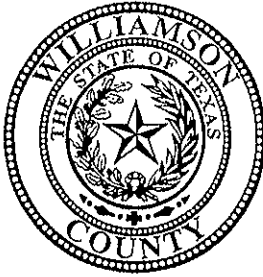
The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).


Signature of Person Authorized to Sign Bid _____ Date of Bid: August 04, 2009

Printed Name and Title of Signer: Charlie Morris President

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

ELECTRICAL SERVICES

BID NUMBER: 10WCA022

BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 04, 2009 – 9:30AM

BIDS WILL BE PUBLICLY OPENED: AUGUST 04, 2009 – 10:00AM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department on or before **9:30am on Tuesday, August 04, 2009. Bids will be publicly opened at 10:00am or soon thereafter** in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock, 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: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set and 1 copy of the bid set). 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 bidder's name, address, bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

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, telephone number and name of representative

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

FORMS: All bids will be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may 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: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must 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 maybe 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.

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, Joe Latteo, Williamson County Facilities Director, 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, 2009 through September 30, 2010. Possible extensions include:

October 1, 2010 through September 30, 2011
October 1, 2011 through September 30, 2012

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 producer price index, Industry Code 23821X; Electrical contractors, nonresid bldg work, for that 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

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
wmsncntybids@wilco.org

TECHNICAL CONTACT:

Joe Latteo
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1599
facilities@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, 2010. 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, 2009 thru September 30, 2010 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://wcportals.wilco.org/Interest_Conflict/index.html

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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.

WORKERS' COMPENSATION

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
wmsncntybids@wilco.org

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the

Williamson County Purchasing Department at (512) 943-1546, or you may call the Division of Workers' Compensation at (512) 804-4000.

Workers' Compensation Insurance Coverage:

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers' Compensation, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the

BID SPECIFICATIONS

GENERAL

The intent of this solicitation is to secure a qualified vendor for Electrical Services for Williamson County.

CONTRACT INFORMATION

Point of contact for contract administration:

Joe Latteo, Director

Williamson County Facilities Maintenance Department

512/943-1599.

The Contractor shall be responsible for responding to telephone calls from Williamson County Maintenance Department personnel **ONLY**.

Contractor will supply all necessary personnel, tools, and equipment to accomplish emergency electrical repairs and routine electrical jobs on an **"On Call"** basis. This is to include, but may not be limited to remodel work. All costs associated with the electrical service and/or repair must be included in the hourly rate. **Except** for repair parts and materials supplied by the Contractor which will be billed separately from the labor.

Response time after receiving a call for emergency service will be no longer than two (2) hours from the time contact has been made with the Contractor or the Contractor's answering service until time of arrival at the specified service call location.

Response time after receiving a call for routine service will be no longer than five to seven (5-7) days from the time contact has been made with the Contractor or the Contractor's answering service until time of arrival at the specified service location.

A pre-job conference will be required on all non-emergency electrical work.

The hourly rate for the service call will commence when the Contractor arrives at the specified location and contacts the appropriate County personnel.

Contractor must be able to provide electrical service for residential and commercial buildings. All work performed must meet the job specifications, the most current national electrical code, and the most current local jurisdiction requirements.

Electrician's helper: when service conditions require a helper, a licensed master or journeyman electrician must supervise the helper.

BID REQUIREMENTS

Pricing on this bid will represent the discount off the Manufacturer Published Price List.

A current manufacturer's catalog pricing must be submitted with bid.

The items listed are to establish the percentage off manufacturer's list price. During the contract term, any updates to manufacturer's price list will be presented to the Contract Administrator, Joe Latteo.

The items listed are a representative sample of products and the catalog shall not be limited to this list.

Contractor is required to furnish a copy of certificate of insurance from an admitted company or an eligible surplus lines carrier, as defined in the Texas Insurance Code, article 1.14-2. **A COPY SHOULD BE INCLUDED AND ATTACHED TO THIS INVITATION FOR BID.**

Contractor will be required to furnish Statutory Workers Compensation.

Contractor and all electricians shall be fully licensed to perform electrical work in Williamson County and any of the county's local jurisdictions. **A COPY OF LICENSES SHOULD BE INCLUDED AND ATTACHED TO THIS INVITATION FOR BID.**

- c. An electrician's helper:

HOURS	HOURLY RATE
Regular Hours	
After Hours	
Weekends	
Holidays	

Prices for parts will be discount-from-list price.

The discount percentage (%) will be _____.

The price list will be submitted with bid. Updated lists will be submitted to Joe Latteo, Director of Facilities during contract term for review.

Award of this contract will be based on the lowest hourly rates, ability to meet response time requirements, and the discount-from-list percentage.

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

Databases, Tables & Calculators by Subject

FONT SIZE: [Small](#) [Medium](#) [Large](#)**Change Output Options:**

From: 2010

To: 2011

☐ include graphs[More Formatting Options](#) ➔

Data extracted on: August 1, 2011 (1:49:07 PM)

Producer Price Index Industry Data**12-Month Percent Change****Series Id:** PCU23821X23821X**Industry:** Electrical contractors, nonresid bldg work**Product:** Electrical contractors, nonresid bldg work**Base Date:** 200712**Download:** [Excel](#) [.xls](#)**Year** Jul**2010** 0.2**TOOLS**[Areas at a Glance](#)
[Industries at a Glance](#)
[Economic Releases](#)
[Databases & Tables](#)
[Maps](#)**CALCULATORS**[Inflation](#)
[Location Quotient](#)
[Injury And Illness](#)**HELP**[Help & Tutorials](#)
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U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001

www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

Commissioners Court - Regular Session**30.****Meeting Date:** 08/23/2011

Extension of existing annual contracts for FY2012

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Agenda Item

Discuss and consider taking appropriate action on extending existing Road and Bridge Dept. annual contracts for FY 2012 for Concrete Box Culverts, Roadside Chemicals and Herbicides, Roadsigns and Markers, Concrete Ready Mix, Road Base Materials.

Background

The CPI for these commodities is currently at 3.5% and expected to rise. The department's recommendation is to extend these contracts for FY2012 as a re-bid would likely result in increased costs. In addition, current vendor performance is satisfactory.

AttachmentsBox CulvertsChemicals and HerbicidesRoadsignsReady MixBase**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/18/2011 10:26 AM
Hal Hawes	Hal Hawes	08/18/2011 10:31 AM
Jim Gilger	Jim Gilger	08/18/2011 11:54 AM
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Kerstin Hancock		Started On: 08/18/2011 08:00 AM
	Final Approval Date: 08/18/2011	

10WCA053 Concrete Box Culverts

Myers Concrete Construction, LP – primary vendor all items

BPI Environmental –renew Secondary vendor all items

MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676

512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax

www.myersconcrete.com email: info@myersconcrete.com

HUB/WBE Certified

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Concrete Box Culverts contract for Williamson County contract# 10WCA053
Primary vendor

Ms. Hancock:

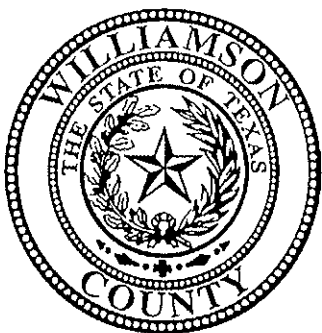
This letter is to inform Williamson County that Myers Concrete wishes to renew our current Concrete Box Culverts contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Myers", written in a cursive style.

Randy Myers
Vice President
Myers Concrete Construction, LP.



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

<http://www.wilco.org/purchasing>

Sept. 16, 2010

Myers Concrete Construction LP
PO Box 2928
Wimberley, TX 78676
Attn: Charlene Myers, President

RE: Proposal/Contract # 11WCA053

Dear Ms. Myers,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Concrete Box Culverts Poured In Place to your company for the contract period October 1, 2010 through September 30, 2011. Your contract number is 11WCA053. The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
CONCRETE BOX CULVERTS – POURED IN PLACE
FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA053

NAME OF BIDDER: Myers Concrete Construction, LLC

Mailing Address: PO Box 2928

City: Wimberley State: TX Zip: 78676

Email Address: info@myersconcrete.com

Telephone: (512) 847-8000 Fax: (512) 847-3831

Mobile Phone: (512) 753-6800

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	BOX CULVERTS	YD ³	980.00 ✓
2	HEADWALLS & WINGWALLS	YD ³	980.00 ✓

CHECK ONE OF THE FOLLOWING:

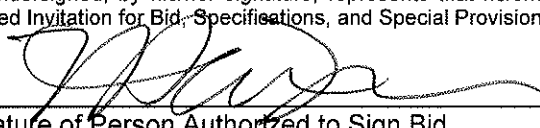
☒ low item basis. (Will accept award on "any or all" items.)

☐ "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

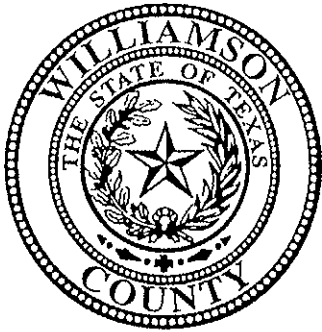
The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

 Date of Bid: 7/19/10
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Charlene Myers, President

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://www.wilco.org/purchasing>

Sept. 16, 2010

BPI Environmental Services Inc
PO Box 341839
Lakeway, TX 78734
Attn: Shane Baueile VP

RE: Proposal/Contract # 11WCA053

Dear Mr. Baueile,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Concrete Box Culverts Poured in Place to Myers Concrete –primary and awarded the secondary to your company for the contract period October 1, 2010 through September 30, 2011. Your contract number is 11WCA053.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
CONCRETE BOX CULVERTS – POURED IN PLACE
FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA053

NAME OF BIDDER: BPI Environmental Services Inc

Mailing Address: PO Box 341839

City: Lakeway, State: Tx Zip: 78734

Email Address: Manny@bpibpi.com

Telephone: (512) 288-5522 Fax: (512) 301-3900

Mobile Phone: (512) 680-1833

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	BOX CULVERTS	YD ³	\$1,045. ⁰⁰
2	HEADWALLS & WINGWALLS	YD ³	\$1,045. ⁰⁰

CHECK ONE OF THE FOLLOWING:

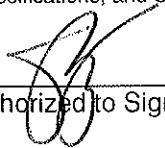
☐ low item basis. (Will accept award on "any or all" items.)

☐ "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: 7/20/2010

Printed Name and Title of Signer: Shane Brewer V.P.

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



May 27, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal --Concrete Box Culverts contract for Williamson County contract#
10WCA053
Secondary vendor

Ms. Hancock:

This letter is to inform Williamson County that BPI Environmental wishes to renew our current Concrete Box Culverts contract at the same pricing, terms and conditions as the existing contract.

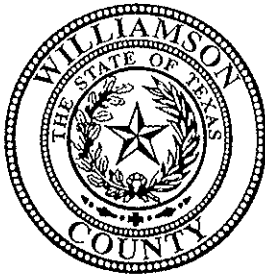
The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

Manny Trinidad

Manny Trinidad
Senior Estimator / Project Manager

P.O. Box 341839 – Lakeway, Texas 78734
512-288-5522 / Fax 512-301-3900



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

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

INVITATION FOR BIDS

CONCRETE BOX CULVERTS – POURED IN PLACE FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA053

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 9:30 AM

BIDS WILL BE PUBLICLY OPENED: JULY 20, 2010 – 10:00 AM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department prior to **9:30 am on Tuesday, July 20, 2010**. Bids will be publicly opened at 10:00 am or soon thereafter in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock – Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals are not acceptable.

BID REQUIREMENTS

SUBMITTAL: An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

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

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 maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. 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.

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, Greg Bergeron, Unified Road and Bridge System 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, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

CONTRACT EXTENSIONS: At the end of the contract period, 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. Any requested price adjustments must follow the economic adjustment clause in the bid documents. 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.

ECONOMIC ADJUSTMENT: The awarded Vendor may submit a request for a contract pricing adjustment for approval by the County if the Vendor can show just cause substantiating an adjustment. The requested adjustment must be for supplies and/or services and in no way represent an increase in the Vendors profits, labor, or other overhead. The Vendor's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will be effective after approval of Commissioner's Court. The original contract pricing will remain unchanged until the date specified in the contract modification. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources.

Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendor's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

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 Thursday, July 15, 2010**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

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

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Greg Bergeron
3151 SE Inner Loop – Suite B
Georgetown, TX 78626
(512) 943-3330
roads@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, 2011. 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, 2010 thru September 30, 2011 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, 2008 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>

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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.

WORKERS' COMPENSATION

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
wmsncntybids@wilco.org

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Division of Workers' Compensation at (512) 804-4000.

Workers' Compensation Insurance Coverage:

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers' Compensation, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the

contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BID SPECIFICATIONS

All materials & labor will be ordered on an "As Needed" basis.

All items must meet TxDot item 540.

Box Culverts must conform to 2004 TxDot standard specification – Item #462 (current standards)

Headwall & Wingwall must conform to 2004 TxDot standard specification – Item #466

Testing will be paid for by Williamson County as per TxDot specification item #421

The bid analysis will include compliance to bid specifications, past performance with vendor, references, and the overall cost to Williamson County. The County reserves the right to consider deviations from these specifications.

WILLIAMSON COUNTY BID FORM
CONCRETE BOX CULVERTS – POURED IN PLACE
FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA053

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	BOX CULVERTS	YD ³	
2	HEADWALLS & WINGWALLS	YD ³	

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

10WCA025 - Roadside Chemicals and Herbicides for Williamson County

BWI Companies, Inc. – renew item: #1

Alligare - renew Tertiary item: #2

CWC Chemical, Inc. - renew item: #3

Crop Production Services – renew items: #2 primary, secondary #4,5

Ameriturf – no response Tertiary item: #1

DeAngelo – no response Tertiary item: #6

York – no response item #4

Townsend Chem – no response item # 5,6

Item # 6 order off contract if below \$50K

*Lydell sent email and said the Foreman usually order
60-80 gals @ 12.00 = 960.00
pr. gal*



*Quality, Selection & Service
for Over 50 Years!*

BWI SCHULENBURG
P. O. Box 459
Schulenburg, TX 78956
979-743-4581

BWI TEXARKANA
Texarkana, TX

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop -- Suite 106
Georgetown, TX 78626

BWI JACKSON
Jackson, MS

RE: Renewal - Roadside Chemicals and Herbicides for Williamson County contract#
10WCA028
Primary- item# 1

Ms. Hancock:

BWI SCHULENBURG
Schulenburg, TX

This letter is to inform Williamson County that BWI Schulenburg wishes to renew our current contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

BWI DALLAS/
FT. WORTH
Dallas, TX

Sincerely,

BWI MEMPHIS
Memphis, TN

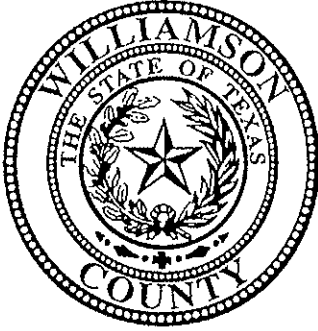
Justin Potthoff
BWI Companies Inc
Houston Division
justinpotthoff@bwicompanies.com

BWI SPRINGFIELD
Springfield, MO

BWI GREENVILLE/
SPARTANBURG
Greer, SC

BWI APOPKA
Apopka, FL

BWI HOMESTEAD
Homestead, FL



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

<http://www.wilco.org/purchasing>

September 17, 2009

BWI-Schulenburg
Justin Potthoff
PO Box 459
Schulenburg, TX 78956

RE: Bid/Contract # 10WCA025– Roadside Chemicals & Herbicides for Williamson County – primary on item#1

Dear Mr. Potthoff,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Roadside Chemicals & Herbicides for the above-referenced item to your company for the next fiscal year. Your contract number is 10WCA025.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

WILLIAMSON COUNTY BID FORM
ROADSIDE CHEMICALS & HERBICIDES FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

ANNUAL CONTRACT

BID NUMBER: 10WCA025

NAME OF BIDDER: BWI-Schulenburg

Mailing Address: PO Box 459
City: Schulenburg State: TX Zip: 78956

Email Address: justin.pothoff@bwicompanies.com

Telephone: (800) 460-9713 Fax: (979) 743-4578

ITEM #	DESCRIPTION	Estimated QTY in Gallons	PREFERRED UNIT	**SPECIFY UNIT	UNIT PRICE	EXTENSION
1	ROUND UP	300	30 GALLON CONTAINERS	30 gal	408.34	12250.20
2	GARLON 3A	200	2.5 GALLON CONTAINERS	2.5 gal	291.98	23358.40
3	TORDON 101	40	2.5 GALLON CONTAINERS	2.5 gal	138.89	2222.24
4	PLATEAU	5	1 GALLON CONTAINERS			
5	ARSENAL	50	2.5 GALLON CONTAINERS	2.5 gal	486.11	12152.75
6	SURFACTANT 11700 or County approved equivalent	200	1 GALLON CONTAINERS	1 gal	23.75	4750.00

**** STATE THE UNIT YOU ARE BIDDING IF YOU BID A UNIT OTHER THAN THE ONE SPECIFIED.**

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).

Justin Pothoff Date of BID: 7-31-09

Signature of Person Authorized to Sign BID

Printed Name and Title of Signer: Justin Pothoff - Turf Sales

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



PROTECTING:
RIGHT-OF-WAY
UTILITIES
RAILROAD
RANGE & PASTURELAND
FORESTRY
AQUATIC
INDUSTRIAL

June 24, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Roadside Chemicals and Herbicides for Williamson County contract# 10WCA028
Tertiary – item# 2

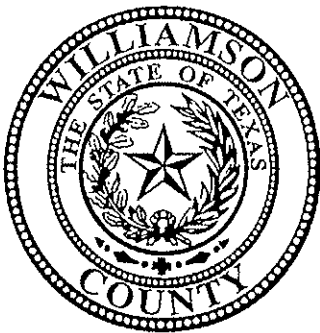
Ms. Hancock:

This letter is to inform Williamson County that Alligare, LLC wishes to renew our current Roadside Chemicals and Herbicides contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,


Elaine Azzarano
Bid Specialist



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

<http://www.wilco.org/purchasing>

September 17, 2009

Alligare, Inc.
Elaine Azzarano
13 N. 8th St.
Opelika, AL 36801

RE: Bid/Contract # 10WCA025– Roadside Chemicals & Herbicides for Williamson County – tertiary on item# 2

Dear Ms. Azzarano,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Roadside Chemicals & Herbicides for the above-referenced item to your company for the next fiscal year. Your contract number is 10WCA025.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

WILLIAMSON COUNTY BID FORM

ROADSIDE CHEMICALS & HERBICIDES FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

ANNUAL CONTRACT

BID NUMBER: 10WCA025

NAME OF BIDDER: ALLIGARE LLC

Mailing Address: 13 N. 8th St.

City: OPPELIKA State: AL Zip: 36801

Email Address: eazzarano@alligarellc.com

Telephone: (334) 364-0315 Fax: (334) 741-9395

ITEM #	DESCRIPTION	Estimated QTY in Gallons	PREFERRED UNIT	**SPECIFY UNIT	UNIT PRICE	EXTENSION
1	~~ROUND UP~~ <u>glyphosate 4</u>	900	30 GALLON CONTAINERS		<u>\$570.00/30 GAL</u>	<u>\$17,100.00</u>
2	~~GARLON 3A~~ <u>TRICLOPYR 3</u>	200	2.5 GALLON CONTAINERS		<u>\$112.50/2.5 GAL</u>	<u>\$9,000.00</u>
3	TORDON 101	40	2.5 GALLON CONTAINERS		—	<u>NO Bid</u>
4	~~PLATEAU~~ <u>PANORAMIC 2SL</u>	5	1 GALLON CONTAINERS		<u>\$170.00/gal</u>	<u>\$850.00</u>
5	~~ARSENAL~~ <u>IMAZAPYR 2SL</u>	50	2.5 GALLON CONTAINERS		<u>\$200.00/2.5 GAL</u>	<u>\$16,000.00</u>
6	SURFACTANT 11700 or County approved equivalent	200	1 GALLON CONTAINERS		—	<u>NO Bid</u>

** STATE THE UNIT YOU ARE BIDDING IF YOU BID A UNIT OTHER THAN THE ONE SPECIFIED.

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).

Elaine Azzarano Date of BID: 8/3/09
Signature of Person Authorized to Sign BID

Printed Name and Title of Signer: ELAINE Azzarano, Bid Specialist

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



CWC CHEMICAL, INC.

Vegetation Management Solutions

Division of CWC Enterprises, Inc.

214 Simmons Drive

Cloverdale, VA 24077

Tel (540) 992-5766 FAX (540) 992-5601

Website: cwc-chemical.com

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Roadside Chemicals and Herbicides for Williamson County contract# 10WCA0285
Tertiary – item# 3

Ms. Hancock:

This letter is to inform Williamson County that CWC Chemical, Inc. wishes to renew our current Roadside Chemicals and Herbicides contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

DE Sharpe



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

<http://www.wilco.org/purchasing>

September 17, 2009

CWC, Chemical, Inc.
Larry E. Sharpe
214 Simmons Drive
Cloverdale, VA 24077

RE: Bid/Contract # 10WCA025– Roadside Chemicals & Herbicides for Williamson County – tertiary on item# 3

Dear Mr. Sharpe,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Roadside Chemicals & Herbicides for the above-referenced item to your company for the next fiscal year. Your contract number is 10WCA025.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

WILLIAMSON COUNTY BID FORM

ROADSIDE CHEMICALS & HERBICIDES FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

ANNUAL CONTRACT

BID NUMBER: 10WCA025

NAME OF BIDDER: _____ CWC CHEMICAL, INC. _____
 214 SIMMONS DRIVE
 Mailing Address: _____ CLOVERDALE, VA 24077 _____
 (540) 992-5766
 City: _____ Zip: _____
 Email Address: CWC-CHEMICAL.COM
 Telephone: (800) 380-9903 Fax: (540) 992-5601

ITEM #	DESCRIPTION	Estimated QTY in Gallons	PREFERRED UNIT	**SPECIFY UNIT	UNIT PRICE	EXTENSION
1	ROUND UP	900	30 GALLON CONTAINERS	"Razor Pro" 30's	19.95/gal	17,955.00
2	GARLON 3A	200	2.5 GALLON CONTAINERS	2 1/2's	67.95/gal	13,590.00
3	TORDON 101	40	2.5 GALLON CONTAINERS	2 1/2's	36.95/gal	1,478.00
4	PLATEAU	5	1 GALLON CONTAINERS	1's	192.95/gal	964.75
5	ARSENAL	50	2.5 GALLON CONTAINERS	Arsenal Power we 2 1/2's	164.95/gal	8,247.50
6	SURFACTANT II 700 or County approved equivalent	200	1 GALLON CONTAINERS	CWC 90 1's	9.95/gal	1,990.00

** STATE THE UNIT YOU ARE BIDDING IF YOU BID A UNIT OTHER THAN THE ONE SPECIFIED.

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).

L. E. Sharpe Date of BID: 8/3/09
 Signature of Person Authorized to Sign BID

Printed Name and Title of Signer: LARRY E. SHARPE, President

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Roadside Chemicals and Herbicides for Williamson County contract# 10WCA028
Primary- item# 2
Secondary – item# 4, 5

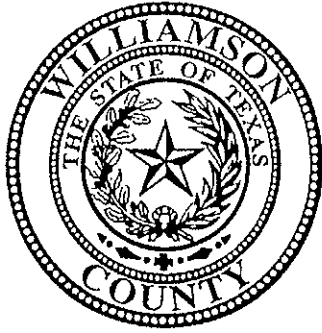
Ms. Hancock:

This letter is to inform Williamson County that Crop Production Services wishes to renew our current Roadside Chemicals and Herbicides contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

Mike Standish
Territory Manager
Crop Production Services – Timberland Division



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

<http://www.wilco.org/purchasing>

September 17, 2009

Crop Production Services
Michael Standish
990 County Road 339
Georgetown, TX 78626

RE: Bid/Contract # 10WCA025– Roadside Chemicals & Herbicides for Williamson County –Primary on item# 2, secondary on item# 4, 5

Dear Mr. Standish,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Roadside Chemicals & Herbicides for the above-referenced items to your company for the next fiscal year. Your contract number is 10WCA025.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

WILLIAMSON COUNTY BID FORM

ROADSIDE CHEMICALS & HERBICIDES FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

ANNUAL CONTRACT

BID NUMBER: 10WCA025

NAME OF BIDDER: Crop Production Services

Mailing Address: 990 County Road 339

City: Georgetown State: TX Zip: 78626

Email Address: mike.standish@cpsagu.com

Telephone: (512) 887-0318 Fax: (303) 222-2928

ORIGINAL

ITEM #	DESCRIPTION	Estimated QTY in Gallons	PREFERRED UNIT	**SPECIFY UNIT	UNIT PRICE	EXTENSION
1	ROUND UP	900	30 GALLON CONTAINERS	30 Gallons	\$612.00	\$18,360.00
2	GARLON 3A	200	2.5 GALLON CONTAINERS	2.5 Gallons	\$109.75	\$8,780.00
3	TORDON 101	40	2.5 GALLON CONTAINERS	2.5 Gallons	\$92.25	\$1,476.00
4	PLATEAU	5	1 GALLON CONTAINERS	1 Gallon	\$150.80	\$754.00
5	ARSENAL	50	2.5 GALLON CONTAINERS	2.5 Gallons	\$172.25	\$3,445.00
6	SURFACTANT 11700 or County approved equivalent	200	1 GALLON CONTAINERS	1 Gallon	\$18.00	\$3,600.00

** STATE THE UNIT YOU ARE BIDDING IF YOU BID A UNIT OTHER THAN THE ONE SPECIFIED.

CHECK ONE OF THE FOLLOWING:

☒ X 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).



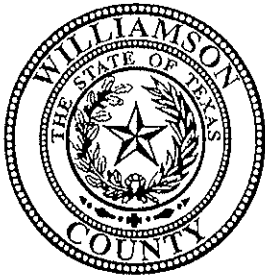
Date of BID: 8/4/2009

Signature of Person Authorized to Sign BID

Printed Name and Title of Signer: Michael Standish / Territory Manager, Crop Production Services

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

ROADSIDE CHEMICALS & HERBICIDES FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

ANNUAL CONTRACT

BID NUMBER: 10WCA025

BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 05, 2009 – 9:30 AM

BIDS WILL BE PUBLICLY OPENED: AUGUST 05, 2009 – 10:00 AM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Office **on or before 9:30 am on August 05, 2009**. Bids will be publicly opened at **10:00 am 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: Kerstin Hancock, 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: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set and 1 copy of the bid set). 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 should be clearly marked on the outside of the delivery service envelope.

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, telephone number and name of representative.

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

FORMS: All bids will be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may 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: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must 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 maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. 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.

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, Greg Bergeron, Unified Road and Bridge System 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, 2009 through September 30, 2010. Possible extensions include:

October 1, 2010 through September 30, 2011
October 1, 2011 through September 30, 2012

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 for that 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

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
wmsncntybids@wilco.org

TECHNICAL CONTACT:

Greg Bergeron
3151 SE Inner Loop – Suite B
Georgetown, TX 78626
(512) 943-3330
roads@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, 2010. 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, 2009 thru September 30, 2010 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://wcportals.wilco.org/Interest_Conflict/index.html

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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

All items will be ordered on an "as needed" basis.

All quantities shown are **estimated quantities**. The actual quantity 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.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, and the overall cost to Williamson County. The County reserves the right to consider deviations from these specifications.

WILLIAMSON COUNTY BID FORM

**ROADSIDE CHEMICALS & HERBICIDES FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM**

ANNUAL CONTRACT

BID NUMBER: 10WCA025

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

ITEM #	DESCRIPTION	Estimated QTY in Gallons	PREFERRED UNIT	**SPECIFY UNIT	UNIT PRICE	EXTENSION
1	ROUND UP	900	30 GALLON CONTAINERS			
2	GARLON 3A	200	2.5 GALLON CONTAINERS			
3	TORDON 101	40	2.5 GALLON CONTAINERS			
4	PLATEAU	5	1 GALLON CONTAINERS			
5	ARSENAL	50	2.5 GALLON CONTAINERS			
6	SURFACTANT II 700 or County approved equivalent	200	1 GALLON CONTAINERS			

**** STATE THE UNIT YOU ARE BIDDING IF YOU BID A UNIT OTHER THAN THE ONE SPECIFIED.**

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

10WCA028 – Roadsigns and Markers for Williamson County

SafeLane Traffic Supply, LLC – renew items: 13 & 15 (primary vendor) at same prices, wants new pricing except item# 14; items # 1, 2, 5, 8, 16A, 16B (secondary vendor)

Pathmark Traffic Products of Texas, Inc. – renew items: 1, 2, 3, 4, 5, 16A, 16B (primary) at same prices, items 13, 14, 15, 16D, 16E, 16F (secondary vendor)

Items 6, 7, 9, 10, 11, 12, 16C no renewal responses received – will be ordered “off contract”

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop -- Suite 106
Georgetown, TX 78626

RE: ~~Renewal~~ --Roadsigns and Markers for Williamson County contract# 10WCA028
Primary -- item# 1, 2, 3, 4, 5, 16A, 16B
Secondary -- item# 13, 14, 15, 16D, 16E, 16F

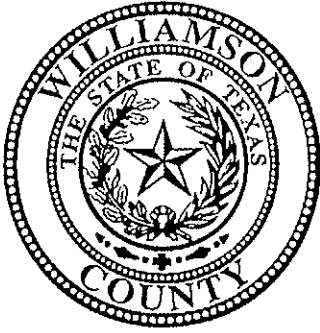
Ms. Fuller:

This letter is to inform Williamson County that Pathmark Traffic Products of Texas, Inc. wishes to renew our current Roadsigns and Markers contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,


5-9-11



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

<http://www.wilco.org/purchasing>

September 14, 2009

Pathmark Traffic Products of Texas, Inc.
Jose Perez
P.O. Box 1066
San Marcos, TX 78667

RE: Bid/Contract # 10WCA028– Road Signs & Markers
Primary on items 1, 2, 3, 4, 5, 16A, 16B; Secondary on items 13, 14, 15, 16D, 16E, 16F

Dear Mr. Perez,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Road Signs & Markers to your company as indicated above for the contract period October 1, 2009 through September 30, 2010. Your contract number is 10WCA028.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

WILLIAMSON COUNTY BID FORM
ROAD SIGNS & MARKERS FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 10WCA028

NAME OF BIDDER: PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC

Mailing Address: P.O. Box 1066

City: San Marcos State: TX Zip: 78667

Email Address: Sales@pathmark.net

Telephone: (800) 547-0874 Fax: (800) 352-2092

Mobile Phone: (512) 757-3557

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	62" ROAD MARKERS WITH 3" X 12" YELLOW H.I.S SHEETING	EACH	11.98
2	24" FLAGS WITH 36" STAFF	EACH	2.99
3	18" CONES	EACH	4.10
4	28" CONES	EACH	6.99
5	28" CONES WITH REFLECTIVE BANDS	EACH	11.99
6	REGULATORY SIGNS		H.I.S.
	24" STOP R1-1	EACH	18.99
	30" STOP R1-1	EACH	26.79
	36" STOP R1-1	EACH	39.91
	30" YIELD R1-2	EACH	15.49
	36" YIELD R1-2	EACH	21.49
7	OTHER M.U.T.C.D. SIGNS BY SIZES		H.I.S.
	30" CIRCLE	EACH	32.69
	36" CIRCLE	EACH	46.99
	30" PENTAGON	EACH	32.69
	36" PENTAGON	EACH	46.99
	12" X 9"	EACH	4.29
	12" X 12"	EACH	5.41
	12" X 18"	EACH	7.49
	18" X 18"	EACH	11.49
	18" X 24"	EACH	14.98
	24" X 24"	EACH	19.98
	24" X 30"	EACH	25.21
	30" X 18"	EACH	19.29

	30" X 30"	EACH	31.49
	36" X 36"	EACH	45.19
	48" X 24"	EACH	40.29
	48" X 30"	EACH	50.98
	48" X 48"	EACH	81.00
	60" X 30"	EACH	62.00
8	ROLL GOODS		H.I.S.
	6" x 50 YARDS -- BARRICADE TAPE	EACH	143.00
	7" X 50 YARDS -- BARRICADE TAPE	EACH	167.00
9	DELINEATOR REFLECTORS		H.I.S.
	4" X 4" H.I.S.	EACH	1.24
	3 1/4" PLASTIC ROUND	EACH	.59
STREET SIGN BLANKS			
10	ALUMINUM FLAT SIGN BLANKS WITH WHITE H.I.S. SHEETING		
	18" X 6"	EACH	5.64
	24" X 6"	EACH	7.31
	30" X 6"	EACH	8.89
	36" X 6"	EACH	9.98
11	ALUMINUM FLAT SIGN BLANKS WITH WHITE H.I.S. SHEETING		
	18" X 9"	EACH	7.98
	24" X 9"	EACH	10.21
	30" X 9"	EACH	12.79
	36" X 9"	EACH	14.98
12	ALUMINUM EXTRUDED SIGN BLANKS WITH GREEN E.G. SHEETING		
	18" X 6"	EACH	5.41
	24" X 6"	EACH	7.09
	30" X 6"	EACH	8.91
	36" X 6"	EACH	10.49
13	HARDWARE FOR EXTRUDED STREET SIGNS		
	CAPS -- ROUND 606F	EACH	3.79
	CAPS -- ROUND 922-	EACH	3.79
	CAPS -- U CHANNEL 606F	EACH	3.79
	CAPS -- U CHANNEL 922-	EACH	3.79
	90 DEGREE BRACKET 606F	EACH	3.69
	90 DEGREE BRACKET 922-	EACH	3.69
14	TUBULAR & U-CHANNEL POST		
	10' 2 3/8" O.D.	EACH	14.49
	12' 2 3/8" O.D.	EACH	17.49
	6' 1.12 LB. GREEN CHANNEL	EACH	5.29
	10' 2 LB. GREEN CHANNEL	EACH	13.39
	12' 2 LB. GREEN CHANNEL	EACH	15.98

15	BRACKET & POST HARDWARE		
	2 3/8 ROUND POST	EACH	1.29
16	BARRICADE MATERIAL		
	4" X 4" X 5' HPPL POST	EACH	9.98
	1" X 8" X 8' PLANK	EACH	9.99
	TYPE I 24" BARRICADE WITH SHEETING	EACH	35.99
	TYPE II 24" BARRICADE WITH SHEETING	EACH	39.99
	TYPE III 8' BARRICADE WITH SHEETING	EACH	179.00
	BARRICADE WARNING LIGHTS - 6V	EACH	1.49
	TYPE A	EACH	13.49
	TYPE B	EACH	13.49
	TYPE C	EACH	13.49

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: 8-3-09

Printed Name and Title of Signer: JOSE PEREZ GENERAL MANAGER

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



June 29, 2011

Williamson County Purchasing Department
Attn.: Brenda Fuller
301 SE Innerloop, Suite 106
Georgetown, Texas 78626

Re: Renewal Road Signs & Markings #10WCA028
Primary – item #13 and 15
Secondary – item# 1, 2, 5, 8, 16A, 16B

Ms. Fuller:

This letter is to inform you that SafeLane Traffic Supply, LLC wishes to renew our current Williamson County contract, Road Signs & Markers, at the same pricing, terms, and conditions as the existing contract with the exception of item# 14. A letter with proposed new pricing for item# 14 will follow.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

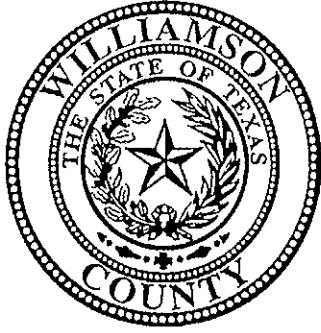
Sincerely,

A handwritten signature in black ink, appearing to read "Rick Brushaber", is written over the word "Sincerely,".

Rick Brushaber
General Manager

SafeLane Traffic Supply, LLC

Phone (512) 847-0443 • Fax (512) 847-0021
P.O. Box 827 Wimberley, Texas 78676 • www.safelanetraffic.com



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

<http://www.wilco.org/purchasing>

September 15, 2009

Safelane Traffic Supply, LLC
Rick Brushaber
P.O. Box 827
Wimberley, TX 78676

RE: Bid/Contract # 10WCA028– Road Signs & Markers
Primary on items 13, 14, & 15; Secondary on items 1, 2, 5, 8, 16A, & 16B

Dear Mr. Brushaber,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Road Signs & Markers to your company as indicated above for the contract period October 1, 2009 through September 30, 2010. Your contract number is 10WCA028.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

WILLIAMSON COUNTY BID FORM
ROAD SIGNS & MARKERS FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 10WCA028

NAME OF BIDDER: SafeLane Traffic Supply, LLC

Mailing Address: P.O. Box 827

City: Wimberley State: Texas Zip: 78676

Email Address: rick@safelanetraffic.com

Telephone: (512) 847-0443

Fax: (512) 847-0021

Mobile Phone: (512) 512-1317

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	62" ROAD MARKERS WITH 3" X 12" YELLOW H.I.S SHEETING	EACH	12.50 ea.
2	24" FLAGS WITH 36" STAFF	EACH	3.35 ea.
3	18" CONES	EACH	8.50 ea.
4	28" CONES	EACH	9.75 ea.
5	28" CONES WITH REFLECTIVE BANDS	EACH	11.79 ea.
6	REGULATORY SIGNS		H.I.S.
	24" STOP R1-1	EACH	21.45 ea.
	30" STOP R1-1	EACH	30.75 ea.
	36" STOP R1-1	EACH	46.80 ea.
	30" YIELD R1-2	EACH	19.00 ea.
	36" YIELD R1-2	EACH	27.99 ea.
7	OTHER M.U.T.C.D. SIGNS BY SIZES		H.I.S.
	30" CIRCLE	EACH	36.90 ea.
	36" CIRCLE	EACH	53.35 ea.
	30" PENTAGON	EACH	36.95 ea.
	36" PENTAGON	EACH	53.50 ea.
	12" X 9"	EACH	6.25 ea.
	12" X 12"	EACH	7.75 ea.
	12" X 18"	EACH	10.15 ea.
	18" X 18"	EACH	15.05 ea.
	18" X 24"	EACH	18.00 ea.
	24" X 24"	EACH	24.00 ea.
	24" X 30"	EACH	30.25 ea.
	30" X 18"	EACH	23.50 ea.

	30" X 30"	EACH	36.00 ea.
	36" X 36"	EACH	53.25 ea.
	48" X 24"	EACH	47.00 ea.
	48" X 30"	EACH	59.00 ea.
	48" X 48"	EACH	93.80 ea.
	60" X 30"	EACH	74.50 ea.
8	ROLL GOODS		H.H.S.S.
	6" x 50 YARDS – BARRICADE TAPE	EACH	135.00 Roll
	7" X 50 YARDS – BARRICADE TAPE	EACH	155.00 Roll
9	DELINEATOR REFLECTORS		H.I.S.
	4" X 4" H.I.S.	EACH	1.90 ea.
	3 1/4" PLASTIC ROUND	EACH	.85 ea.
STREET SIGN BLANKS			
10	ALUMINUM FLAT SIGN BLANKS WITH WHITE H.I.S. SHEETING		
	18" X 6"	EACH	6.20 ea.
	24" X 6"	EACH	7.25 ea.
	30" X 6"	EACH	8.50 ea.
	36" X 6"	EACH	9.75 ea.
11	ALUMINUM FLAT SIGN BLANKS WITH WHITE H.I.S. SHEETING		
	18" X 9"	EACH	10.50 ea.
	24" X 9"	EACH	13.15 ea.
	30" X 9"	EACH	15.75 ea.
	36" X 9"	EACH	18.25 ea.
12	ALUMINUM EXTRUDED SIGN BLANKS WITH GREEN E.G. SHEETING		
	18" X 6"	EACH	8.00 ea.
	24" X 6"	EACH	9.75 ea.
	30" X 6"	EACH	11.60 ea.
	36" X 6"	EACH	13.45 ea.
13	HARDWARE FOR EXTRUDED STREET SIGNS		
	CAPS – ROUND 606F	EACH	3.97 ea.
	CAPS – ROUND 922-	EACH	3.97 ea.
	CAPS – U CHANNEL 606F	EACH	3.25 ea.
	CAPS – U CHANNEL 922-	EACH	3.55 ea.
	90 DEGREE BRACKET 606F	EACH	3.60 ea.
	90 DEGREE BRACKET 922-	EACH	3.60 ea.
14	TUBULAR & U-CHANNEL POST		
	10' 2 3/8" O.D.	EACH	13.75 ea.
	12' 2 3/8" O.D.	EACH	16.25 ea.
	6' 1.12 LB. GREEN CHANNEL	EACH	5.50 ea.
	10' 2 LB. GREEN CHANNEL	EACH	16.00 ea.
	12' 2 LB. GREEN CHANNEL	EACH	19.25 ea.

15	BRACKET & POST HARDWARE		
	2 3/8 ROUND POST	EACH	1.75 ea.
16	BARRICADE MATERIAL		
	4" X 4" X 5' HPPL POST	EACH	12.50 ea.
	1" X 8" X 8' PLANK	EACH	10.95 ea.
	TYPE I 24" BARRICADE WITH SHEETING	EACH	45.00 ea.
	TYPE II 24" BARRICADE WITH SHEETING	EACH	50.00 ea.
	TYPE III 8' BARRICADE WITH SHEETING	EACH	159.00 ea.
	BARRICADE WARNING LIGHTS – 6V	EACH	
	TYPE A	EACH	14.00 ea.
	TYPE B	EACH	14.00 ea.
	TYPE C	EACH	14.00 ea.

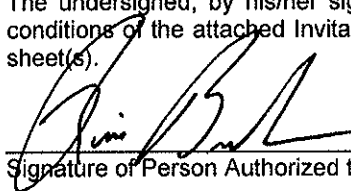
CHECK ONE OF THE FOLLOWING:

- ☒ 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).

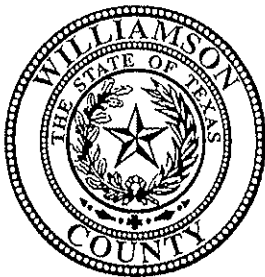

 Signature of Person Authorized to Sign BID

Date of BID: August 3, 2009

Printed Name and Title of Signer: Rick Brushaber, General Manager

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

ROAD SIGNS & MARKERS FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 10WCA028

BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 05, 2009 – 9:30 AM

BIDS WILL BE PUBLICLY OPENED: AUGUST 05, 2009 – 10:00 AM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department prior to **9:30 am on Wednesday, August 05, 2009**. Bids will be publicly opened at 10:00 am or soon thereafter in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock, 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: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set and 1 copy of the bid set). 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 bidder's name, address, bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used,** the bidder's

name, address, bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

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 will be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may 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: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance;
- 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 maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: Items may be awarded in total or in part at the sole discretion of the County. 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.

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, Greg Bergeron, Unified Road and Bridge System 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, 2009 through September 30, 2010. Possible extensions include:

October 1, 2010 through September 30, 2011

October 1, 2011 through September 30, 2012

CONTRACT EXTENSIONS: At the end of the contract period, 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. Any requested price adjustments must follow the economic adjustment clause in the bid documents. The URS ROAD SIGNS & MARKERS BID

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.

ECONOMIC ADJUSTMENT: The awarded Vendor may submit a request for a contract pricing adjustment for approval by the County if the Vendor can show just cause substantiating an adjustment. The requested adjustment must be for supplies and/or services and in no way represent an increase in the Vendors profits, labor, or other overhead. The Vendor's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will be effective after approval of Commissioner's Court. The original contract pricing will remain unchanged until the date specified in the contract modification. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources.

Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendors risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

BID CONTACTS

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
wmsncntybids@wilco.org

TECHNICAL CONTACT:

Greg Bergeron
3151 SE Inner Loop – Suite B
Georgetown, TX 78626
(512) 943-3330
roads@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, 2010. 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, 2009 thru September 30, 2010 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://wcportals.wilco.org/Interest_Conflict/index.html

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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.

materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

WORKERS' 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

BID SPECIFICATIONS

All items will be ordered on an "As Needed" basis.

All items must meet M.U.T.C.D. standards.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, and the overall cost to Williamson County. The County reserves the right to consider deviations from these specifications.

WILLIAMSON COUNTY BID FORM
ROAD SIGNS & MARKERS FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 10WCA028

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	62" ROAD MARKERS WITH 3" X 12" YELLOW H.I.S SHEETING	EACH	
2	24" FLAGS WITH 36" STAFF	EACH	
3	18" CONES	EACH	
4	28" CONES	EACH	
5	28" CONES WITH REFLECTIVE BANDS	EACH	
6	REGULATORY SIGNS		H.I.S.
	24" STOP R1-1	EACH	
	30" STOP R1-1	EACH	
	36" STOP R1-1	EACH	
	30" YIELD R1-2	EACH	
	36" YIELD R1-2	EACH	
7	OTHER M.U.T.C.D. SIGNS BY SIZES		H.I.S.
	30" CIRCLE	EACH	
	36" CIRCLE	EACH	
	30" PENTAGON	EACH	
	36" PENTAGON	EACH	
	12" X 9"	EACH	
	12" X 12"	EACH	
	12" X 18"	EACH	
	18" X 18"	EACH	
	18" X 24"	EACH	
	24" X 24"	EACH	
	24" X 30"	EACH	
	30" X 18"	EACH	

	30" X 30"	EACH	
	36" X 36"	EACH	
	48" X 24"	EACH	
	48" X 30"	EACH	
	48" X 48"	EACH	
	60" X 30"	EACH	
8	ROLL GOODS		H.H.S.S.
	6" x 50 YARDS -- BARRICADE TAPE	EACH	
	7" X 50 YARDS -- BARRICADE TAPE	EACH	
9	DELINEATOR REFLECTORS		H.I.S.
	4" X 4" H.I.S.	EACH	
	3 1/4" PLASTIC ROUND	EACH	
STREET SIGN BLANKS			
10	ALUMINUM FLAT SIGN BLANKS WITH WHITE H.I.S. SHEETING		
	18" X 6"	EACH	
	24" X 6"	EACH	
	30" X 6"	EACH	
	36" X 6"	EACH	
11	ALUMINUM FLAT SIGN BLANKS WITH WHITE H.I.S. SHEETING		
	18" X 9"	EACH	
	24" X 9"	EACH	
	30" X 9"	EACH	
	36" X 9"	EACH	
12	ALUMINUM EXTRUDED SIGN BLANKS WITH GREEN E.G. SHEETING		
	18" X 6"	EACH	
	24" X 6"	EACH	
	30" X 6"	EACH	
	36" X 6"	EACH	
13	HARDWARE FOR EXTRUDED STREET SIGNS		
	CAPS -- ROUND 606F	EACH	
	CAPS -- ROUND 922-	EACH	
	CAPS -- U CHANNEL 606F	EACH	
	CAPS -- U CHANNEL 922-	EACH	
	90 DEGREE BRACKET 606F	EACH	
	90 DEGREE BRACKET 922-	EACH	
14	TUBULAR & U-CHANNEL POST		
	10' 2 3/8" O.D.	EACH	
	12' 2 3/8" O.D.	EACH	
	6' 1.12 LB. GREEN CHANNEL	EACH	
	10' 2 LB. GREEN CHANNEL	EACH	
	12' 2 LB. GREEN CHANNEL	EACH	

15	BRACKET & POST HARDWARE		
	2 3/8 ROUND POST	EACH	
16	BARRICADE MATERIAL		
	4" X 4" X 5' HPPL POST	EACH	
	1" X 8" X 8' PLANK	EACH	
	TYPE I 24" BARRICADE WITH SHEETING	EACH	
	TYPE II 24" BARRICADE WITH SHEETING	EACH	
	TYPE III 8' BARRICADE WITH SHEETING	EACH	
	BARRICADE WARNING LIGHTS – 6V	EACH	
	TYPE A	EACH	
	TYPE B	EACH	
	TYPE C	EACH	

CHECK ONE OF THE FOLLOWING:

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

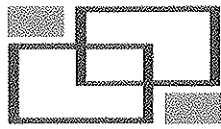
Signature of Person Authorized to Sign BID

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



**ALPHA
READY-MIX**

PO Box 18984
Austin, TX 78760

Ph. 512-846-2221
Fax 512-846-1091

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

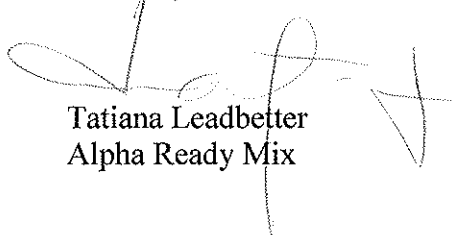
RE: Renewal – Concrete Ready Mix contract # 11WCA005 – secondary vendor

Ms. Hancock:

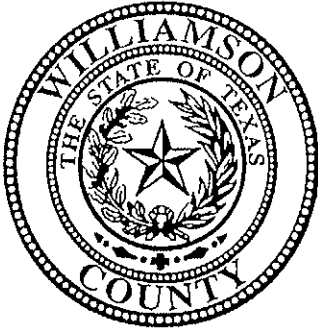
This letter is to inform Williamson County that Alpha Ready Mix wishes to renew our current Concrete Ready Mix contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,



Tatiana Leadbetter
Alpha Ready Mix



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

<http://www.wilco.org/purchasing>

Sept. 16, 2010

Alpha Ready Mix LCC
212 Investment Loop
Hutto, TX 78634
Attn: Tatiana Ledbetter

RE: Proposal/Contract # 11WCA005

Dear Ms. Ledbetter,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Concrete – Ready Mix primary to Ironhorse Concrete-primary and Ready Mix - secondary to your company for the contract period October 1, 2010 through September 30, 2011. Your contract number is 11WCA005.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

CONCRETE – READY MIX FOR THE WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA005

NAME OF BIDDER: Alpha Ready Mix LLC

Mailing Address: 212 Investment Loop
City: Hutto State: TX Zip: 78034

Email Address: alphareadymix@live.com

Telephone: (512) 846-2221 Fax: (512) 846-1091

Mobile Phone: (512) 844 5156

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	Class A, TXDOT Item 421	cubic yard	64.15
2	Class B, TXDOT Item 421	cubic yard	63.25
3	Class C, TXDOT Item 421	cubic yard	68.90
4	Class E, TXDOT Item 421	cubic yard	NA
5	Class S, TXDOT Item 421	cubic yard	68.90
6	Grout, TXDOT Item 421	cubic yard	99.00
7	Flowable Backfill, TXDOT Item 401	cubic yard	59.00
8	Truck Charge After First Hour	hourly rate	75.00

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).

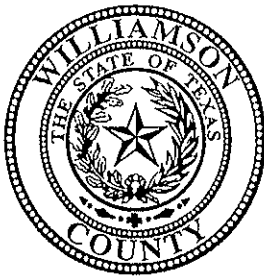
Signature of Person Authorized to Sign Bid

Date of Bid: 7-19-2010

Printed Name and Title of Signer: Tatiana Leadbetter

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://wcportals.wilco.org/Procurement/>

INVITATION FOR BIDS

CONCRETE – READY MIX FOR THE WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA005

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 9:30 AM

BIDS WILL BE PUBLICLY OPENED: JULY 20, 2010– 10:00 AM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **9:30 am on Tuesday, July 20, 2010**. Bids will be publicly opened at 10:00 am or soon thereafter in the Williamson County Purchasing Department, 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 Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

FAX/EMAIL: Facsimile and electronic mail transmittals are not acceptable.

BID REQUIREMENTS

SUBMITTAL: An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

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

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
URS CONCRETE – READY MIX RE-BID

(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 maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. 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.

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, Greg Bergeron, Unified Road and Bridge System 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, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

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. Any requested price adjustments must follow the economic adjustment clause in the bid documents. 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.

URS CONCRETE – READY MIX RE-BID

ECONOMIC ADJUSTMENT: The awarded Vendor may submit a request for a contract pricing adjustment for approval by the County if the Vendor can show just cause substantiating an adjustment. The requested adjustment must be for supplies and/or services and in no way represent an increase in the Vendors profits, labor, or other overhead. The Vendor's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will be effective after approval of Commissioner's Court. The original contract pricing will remain unchanged until the date specified in the contract modification. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources.

Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendor's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

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 Thursday, July 15, 2010**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

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

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
Khancock@wilco.org

TECHNICAL CONTACT:

Greg Bergeron
3151 SE Inner Loop – Suite B
Georgetown, TX 78626
(512) 943-3330
roads@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, 2011. 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, 2010 thru September 30, 2011 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, 2008 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>

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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.

materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

WORKERS' 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

BID SPECIFICATIONS

All items must conform to TxDot standards – item 421, 401.

All items will be ordered on an "As Needed" basis.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, and the overall cost to Williamson County. The County reserves the right to consider deviations from these specifications.

WILLIAMSON COUNTY BID FORM

CONCRETE – READY MIX FOR THE WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA005

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	Class A, TXDOT Item 421	cubic yard	
2	Class B, TXDOT Item 421	cubic yard	
3	Class C, TXDOT Item 421	cubic yard	
4	Class E, TXDOT Item 421	cubic yard	
5	Class S, TXDOT Item 421	cubic yard	
6	Grout, TXDOT Item 421	cubic yard	
7	Flowable Backfill, TXDOT Item 401	cubic yard	
8	Truck Charge After First Hour	hourly rate	

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

11 WCA027 – Road Base for Williamson County

Texas Crushed Stone – renew item # 1, area B4; item# 2, item# 3 area B5; item # 4 – item# 14, area B7 - at the same pricing

American Aggregates – renew item# 1, area B3; item# 2, area B3; item# 3, area B4 at the same pricing



TEXAS CRUSHED STONE COMPANY

P.O. BOX 1000 • GEORGETOWN, TEXAS 78627-1000 • PHONE 512/863-5511, AUSTIN: 255-4405 • FAX 512/244-6055

Williamson County Purchasing Department
Attn: Brenda Fuller
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – ROAD BASE MATERIALS # 11WCA027 & 11WCA027A

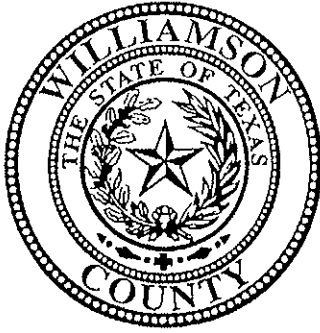
Ms. Fuller:

This letter is to inform Williamson County that Texas Crushed Stone Co. wishes to renew our current contracts for all awarded items for ROAD BASE MATERIALS contract # 11WCA027 & # 11WCA027A at the same pricing, terms and conditions as the existing contract for the period ending January 31, 2012.

The renewal period will be for four months beginning October 1, 2011 and ending January 31, 2012.

Sincerely,

W. B. Snead
President



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

<http://www.wilco.org/purchasing>

Sept. 17, 2010

Texas Crushed Stone
PO Box 1000
Georgetown, TX 78627
Attn: WmK Sneed, Vice President

RE: Proposal/Contract # 11WCA027

Dear Mr. Sneed,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Road Base Materials item 1: area B4; item 2: area B5; item 3: area B5 to your company for the contract period October 1, 2010 through September 30, 2011. Your contract number is 11WCA027.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
ROAD BASE MATERIALS FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA027

NAME OF BIDDER: Texas Crushed Stone

Mailing Address: P.O. BOX 1000

City: Georgetown State: Tx Zip: 78627

Email Address: Txcrushstone@msn.com

Telephone: (512) 863.5511 Fax: (512) 244.6055

Mobile Phone: ()

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	Flexible Base, TxDot Item 247, Type A, Grade 1	60,000	Ton	4.25	255,000.00
2	Flexible Base, TxDot Item 247, Type A, Grade 2, Class 2	60,000	Ton	4.00	240,000.00
3	Flexible Base, TxDot Item 247, Type E, Grade 4 Foundation Course; Special Gradation	5,000	Ton	5.25	26,250.00

SEE ATTACHED SPECIFICATIONS

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).

WmK Snead Date of Bid: 19 July 2010
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: WmK Snead-Vice President

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



Williamson County Purchasing Department
Attn: Brenda Fuller
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – ROAD BASE MATERIALS # 11WCA027 & 11WCA027A

Ms. Fuller:

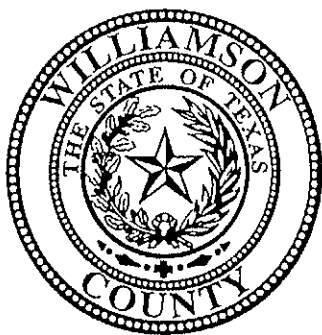
This letter is to inform Williamson County that American Aggregates wishes to renew our current contracts for all awarded items for ROAD BASE MATERIALS contract # 11WCA027 & # 11WCA027A at the same pricing, terms and conditions as the existing contract for the next fiscal year.

The renewal period will be for three months beginning October 1, 2011 and ending January 31, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allen Schwanke'. The signature is written in a cursive style with a large, sweeping 'A'.

Allen Schwanke
American Aggregates
Vice President
(512) 310-4510



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

<http://www.wilco.org/purchasing>

Sept. 17, 2010

American Aggregates
PO Box 1629
Leander, TX 78646
Attn: David Canchola, VP of Sales

RE: Proposal/Contract # 11WCA027

Dear Mr. Canchola,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Road Base Materials item 1: area B3; item 2: area B3; item 3: area B3 to your company for the contract period October 1, 2010 through September 30, 2011. Your contract number is 11WCA027.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
ROAD BASE MATERIALS FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA027

NAME OF BIDDER: American Aggregates

Mailing Address: P.O. Box 11629

City: Leander State: TX Zip: 78646

Email Address: davidc@amagg.com

Telephone: (512) 310-4510 Fax: (512) 248-5097

Mobile Phone: (512) 844-9484

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	Flexible Base, TxDot Item 247, Type A, Grade 1	60,000	Ton	3.95	237,000 ⁰⁰
2	Flexible Base, TxDot Item 247, Type A, Grade 2, Class 2	60,000	Ton	3.70	222,000 ⁰⁰
3	Flexible Base, TxDot Item 247, Type E, Grade 4 Foundation Course; Special Gradation	5,000	Ton	3.50	17,500 ⁰⁰

SEE ATTACHED SPECIFICATIONS

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

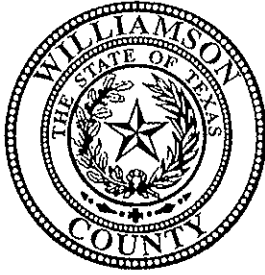
The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s):

[Signature] Date of Bid: 7/20/10
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: David Canchola, V.P. of Sales

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

ROAD BASE MATERIALS FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA027

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 9:30AM

BIDS WILL BE PUBLICLY OPENED: JULY 20, 2010 – 10:00AM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **9:30am on Tuesday, July 20, 2010**. Bids will be publicly opened at 10:00am or soon thereafter in the Williamson County Purchasing Department, 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 Dept., Attn: Kerstin Hancock – Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals are not acceptable.

BID REQUIREMENTS

SUBMITTAL: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set and 1 copy of the bid set). 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. The bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of envelope. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

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, telephone number and name of representative. **References submitted should include related test reports for material supplied.**

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

FORMS: All bids will be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may 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 maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. 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.

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, Greg Bergeron, Unified Road and Bridge System 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, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

CONTRACT EXTENSIONS: At the end of the contract period, 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. Any requested price adjustments must follow the economic adjustment clause in the bid documents. 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 agrees that termination shall be the Vendor's sole remedy under this circumstance.

ECONOMIC ADJUSTMENT: The awarded Vendor may submit a request for a contract pricing adjustment for approval by the County if the Vendor can show just cause substantiating an adjustment. The requested adjustment must be for supplies and/or services and in no way represent an increase in the Vendors profits, labor, or other overhead. The Vendor's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will be effective after approval of Commissioner's Court. The original contract pricing will remain unchanged until the date specified in the contract modification. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources.

Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendors risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

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 Thursday, July 15, 2010**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

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

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Greg Bergeron
3151 SE Inner Loop – Suite B
Georgetown, TX 78626
(512) 943-3330
roads@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, 2011. 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, 2010 thru September 30, 2011 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, 2008 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>

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.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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.

WORKERS' 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 Division of Workers' Compensation requirements.

Instructions to Bidders (Special Provisions)

- 1) Quantities shown are **estimated quantities**. The actual quantity 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. Items will be ordered on an "As Needed" basis.
- 2) Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration. **Material will be picked up at plant site by Williamson County.** Mileage to be based on most current published Texas Railroad Commission Maps. Williamson County reserves the right to evaluate the bids based on estimated County transportation costs of \$0.30/ton/mile for travel less than twenty (20) miles and award the bid by Zones. A representation of the Zones to be used is attached hereto (Attachment A. Final boundaries of the Zones will be determined after the evaluation of pricing is completed.
- 3) Williams County reserves the right to award the bid in whole to one contractor or to award a contract on each separate zone or combination of zones as may be most advantageous to the County. A primary, secondary, and/or tertiary award may be made for this bid by the County.
- 4) Item 247 –

Flexible Base, Type A, Grade 1 or Grade 2, Class 2

Crushed Limestone to be used as road surfacing shall meet the requirement of Item 247, TxDot 2004 Standard Specifications.

Flexible Base Type E, Grade 4

Crushed Stone shall conform to the following requirements:

Master gradation sieve size (% retained)	% Retained	Specifications
2 ½ "	9.1	0-10
1 ½ "	15.9	10-40
¾ "	26.4	20-50
½ "	31.1	25-65
# 4	54.7	40-85
# 40	70.5	70-100
Material shall meet TXA, Grade 2, Class 2 Triaxial Test		

- 5) Test Requirements – the Contractor shall submit, with his bid, the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.
 - a) Sieve Analysis
 - b) Atterberg Limits on portion passing No. 40
 - c) Standard Proctor – moisture Density Curve
 - d) Triaxial Compressive Strength or CBR test
 - e) Maximum Dry Density (dry tons per cubic yard), ASTM C-29

- 6) Testing may be performed at the request of Williamson County anytime during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meet specifications, then the cost will be borne by the County.
- 7) No payment shall be made for materials not in compliance with specifications.
- 8) It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.
- 9) The bid analysis will include compliance to bid specifications, past performance with vendor, references, and the overall cost to Williamson County. The County reserves the right to consider deviations from these specifications.
- 10) Failure to supply material once awarded, shall be a basis for the termination of the contract by the County.

WILLIAMSON COUNTY BID FORM
ROAD BASE MATERIALS FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA027

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	Flexible Base, TxDot Item 247, Type A, Grade 1	60,000	Ton		
2	Flexible Base, TxDot Item 247, Type A, Grade 2, Class 2	60,000	Ton		
3	Flexible Base, TxDot Item 247, Type E, Grade 4 Foundation Course; Special Gradation	5,000	Ton		

SEE ATTACHED SPECIFICATIONS

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

Commissioners Court - Regular Session**32.****Meeting Date:** 08/23/2011

2011-2012 Budget

Submitted By: Ashlie Blaylock, Budget Office**Department:** County Judge**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding 2011-2012 Budget.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Form Started By: Ashlie Blaylock		Started On: 07/25/2011 03:43 PM
	Final Approval Date: 07/26/2011	

Commissioners Court - Regular Session**33.****Meeting Date:** 08/23/2011

Executive Session

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase of lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
- b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
- e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- g) Discuss proposed acquisition of property for proposed SH 29 project.
- h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
- j) Discuss proposed acquisition of property for right-of-way on Chandler IIIA.
- k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along FM 1460.
- p) Discuss proposed Access Easement on Guy property.
- q) Discuss proposed acquisition of drainage easements along CR 138.
- r) Discuss proposed acquisition of property for right-of-way along CR 170.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/18/2011 02:25 PM
Form Started By: Charlie Crossfield		Started On: 08/18/2011 10:49 AM
	Final Approval Date: 08/18/2011	