

Solicitation 1803-220

Crack Seal Services

Bid Designation: Public



Williamson County, Texas

Bid 1803-220 Crack Seal Services

Bid Number 1803-220
 Bid Title Crack Seal Services
 Expected Expenditure **\$350,000.00** (This price is expected - not guaranteed)

Bid Start Date In Held
 Bid End Date May 3, 2018 3:00:00 PM CDT
 Question & Answer
 End Date Apr 27, 2018 5:00:00 PM CDT

Bid Contact Melissa Gurka
 Purchasing Specialist II
 512-943-3860
 melissa.gurka@wilco.org

Contract Duration 365 days
 Contract Renewal 2 annual renewals
 Prices Good for 1 year

Bid Comments **Williamson County is seeking qualified companies to provide experienced crack seal crews and equipment to clean and seal joints in asphalt pavement.**

Item Response Form

Item 1803-220-01-01 - Please attach all documents to this line
 Quantity 1 each
 Prices are not requested for this item.
 Delivery Location **Williamson County, Texas**
 No Location Specified

Qty 1

Description

Please attach all documents to this line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1803-220 Crack Seal Services

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 3, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 3, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

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

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

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

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

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

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

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

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

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

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

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

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

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

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

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

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

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

2.5 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 the County.

2.6 BID SUBMITTAL DEADLINE

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

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

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

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

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

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

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

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

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

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

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

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

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.12 RESPONSIBILITY

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

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

3.13 FIRM PRICING

For unit price items, 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. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, 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.

3.14 PURCHASE ORDERS

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

3.15 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.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

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

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The IFB and its Addenda (if applicable); and
 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. Terms and conditions of the Ensuing Agreement;
 2. The IFB its Addenda; and
 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

To the extent applicable to this IFB, 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 Bid, 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 Destination point.

4.29 BINDING EFFECT

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

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

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

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated 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.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

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

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

4.36 AIR QUALITY

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

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder 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 the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

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

4.38 PAYMENT

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

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

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

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

Payment inquiries should be directed to the following address:

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

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

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

4.44 INCLEMENT WEATHER

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

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

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

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

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

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

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

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



Additional Stipulations

1 Additional Stipulations

1.1 Introduction

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

1.2 Contract Administrator

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Time for Performance

A time frame stipulating the days to substantial and final completion will be given for completion of plans on this bid as each project is assigned. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are \$200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of \$200 per working day.

Additional Stipulations - Bid

1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract.

Texas Government Code, Chapter 2253.021, governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than \$50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract. Bid guarantees must be submitted in the same sealed envelope with the Bid.** Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

1.6 Warranty Bonds

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of **twenty (20) percent of the total project construction cost**. This Warranty Bond shall be security for the true and faithful performance of all warranties for one (1) year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

Additional Stipulations - Bid

1.7 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

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

The following coverage limits shall be required at a minimum:

- | | | |
|----|--|------------------------|
| A. | Worker's Compensation | Statutory – Texas Law |
| B. | Employer's Liability: | |
| | Bodily Injury by Accident | \$500,000 Ea. Accident |
| | Bodily Injury by Disease | \$500,000 Ea. Employee |
| | Bodily Injury by Disease | \$500,000 Policy Limit |
| C. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: | |

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$1,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

Additional Stipulations - Bid

The required insurance must be written by a company approved to do business in the State of 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. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder 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) CALENDAR 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 Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County 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 hereunder 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 Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County 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 the 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, Section 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 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:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. 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 Texas Workers' Compensation Commission at (800) 372-7713.

- A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

Additional Stipulations - Bid

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
 2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).
 3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.
 4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).
 5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
 6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.
 7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 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.
 8. Project – Includes the provision of all services related to a building or construction contract for the County.
- 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 the 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 workers compensation coverage to Williamson County prior to being awarded the Contract.

Additional Stipulations - Bid

- 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 Williamson County showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the County:
 - 1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. No later than seven 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 County 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;

Additional Stipulations - Bid

4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. (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 County 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 Williamson County 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 County 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 County.

General Notes and Technical Specifications

General Information

Williamson County is seeking qualified companies to provide experienced crack seal crews and equipment to clean and seal joints and cracks in asphalt pavement. This Contract is intended to assist with the preparation of County maintained roadways for the application of surface treatments to begin within 10 days of acceptance of award. Timing is crucial in preparing as many streets as possible prior to the beginning of the HMA/CP/seal coat season.

As set out in this IFB, all Bids received will be evaluated on the best value for the County. Best value will be determined by considering the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Definition of Terms

County: Williamson County acting through the Williamson County Road and Bridge Division.

Contractor: Successful Bidder of the IFB.

Crack Seal: Cleaning and sealing joints and cracks (asphalt concrete) [Item 712 of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014].

Inspector and/or Engineer: Employee of Williamson County supplied full time to the Contractor's crew for the oversight of the work. Should the work, as well as the geographical location, allow, the County may supply one Inspector for multiple crews.

Crack Seal Crew: Seven (7) working persons minimum and all equipment necessary to perform and complete the work.

Specifications: These Bid Specifications and the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the Contract (as determined by the Inspector) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time charges begin with crack seal crew on site with material at the correct temperature and ready for application.

Scope of Work

Vendor shall furnish crack seal services, including but not limited to crews and equipment to clean and seal joints and cracks in asphalt pavement in accordance with TxDOT specification 712 as well as technical specifications found attached and marked "Additional Technical Specifications". The Additional Technical Specifications are incorporated herein as if copied in full. The work shall be based on an annual Work Plan, which is marked "Annual Work Plan" and incorporated herein as if copied in full. The Work Plan is anticipated and will most likely occur on approximately 200 roads in all areas of Williamson County, including both neighborhood streets and rural county roads. If vendor is granted a contract extension for subsequent years, future Work Plan(s) will be approved at the time that Williamson County Commissioners approve such extension(s). The execution of the Work Plan(s) shall be under the direction and oversight of the Williamson County Engineer as authorized by the Senior Director of Infrastructure and the Williamson County Commissioners Court. Williamson County reserves the right and discretion to reasonably modify any Work Plan and work flow as necessary to meet the county's needs.

The County will supply the Contractor with 54.1 PN, TxDOT Class B, Asphalt Rubber Blocks.

All work shall be performed in accordance with the Specifications.

Performance and Progress

The County's Inspector and the Contractor's Designated Representative must, 24 hrs in advance, coordinate the work location(s) and the quantity and exchange of materials for the next day's work. A minimum of 24 hours notice shall be given to the Contractor prior to commencing any work at a new location. All work designated for a specific Working Day by County must be fully and finally completed by Contractor by no later than 6:00 P.M. on such Working Day.

Measurement and Payment

This work will be measured and paid for by the hour of each individual crack seal crew. All other items necessary for the proper performance of the work shall be included in the unit pricing. The Contractor will only be paid for the hours that all members of the crack seal crew are working and all equipment is functioning satisfactorily, as determined by the Inspector. The Inspector and the Contractor's

Designated Representative will document and sign off on total number of hours worked on each Working Day.

Should the contractor not receive notice from the County's inspector prior to 4 am, and the contractor mobilizes its crew to the work site but is unable to work due to inclement weather, contractor will be allowed to bill one (1) hour of work per crew.

In the event that County supplied material is found to be unaccounted for, cost of material will be withheld from contractor's invoiced work.

County shall not be required to pay for any work that is not performed in accordance with the Specifications.

General Notes

If during the contract period, contractor opts to store equipment on Williamson County's property (Central Maintenance Facility), this will happen at the contractor's risk. Williamson County will not be liable for any damages to or loss of contractor's property.

All construction equipment involved in roadway work shall be equipped, as approved by the Inspector, with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all areas of the right of way. The Contractor shall, at its expense, restore any area disturbed as a result of his operations to a condition as good as, or better than, that present prior to this contract.

The Contractor must ensure that the Contractor's Designated Representative and crew leader of each crew is fluent in English.

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

Item 500 – Mobilization

This item shall conform to TxDOT Specification Item 500, Texas Department of Transportation Standard Specifications for Construction and Maintenance

of Highways, Streets, and Bridges 2014 with the following exceptions:

500.3 (A) is changed to: Payment will be made upon presentation of a paid invoice for the payment bond, performance bond, and required insurance. The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less. However, payment will be made for the actual cost of the paid invoice when the combined payment for bonds and insurance exceeds 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

500.3 (B) Deleted.

BARRICADES, SIGNS, AND TRAFFIC HANDLING

This item shall conform to TxDOT Specification Item 502, Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014. This item will not be paid directly, but shall be included in the crack seal crew bid item.

Contractor shall provide all traffic control measures to prosecute the work.

The Traffic Control Plan (TCP) for this project shall be detailed on TxDOT standard plan sheets BC(1) thru BC(12)-07, as provided for in Part VI of the Texas Manual on Uniform Traffic Control Devices. A minimum of two (2) flaggers, two (2) signs CW20-5AL1, CW20-5R or CW20-5L, and 28 inch cones will be required at each location in which crack sealing is in progress.

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with the written approval by the Inspector. Two Lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to Item 712 and shall be included in the crack seal bid.

Contractor must have a flagger stationed far enough back from the crack seal operation such that vehicles are not driving on crack seal that adheres to vehicles tires.

Flaggers must comply with all requirements outlined in TxDot Specification Item 502.2B.

Access to all side streets and driveways shall be maintained at all times at the sole expense of the Contractor.

The Contractor's Designated Representative shall be a competent person who will be responsible and available on the project site or in the immediate area to ensure compliance with the TCP.

CLEANING AND SEALING JOINTS AND CRACKS

This item shall conform to TxDot Specification Item 712, Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

This item will not be paid directly, but shall be included in the crack seal crew bid item.

Crews must be equipped with the appropriate melter/applicator for use with 54.1 PN, TxDOT Class B, Asphalt Rubber Blocks.

All cracks will be blown free of all debris using an air compressor (before sealant is applied) to a depth at least twice the crack width.

Squeegee work shall be required as directed by the County's Inspector.

The finished bead of sealing compound shall be no more than 1/8" thick, and kept as narrow as possible, but not to exceed 4" in width.

The Contractor shall use a crew(s) experienced in the application of crack sealers and flagging operations.

The Contractor shall have stand-by equipment ready and available within 24 hours to resume work should equipment malfunction.

Annual Work Plan (Year 1)

FOREST NORTH (SUBDIVISION)

BARRYKNOLL ST
 CHARNWOOD CT
 CHESTER FOREST ST
 EDDYSTONE ST
 ROXBOROUGH ST
 WOODMERE ST
 BROADMEADE AV
 CEDAR HUEST CR
 CHATTERTON CT
 HAVERSHAM CT
 HAZELHURST DR
 MEADOWHEATH DR
 NORCHESTER CT
 SHERBOURNE ST
 SHADY OAKS DR
 SHERBOOKE ST
 STILLFOREST ST
 TICHESTER CT
 TOTTENHAM CT
 BRAEBURN GLEN ST
 BRIAR HOLLOW DR
 BRIAR HOLLOW DR
 BRIAR HOLLOW DR
 KENSINGTON ST
 LONSDALE DR
 MOORBERRY ST
 PERTSHIRE ST
 WISERWOOD ST
 WOODTHORPE ST
 BAYSWATER GARDEN
 BEAUCHAMP SQUARE
 BRAES VALLEY ST
 BRAES VALLEY ST
 CHAPLE DOWN ST
 PADDINGTON CR
 PARLIAMENT HOUSE RD
 QUEENSLAND DR
 QUILBERRY DR
 THREADBO ST
 EFFINGHAM ST
 HOLBROOK STG

JOLLY OAKS (SUBDIVISION)

ROBINSNEST LN
 PARKLAND DR
 BRIGHT SIDE ST
 HARMINY HILL

BLUE RIDGE (SUBDIVISION)

BLUE SPRINGS DR
 BLUE RIDGE DR

WEST RIDGE (SUBDIVISION)

RAW HIDE LN
 N PRAIRIE LN
 S PRAIRIE LN
 N SUMAC LN
 S SUMAC LN
 N BUFFALO PASS
 S BUFFALO PASS
 QUAIL RUN
 SUMAC CV
 SPRING MEADOW CV
 N SAWGRASS LN
 S SAWGRASS LN
 WEST RIDGE LN
 N OCATILLO LN
 S OCATILLO LN

QUARRY LAKE ESTS (SUBDIVISION)

QUARRY LAKE ESTS DR
 QUARRY PARK CV
 QUARRY BLUFF

CIERRA VISTA (SUBDIVISION)

ANGELA DR
 CLARK PL
 SARAHS LN
 BRIDEGT CIR
 HOWARD LN

CIERRA SPRINGS (SUBDIVISION)

NEAL DR
 KENDRA DR

VILLAGE OAKS (SUBDIVISION)

SHADY OAK TERRACE
 SHASTA LN
 PARKLAND DR
 LONGVALE DR
 NEWBERRY DR
 SHADY OAK DR
 SPRINGVALE DR

TIMBERWOOD (SUBDIVISION)

EDDYSTONE TRL
 EDDYSTONE TRL
 MACHETE TRL
 TWISTEDBIRD LN
 RAINBOW CT

STONEWALL RANCH (SUBDIVISION)

QUARRY ROCK LP
 QUARRY ROCK CV
 SANDSTONE RD
 STONEWALL PKWY
 FIELDSTONE RD
 ROCKRIDGE TRL
 POLO DURO LN
 PRESPECTOR LN
 RHINESTONE CV
 LIMESTONE RD
 MILESTONE RD
 SILTSTONE WAY
 DRYSTONE TRL
 MARBLE HEADWAY
 QUARR LN
 ROCKHOUND LN
 GRANITE PATH
 FISSURE CV

RABBIT HOLLOW (SUBDIVISION)

RABBIT HOLLOW LN
 RABBIT RUN
 COTTONTAIL LN
 S MOURINING DOVE
 N MOURINING DOVE

ANDERSON MILL VILLAGE SOUTH (SUBDIVISION)

WOODVALE DR
 DALEWOOD DR
 COPPER CREEK DR
 SPRINGVALE DR
 LAND DR

WADE CROSSING (SUBDIVISION)

RUBY DR
 RATH DR

NORTHRIDGE ACRES (SUBDIVISION)

NORTHRIDGE RD
 HILLSIDE DR
 TERRACE DR
 SUMMIT DR
 PARKVIEW DR

WILLOW RUN (SUBDIVISION)

LICORICE LN
 MOCHA TRL
 LYMK DR
 ESPRESSO DR

GARDEN PARK (SUBDIVISION)

GREENPASTURE DR
 HYCRES DR
 SPRING GARDEN DR
 HARVEST DR

STONE HOUSE ESTS (SUBDIVISION)

S PECAN VIEW RD
 RICHLAND VIEW RD
 STONE HOUSE DR

WALNUT SPRINGS (SUBDIVISION)

SEBASTIAN LN
 JOSHUA DR
 LAYTON WAY
 DAKOTA DR

LAKE GEORGETOWN ESTS (SUBDIVISION)

ABRAMS RD

SHADY OAKS ESTATES (SUBDIVISION)

CHERRY WOOD COURT
 OAK BRANCH DRIVE
 TEN OAKS DRIVE
 WOOD COVE
 OAK BREEZE COVE
 BUENA VISTA DRIVE
 CROSSOVER LANE
 MARIPOSA BONITA DRIVE
 SILVER LEAF DRIVE
 SILVERADO DRIVE
 COPPER LEAF COURT
 TWIN CEDAR DRIVE
 ROBLE ROJO DRIVE
 CASCADA COVE
 ESCONDIDO DRIVE

EASTATES OF WESTLAKE (SUBDIVISION)

MARQUESA TRL
 VENEZIA CR
 PORTOAFINO LN
 SAN MARINO
 HIGHLAND SPRINGS LN
 WHISPERING SPRINGS LN

WEST LAKE OF THE WOODS (SUBDIVISION)

SILVERSTONE
 GOLDRIDGE DR
 LINDESY LN
 GOLDRIDGE CR

RESOURE COMMERCIAL PARK (SUBDIVISION)

MARKET ST

ESTANCIA (SUBDIVISION)

ESTANCIA WAY

WOODS OF FOUNTAINWOODS (SUBDIVISION)

STARLIGHT TRL
 CRYSTAL LN
 HALLIE CT
 KATE MARIE CV
 DIAMOND TRL
 HIGHLAND SPRINGS LN
 ROBERTS CR
 BOBBYS CV
 GOLDRIDGE DR
 SILVERS STONE DR
 ALUSSA DR
 ROLLING MEADOW TRL
 GUNN RANCH RD
 SAN MARINO TRL
 TUSCANY WAY
 BRANT DR

TUSCANY VILLAS (SUBDIVISION)

TUSCANY WAY
 BELLA VISTA

SNOW WOODS (SUBDIVISION)

HIGHLAND SPRINGS LN
 DAVIS LN

CRYSTAL LN
 ANNIES CV

FREDRICKSON RANCH (SUBDIVISION)

CROCKETT GARDENS
 CROCKETT GARDENS

EAGLE POINT DR
 JIM BOWIE DR

COUNTY ROADS

CEDAR BREAKS RD

CR 272

CR 117

TOWER RD

CR 352

S OLD CR180

CR 180

E OLD CR 180

DOWNING LN

CR226

CR 387

JUSTIN LN

CR 398

CR 424

CR 425

CR 425

CR 426

CR 444

CR 453

CR 470

CR 498

CR 434

CR 439

CR 483

CR 462

CR 377

AIRPORT RD

CR 395

CR 118

CR 130

CR 349

CR 358

WILLIAMSON COUNTY BID FORM

CRACK SEAL SERVICES FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: IFB18XX-XXX

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

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

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	EA	
2	Cost per crew (as defined in the General Notes and Technical Specs)	1750 HRS	Hour	

Number of crews available: _____

CHECK ONE OF THE FOLLOWING:

- I will offer the quoted prices to all authorized entities during the term of the County's contract.
- I will not offer the quoted prices to all authorized entities.

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**

BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<input style="width: 100%;" type="text"/>
Address of Bidder:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

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

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

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

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (Name of Signer), who after being by me duly sworn, did depose and say: "I, , (Name of Signer) am a duly authorized officer of/agent for (Name of Bidder) and have been duly authorized to execute the foregoing on behalf of the said (Name of Bidder).

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

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p>Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p style="text-align: center;">Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNC electronically.		

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:

Reference 2

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Question and Answers for Bid #1803-220 - Crack Seal Services

Overall Bid Questions

There are no questions associated with this bid.