NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
NOVEMBER 6TH, 2018
9:30 A.M.

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

1. Review and approval of minutes.

2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.

3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 10)

5. Discuss, consider and take appropriate action on a line item transfer for Elections Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0376.0376.004506	Computer Prgm/Maint	5000.00
To	0376.0376.004251	Election Supplies	5000.00

6. Discuss, consider, and take appropriate action on budget line item tranfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	100.0576.003900	Membership Dues	1850.00
To	100.0576.004500	Maintenance Services	1850.00

7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

8. Discuss, consider and take appropriate action in authorizing the disposal of various county assets through auction including one (1) 2003 ETNYRE Lowboy haul Trailer, one (1) 2005 International 7400 SFA 6x4 12 yard dump truck, one (1) 2007 DITCH WITCH 1820 Walk Behind Trencher, and one (1) 1997 Ford F350, pursuant to Texas Local Gov't Code 263.152.

9. Discuss, consider and take appropriate action on authorizing the disposal of county assets through Sale to Insurance of one (1) 2016 Chevrolet Tahoe, pursuant to Texas Local Gov't Code 263.152.

10. Discuss, consider and take appropriate action on appointment of John Copelan, Georgetown, Williamson County to to the Williamson County Conservation Foundation (WCCF) Board to fill an unexpired term; term to expire on or about April 24, 2019.

REGULAR AGENDA

11. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

12. Discuss, consider, and take appropriate action regarding Small Construction Site Notice for Stormwater Discharges associated with Construction Activity under TPDES General Permit (TXR150000).

13. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1804-224, in the amount of -$3,964.73 for Windberry Path Milling & Overlay, Curb & Gutter, and Sidewalk Replacements from Fairmeadow Drive to Woodhaven Trail.

14. Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order # 64 from Vaughn Construction in the amount of $2,181,975.00 to approve funding for the construction of Building A, the Facilities Warehouse and Building J, the Sign Shop Remodel, from within the existing GMP contract and other funding sources.

15. Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order # 66 from Vaughn Construction in the amount of $108,340.00 to approve funding from within the existing contract for earthwork, utilities and asphalt for alternate # 3 Fuel Station based on ASI-039 and ASI-042 and to receive credit for work associated with striping at Building G. This change order is to be credited to the Owners Contingency and funded by Buyout Savings.

16. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Round Rock regarding construction and easement acquisitions to construct improvements to the storm water system between Greenfield and Oak Bluff Estates.

17. Discuss, consider and take appropriate action on a Real Estate Contract with Karen Sparks Guenther for right of way needed on the Hairy Man Rd. project (Parcel N23). Funding Source: Road Bonds P284

18. Discuss, consider and take appropriate action on an Amended and Restated Interlocal Lease Agreement between Williamson County and the City of Georgetown providing for the expansion of the real property currently being leased by the City of Georgetown pursuant to the original Interlocal Lease Agreement, being dated August 12, 2014.

19. Discuss, Consider and take appropriate action on the form Office Lease Agreement between Williamson County, Lessor, and Chinogringo, LLC, as Lessee, relating to the office condo space located at 321 Ed Schmidt Boulevard, Unit #100, Hutto, Texas 78634 to commence upon closing and funding of Williamson County’s purchase of such property.

20. Discuss, consider and take appropriate action to allow the Sheriff's Office to accept a grant through Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2018 Local Solicitation.

21. Discuss, consider and take appropriate action on a letter stating the position of Williamson County and the Williamson County Conservation Foundation regarding changes to the use of the Endangered Species Act Section 10 for Section 7 projects and related matters.

22. Discuss, consider and take appropriate action on a FY2016 Annual Action Plan substantial amendment by authorizing a change to the original scope relating to the City of Taylor Robinson Park Community Center Project.

23. Discuss and take appropriate action on amending the 2018 Community Development Block Grant Annual Action Plan by transferring $150,000 from the Bluebonnet Trails Community Services Project to the Robinson Park Community Center Project.

24. Discuss, consider, and take appropriate action on approving the service agreement between Klepzig Excavation and Williamson County for grease trap repair services in the not-to-exceed amount of $6,400.00, and authorizing the execution of the agreement.

25. Discuss, consider, and take appropriate action on approving the service contract between R&B Enterprises, Inc. d/b/a Oliver Roofing Systems and Williamson County for roof repairs in the not-to-exceed amount of $4,999.99 and authorizing the execution of the agreement.

26. Discuss, consider and take appropriate action on approving the agreement between Kronos and Williamson County for professional services in the not-to-exceed amount of $32,085.00, pursuant to US Communities cooperative agreement #14-JLR-003, and authorizing the execution of the agreement.

27. Discuss, consider and take appropriate action on approving the software maintenance renewal from Environmental Systems Research Institute in the amount of $60,823.18, pursuant to DIR contract #DIR-TSO-3446.

28. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Emergency Generator and Automatic Transfer Switch Preventive Maintenance, Repair and Rental Services under RFP #1810-269.

29. Discuss, consider, and take appropriate action on awarding RFCSP #1806-239 River Ranch County Park Phase I Development to the overall best respondent Ritter, Botkin Prime Construction Company, Inc. and authorizing execution of the Agreement between Owner and Contractor for the construction of the River Ranch County Park Phase I Development.

30. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Small Project Architectural Services under RFQ #1810-270.

31. Discuss, consider, and take appropriate action on authorizing the extension of Crushed Granite contract #1711-196 with Heartland Quarries, LLC, for the same pricing, terms and conditions as the existing contract for the term of December 5, 2018 - December 4, 2019.

32. Discuss, consider, and take appropriate action on renewal of Williamson County Pollution Liability Insurance for Fleet Services, regarding Third Party Liability Insurance, Corrective Action and Clean-up Costs for the Storage Tank Pollution with Commerce And Industry Insurance Company, under Policy #PLC000168373 for the term of 12/18/18 - 12/18/19.

33. Discuss, consider, and take appropriate action on exempting RT Lawrence Corporation from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for RTLFirst remittance and processing system for the Williamson County Tax Office and authorizing the execution of the agreement.

34. Discuss, consider, and take appropriate action on exempting OPEX Corporation from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole source provider of warranty and maintenance for existing AS7200 scanner hardware for the Williamson County Tax Office and authorizing the execution of the agreement.

35. Discuss, consider, and take appropriate action on awarding IFB #1807-245 Bulk Fuel for Williamson County to the lowest and best bidder, Petroleum Traders Corporation.

36. Discuss, consider, and take appropriate action on approving the use of General Services Agreement (GSA) contract GS-07F-0031W for the purchase of two (2) LPR WANCO Speed Trailers in the amount of $116,890.00 from Millenium Products Inc. to support the operations of the Williamson County Sheriff's Office.

EXECUTIVE SESSION

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

37. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss North Woods Road District.
c) Project Amazon
d) Wolf Lakes
e) Project Capstone
f) Project Dalton House
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
h) Project Deliver

38. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
A. Real Estate Owned by Third Parties
Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
c) Discuss the acquisition of real property for CR 176 at RM 2243
d) Discuss the acquisition of real property: CR 101
e) Discuss the acquisition of real property: CR 200
f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
g) Discuss the acquisition of real property for SH 29 LTP.
h) Discuss the acquisition of real property for County Facilities.
i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
l) Discuss the acquisition of real property for Seward Junction SE Loop.
m) Discuss the acquisition of real property for SH 29 @ DB Wood.
n) Discuss the acquisition of real property for Hairy Man Rd.
o) Discuss the acquisition of real property for SW Bypass.
p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
q) Discuss the aquisition of real property for CR 111.
r) Discuss the acquisition of real property for Corridor H
s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
u) Discuss the acquisition of Office Condominiums at 321 Ed Schmidt Boulevard, Hutto, Texas
v) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
w) Discuss the acquisition of right-of-way for Corridor C.
x) Discuss the acquisition of right-of-way for Corridor F.
y) Discuss the acquisition of right-of-way for Corridor D.
z) Discuss the acquisition of right-of-way for Southeast Corridor.
aa) Discuss the acquisition of right-of-way for Reagan extension.
bb) Discuss possible sale of County-owned 7.38 acres in Breakaway Park Subdivision.
B. Property or Real Estate owned by Williamson County
Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss wastewater easements in Berry Springs Park
c) Discuss sale of County property on Ronald Reagan Blvd.
d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
e) Potential governmental uses for 8th Street downtown parking lot
f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
g) Discuss property usage at Longhorn Junction
h) Discuss sale of excess 183A right of way to abutting property owner.
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
E. Discuss the San Gabriel River trail easements.
F. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
G. Discuss the Oak Bluff Interlocal Agreement with the City of Round Rock.

39. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In

The Unites States District Court For The Western District of Texas – Austin Division.
k) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
m) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
n) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
o) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
p) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
q) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
r) Discuss law in relation to Williamson County compensation policies.
s) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
t) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas
u) Potential opioid litigation
v) Valerie Adams - EEOC Charge No. 450-2018-03807
w) Terry Ballard – EEOC Charge No. 451-2018-02074
x) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
y) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154)
z) Legal matters relating to Sunset Meadows Subdivision.

40. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

41. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

42. Deliberate the appointment, evaluation and employment of the Senior Director of the Williamson County Human Resources Department, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

43. Discuss and take appropriate action concerning economic development.

44. Discuss and take appropriate action concerning real estate.

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
k) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
m) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
n) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
o) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
p) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
q) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
r) Discuss law in relation to Williamson County compensation policies.
s) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
t) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas
u) Potential opioid litigation
v) Valerie Adams - EEOC Charge No. 450-2018-03807
w) Terry Ballard – EEOC Charge No. 451-2018-02074
x) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
y) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154)
z) Legal matters relating to Sunset Meadows Subdivision.

46. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

47. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2018 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 11/06/2018

Line item transfer

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Elections Office.

Background

Shortfall of funds in elections supplies from Elections Discretionary Fund from FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0376.0376.004506	Computer Prgm/Maint	5000.00
To	0376.0376.004251	Election Supplies	5000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 08:26 AM
Budget Office	Wendy Coco	11/01/2018 04:18 PM
Form Started By: Jenifer Favreau		Started On: 10/31/2018 07:45 PM
Final Approval Date: 11/01/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 11/06/2018

Budgtet Line Item Transfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on budget line item tranfer for Juvenile Services.

Background

Juvenile Services is requesting a line item transfer from BLI 3900 (Membership Dues) to BLI 4500 (Maintenance Services). Funds transferred will be used to renew the department's maintenance/licensing fees with TimeKeeping Systems for the Guard 1 Plus system. This program is used to complete and record rooms checks for all youth in the facility.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	100.0576.003900	Membership Dues	1850.00
To	100.0576.004500	Maintenance Services	1850.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:19 PM
Form Started By: John Pelczar		Started On: 11/01/2018 10:44 AM
Final Approval Date: 11/01/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 11/06/2018

Compensation Items

Submitted By: Kristy Grant, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit LIT 11.16.18

Comp Item

Merit Details 11.16.18

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	11/01/2018 11:12 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Kristy Grant		Started On: 11/01/2018 08:40 AM
Final Approval Date: 11/01/2018		

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	1,711.97	
01	0100	0576	001130		1,711.97
01	0100	8006	001130		500.10
01	0100	8006	002010		38.26
01	0100	8006	002020		70.16
01	0100	0509	001100	500.10	
01	0100	0509	002010	38.26	
01	0100	0509	002020	70.16	

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Unified Road Systems	1529	Vacant	N/A	N/A	$35,273.76	no change	N/A	N/A	Title and Grade Change: Operator II (B.19) to Operator I (B.17)	11/9/2018
Unified Road Systems	1572	Vacant	N/A	N/A	$42,466.95	no change	N/A	N/A	Title and Grade Change: Operator III (B.21) to Operator I (B.17)	11/9/2018
Unified Road Systems	1570	Vacant	N/A	N/A	$47,346.20	no change	N/A	N/A	Title and Grade Change: Operator IV (B.23) to Operator I (B.17)	11/9/2018

*Amount may vary slightly due to Oracle rounding

Department	Position	Emp ID Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	One Time Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Juv Therapist LSOTP Grant.1047.001100.	11871	$77,197.38	$0.00	0.00	$77,197.38	771.72	MERIT	11/16/2018
Building Maintenance	Project Manager V.0243.001100.	14729	$89,604.98	$500.10	0.56	$90,105.08		MERIT	10/19/2018
Juvenile Services	Juv Acad Dir.1089.001100.	1211	$94,034.98	$0.00	0.00	$94,034.98	940.25	MERIT	11/16/2018

Commissioners Court - Regular Session **8.**

Meeting Date: 11/06/2018

Asset Auction 11/6/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action in authorizing the disposal of various county assets through auction including one (1) 2003 ETNYRE Lowboy haul Trailer, one (1) 2005 International 7400 SFA 6x4 12 yard dump truck, one (1) 2007 DITCH WITCH 1820 Walk Behind Trencher, and one (1) 1997 Ford F350, pursuant to Texas Local Gov't Code 263.152.

Background

Please see attached lists for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction 1

Auction 2

Auction 3

Auction 4

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 11:07 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Jayme Jasso		Started On: 11/01/2018 10:45 AM
Final Approval Date: 11/01/2018		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1E92824473E111081
Equipment/Door Number	UF0308
License Plate	9065038
Year	2003
Make	ETNYRE
Model	PRTN55ETD3-PS Lowboy haul trailer
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 9/14/2018 8:02 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/11/2018 7:58 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/17/2018 4:06 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 10/26/2018 10:03 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 10/29/2018 10:33 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTWHAAR25J179314
Equipment/Door Number	UDT0509
License Plate	1137028
Year	2005
Make	INTERNATIONAL
Model	7400 SFA 6X4 12 yard dump truck
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 9/14/2018 5:14 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/11/2018 10:51 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/15/2018 10:13 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 10/26/2018 9:45 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 10/29/2018 10:18 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	CMW182HEA70000763
Equipment/Door Number	UN0701
License Plate	N/A
Year	2007
Make	DITCH WITCH
Model	1820 WALK BEHIND TRENCHER
Comments (mileage, mechanical issues, other info)	UNDER UTILIZED EQUIPMENT. WILL NOT BE REPLACED. HAS REACHED LIFE EXPECTANCY BY AGE
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 9/14/2018 5:15 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/11/2018 11:46 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/19/2018 9:28 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 10/26/2018 10:01 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 10/29/2018 11:13 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	3FTHF35H7VMA58922
Equipment/Door Number	UB9716
License Plate	1087665
Year	1997
Make	FORD
Model	F350
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 9/14/2018 7:58 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Exceeded life cycle in years
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 9/14/2018 9:17 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/12/2018 10:40 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 10/26/2018 11:35 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 10/29/2018 10:47 AM

Commissioners Court - Regular Session **9.**

Meeting Date: 11/06/2018

Asset Sale to Insurance 11-6-18

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of county assets through Sale to Insurance of one (1) 2016 Chevrolet Tahoe, pursuant to Texas Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 11:20 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Jayme Jasso		Started On: 11/01/2018 10:58 AM
Final Approval Date: 11/01/2018		

Vehicle Status Change

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC0GR308216
Equipment/Door Number	SB1655
License Plate	HNZ0684
Year	2016
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	Total loss from 7-22-2018 accident
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 10/17/2018 6:56 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Accident/ Total loss
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/22/2018 3:17 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/22/2018 3:21 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 10/26/2018 10:09 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 10/29/2018 10:37 AM

Commissioners Court - Regular Session **10.**

Meeting Date: 11/06/2018

Concurrence with appointment to Williamson County Conservation Board

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of John Copelan, Georgetown, Williamson County to to the Williamson County Conservation Foundation (WCCF) Board to fill an unexpired term; term to expire on or about April 24, 2019.

Background

This action is for the Williamson County Commissioners Court to concur with the appointment of John Copelan, a twelve-year resident of Georgetown, to the WCCF Board, to fill an unexpired term, such term being scheduled to end April 24, 2019 at the WCCF next annual meeting. Under the interlocal agreement between the County and the WCCF appointments to the Board are approved by the WCCF board pending concurrence of Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Gary Boyd		Started On: 10/29/2018 12:59 PM
Final Approval Date: 11/01/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 11/06/2018

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/22/2018 03:05 PM
Form Started By: Lydia Linden		Started On: 10/22/2018 01:16 PM
Final Approval Date: 10/22/2018		

Commissioners Court - Regular Session **12.**

Meeting Date: 11/06/2018

Road Bond Program Small Construction Site Notices

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Small Construction Site Notice for Stormwater Discharges associated with Construction Activity under TPDES General Permit (TXR150000).

Background

Williamson County must sign a Small Construction Site Notice to obtain coverage under TPDES General Permit (TXR150000), as requested by the Texas Commission on Environmental Quality (TCEQ) before commencing site disturbing activities on any construction project that will disturb more than one (1) acre and less than five (5) acres of land. The Small Construction Site Notice will be posted on-site by the Contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1805-232 CR 200 at SH 29 Small Site Contruction Notice

1808-256 Reagan at Santa Rita Small Site Construction Notice

1807-252 San Gabriel Ranch Rd Small Site Construction Notice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 09:29 AM
Form Started By: Dawn Haggard		Started On: 10/31/2018 09:44 AM
Final Approval Date: 11/01/2018		

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Stormwater Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of stormwater runoff from small construction sites. Additional information regarding the TCEQ stormwater permit program may be found on the internet at:

http://www.tceq.state.tx.us/nav/permits/wq_construction.html

Operator Name:	Williamson County
Contact Name and Phone Number:	Steven Shull – 512-450-2791 (cell)
Project Description: *Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized*	CR 200 at SH 29 / Loop 332 Roadway and Intersection Improvements Estimated Completion: Spring 2019
Location of Stormwater Pollution Prevention Plan:	Posted onsite

For Small Construction Activities Authorized Under Part II.E.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I, Dan A. Gattis, certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.E.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A stormwater pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title_____ Date _____

_____ *Date Notice Removed*

____*MS4 operator notified per Part II.F.3.*

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Stormwater Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of stormwater runoff from small construction sites. Additional information regarding the TCEQ stormwater permit program may be found on the internet at:

http://www.tceq.state.tx.us/nav/permits/wq_construction.html

Operator Name:	Williamson County
Contact Name and Phone Number:	Steven Shull – 512-450-2791 (cell)
Project Description: *Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized*	Ronald Reagan at Santa Rita Improvements Turn lanes into Santa Rita Estimated Completion: Early 2019
Location of Stormwater Pollution Prevention Plan:	Posted onsite

For Small Construction Activities Authorized Under Part II.E.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I, Dan A. Gattis, certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.E.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A stormwater pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title_____ Date _____

_____ *Date Notice Removed*

____*MS4 operator notified per Part II.F.3.*

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Stormwater Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of stormwater runoff from small construction sites. Additional information regarding the TCEQ stormwater permit program may be found on the internet at:

http://www.tceq.state.tx.us/nav/permits/wq_construction.html

Operator Name:	Williamson County
Contact Name and Phone Number:	Steven Shull – 512-450-2791 (cell)
Project Description: *Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized*	San Gabriel Ranch Road Bridge Bridge construction at Remuda Dr and San Gabriel Ranch Rd including approaches. Estimated Completion: Spring 2019
Location of Stormwater Pollution Prevention Plan:	Posted onsite

For Small Construction Activities Authorized Under Part II.E.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I, Dan A. Gattis, certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.E.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A stormwater pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title_____Date _____

_____ *Date Notice Removed*

____*MS4 operator notified per Part II.F.3.*

Commissioners Court - Regular Session **13.**

Meeting Date: 11/06/2018

Discuss consider and take appropriate action on Change Order No 1 to contract number IFB 1804-224 for Windberry Path

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1804-224, in the amount of -$3,964.73 for Windberry Path Milling & Overlay, Curb & Gutter, and Sidewalk Replacements from Fairmeadow Drive to Woodhaven Trail.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was $86,166.00. With the addition of this change order, of -$3,964.73, final contract amount will be $82,201.27. This negative change order is the result of changes in material quantities that were used.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 1- Windberry Path

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 08:26 AM
Form Started By: Kelly Murphy		Started On: 10/31/2018 08:43 AM
Final Approval Date: 11/01/2018		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Alpha Paving Industries LLC**

2. Change Order Work Limits: Sta. **1+00** to Sta. **5+00**

3. Type of Change(on federal-aid non-exempt projects): **NA** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***IFB 1804-224***
Roadway:	***Windberry Path***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **All**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10-25-2018

By [signature]

Typed/Printed Name Manny Trinidad

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($3,964.73)**

RECOMMENDED FOR EXECUTION:

[signature] 10-30-18
Project Manager / Construction Observer — Date

[signature] 10/30/2018
Design Engineer — Date

[signature] 10/30/18
Program Manager — Date

Design Engineer's Seal:

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # IFB 1804-224***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
1	REMOVING CONC(SIDEWALK)	SY	$500.00	2.00	$1,000.00	(2.00)	0.00	$0.00	($1,000.00)
2	REMOVING CONC(CURB&GUTTER	LF	$30.00	100.00	$3,000.00	44.50	144.50	$4,335.00	$1,335.00
3	FURNISHING AND PLACING TOPSOIL 4INCH	SY	$100.00	30.00	$3,000.00	(6.85)	23.15	$2,315.00	($685.00)
4	BLOCK SODDING	SY	$25.00	30.00	$750.00	(6.85)	23.15	$578.75	($171.25)
5	VEGETATIVE WATERING	MG	$2,500.00	1.00	$2,500.00	0.00	1.00	$2,500.00	$0.00
6	AGGR TYB GR4 SACB	CY	$230.00	22.00	$5,060.00	(22.00)	0.00	$0.00	($5,060.00)
7	ASPH CHFRS 2P OR CRS 2P	GAL	$9.00	847.00	$7,623.00	(847.00)	0.00	$0.00	($7,623.00)
8	D GR HMA SQ TY D 70-22	TON	$117.00	200.00	$23,400.00	55.10	255.10	$29,846.70	$6,446.70
9	D GR HMA SQ TY D PG 64 22 LEVEL UP	TON	$117.00	79.00	$9,243.00	(5.04)	73.96	$8,653.32	($589.68)
10	PLANE ASPH CONC PAV 1.5 TO 3.0	SY	$5.00	2,418.00	$12,090.00	(102.00)	2,316.00	$11,580.00	($510.00)
11	MOBILIZATION	LS	$8,000.00	1.00	$8,000.00	0.00	1.00	$8,000.00	$0.00
12	BARRICADE, SIGNS AND TRAFFIC HANDLING	MO	$5,000.00	1.00	$5,000.00	0.00	1.00	$5,000.00	$0.00
13	CONC CURB AND GUTTER TYPE 2	LF	$65.00	100.00	$6,500.00	44.50	144.50	$9,392.50	$2,892.50
14	CONC SIDEWALK 4INCHES	SY	$500.00	2.00	$1,000.00	(2.00)	0.00	$0.00	($1,000.00)
TOTALS					$86,166.00			$82,201.27	($3,964.73)

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **14.**

Meeting Date: 11/06/2018

North Campus Facility P324 - Change Order 64

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order # 64 from Vaughn Construction in the amount of $2,181,975.00 to approve funding for the construction of Building A, the Facilities Warehouse and Building J, the Sign Shop Remodel, from within the existing GMP contract and other funding sources.

Background

This change order is to approve the use of funds that are already inside of the GMP contract to fund the construction of Buildings A and J. The additional sources of funding necessary for this change order would come from the Fleet Fund fund balance and CIP program funds approved by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 64

NCF CO64 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Gina Wrehsnig		Started On: 11/01/2018 11:00 AM
Final Approval Date: 11/01/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

November 01, 2018

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0064

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,018,000 (one million eighteen thousand) dollars to provide Bldg. j Sign Shop & Bldg. a for the above referenced project.

This proposal exclude asphalt paving until steel is procured due to the volatility of steel cost.

The projects revised substantial completion date is July 18th, 2019.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B, Pricing Back-up

CC:

FORM B

PROJECT: **North Campus Facilities**

CHANGE PROPOSAL NO: **233901-0064**

QUOTATION :

Item	Labor	Materials	Subs	Total
Cost of Work	$0.00	$0.00	$1,793,655.00	$1,793,655.00
Fee	$0.00	$61,657.00	$0.00	$61,657.00
General Conditions	$0.00	$326,663.00	$0.00	$326,663.00
To Be Funded By CM Contingency	$0.00	$(170,864.00)	$0.00	$(170,864.00)
To Be Funded By Owners Contingency	$0.00	$(37,964.00)	$0.00	$(37,964.00)
To Be Funded By WRP Moved to Buyout Savings	$0.00	$(955,147.00)	$0.00	$(955,147.00)
Totals	$0.00	$(775,655.00)	$1,793,655.00	$1,018,000.00

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$0.00
Fee on JTV	$0.00
Bond	$0.00
Remodel Tax	$0.00
TOTAL	**$1,018,000.00**

TIME EXTENSION TO CONTRACT: 181 Days

Submitted Date: **11/1/2018**

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 10 Days

General Conditions

Project Manager	43,201.71
Project Engineer	30,858.22
Superintendent	56,112.18
PSC	8,379.88
Payment & Performance Bonds	33,573.26
Builder's Risk Insurance	6,155.10
GL, Umbrella, Auto, PPL Insurance	42,246.35
SDI / Sub P&P Bond	18,812.21
Temporary Water Distribution & Meters	5,195.86
Project Water	249.40
Dumpsters	9,999.63
Temporary Toilets	4,988.03
Fencing and Covered Walkways	15,587.58
Site Erosion Control and Project Entrances	10,391.72
Clean Trucks & Streets	2,078.34
Final Clean	2,500.00
Temporary Fire Protection	1,039.17
IT Costs	16,107.17
Project Specific Safety Signage	1,558.76
Postage/Special Shipping	1,454.84
Project/As Built Drawings	2,597.93
Employee Identification System	2,597.93
Storage Trailers	1,454.84
Monthly Office Trailer Rental Cost	6,235.03
Reproduction Services	1,454.84
Total GCs	**324,830.00**

Williamson County, TX
Williamson County North Campus Facilities
Vaughn Project No. 2339-01

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Calendar Days)		GMP BREAKDOWN						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$ 406,771	$ 406,771	$ 1,896,522		$ 625,467	$ 21,530,926	$ 21,530,926
1	OCO	0	0	$ 3,659	$ 0	$ (3,659)	$ 0		$ 0	$ 0	$ 21,530,926
2	OCO	14	14	$ 114,186	$ 0	$ (114,186)	$ 0		$ 0	$ 0	$ 21,530,926
3	OCO	0	0	$ 1,706	$ 0	$ (1,727)	$ 21		$ 0	$ 0	$ 21,530,926
4	OCO	0	0	$ 15,994	$ 0	$ (15,994)	$ 0		$ 0	$ 0	$ 21,530,926
5	OCO	0	0	$ 19,676	$ (19,676)	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
6	OCO	0	0	$ 14,465	$ (14,465)	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
7	OCO	0	0	$ 2,237	$ 0	$ (2,237)	$ 0		$ 0	$ 0	$ 21,530,926
8	OCO	0	0	$ 3,450	$ 0	$ (3,450)	$ 0		$ 0	$ 0	$ 21,530,926
9	OCO	0	0	$ 832	$ 0	$ (832)	$ 0		$ 0	$ 0	$ 21,530,926
10	OCO	0	0	$ 285	$ 0	$ (285)	$ 0		$ 0	$ 0	$ 21,530,926
11	OCO	0	0	$ 22,415	$ 0	$ (22,415)	$ 0		$ 0	$ 0	$ 21,530,926
12	OCO	0	0	$ 11,221	$ 0	$ (11,221)	$ 0		$ 0	$ 0	$ 21,530,926
13	OCO	0	0	$ (5,000)	$ 0	$ 5,000	$ 0		$ 0	$ 0	$ 21,530,926
14	OCO	0	0	$ 0	$ 0	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
15	OCO	0	0	$ 79,584	$ 0	$ (79,584)	$ 0		$ 0	$ 0	$ 21,530,926
16	OCO	0	0	$ 9,930	$ 0	$ (9,930)	$ 0		$ 0	$ 0	$ 21,530,926
17	OCO	0	0	$ 2,450	$ (2,450)	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
18	OCO	0	0	$ 1,747	$ (1,747)	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
19	OCO	0	0	$ (1,763)	$ 0	$ 0	$ 1,763		$ 0	$ 0	$ 21,530,926
20	OCO	0	0	$ 5,784	$ 0	$ (5,856)	$ 72		$ 0	$ 0	$ 21,530,926
21	OCO	0	0	$ 10,364	$ (10,364)	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
22	OCO	0	0	$ 6,410	$ (6,461)	$ 0	$ 51		$ 0	$ 0	$ 21,530,926
23	OCO	0	0	$ 15,825	$ (15,825)	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
24	OCO	0	0	$ 33,487	$ (33,906)	$ 0	$ 419		$ 0	$ 0	$ 21,530,926
25	OCO	0	0	$ 8,854	$ (8,854)	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
26	OCO	0	0	$ (106)	$ 0	$ 106	$ 0		$ 0	$ 0	$ 21,530,926
27R	OCO	0	0	$ 2,687	$ 0	$ (2,687)	$ 0		$ 0	$ 0	$ 21,530,926
28	Void	0	0	$ 0	$ 0	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
29	OCO	0	0	$ 3,647	$ (3,647)	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
30	OCO	0	0	$ (30,000)	$ 0	$ 30,000	$ 0		$ 0	$ 0	$ 21,530,926
31	OCO	0	0	$ 4,434	$ 0	$ (4,434)	$ 0		$ 0	$ 0	$ 21,530,926
32	OCO	0	0	$ 6,816	$ 0	$ (6,816)	$ 0		$ 0	$ 0	$ 21,530,926
33R	OCO	0	0	$ (28,265)	$ 0	$ 28,265	$ 0		$ 0	$ 0	$ 21,530,926
34	OCO	0	0	$ 5,273	$ (5,273)	$ 0	$ 0		$ 0	$ 0	$ 21,530,926
35	OCO	0	0	$ (168,250)	$ 0	$ 0	$ 0		$ 0	$ (168,250)	$ 21,362,676
36	OCO	0	0	$ 1,280	$ (1,280)	$ 0	$ 0		$ 0	$ 0	$ 21,362,676
37	OCO	0	0	$ 1,601	$ (1,601)	$ 0	$ 0		$ 0	$ 0	$ 21,362,676
38R	OCO	0	0	$ 4,646	$ (4,646)	$ 0	$ 0		$ 0	$ 0	$ 21,362,676
39R	OCO	21	21	$ 0	$ 0	$ 0	$ 0		$ 0	$ 0	$ 21,362,676
40R	OCO	0	0	$ (6,292)	$ 0	$ 6,292	$ 0		$ 0	$ 0	$ 21,362,676
41	OCO	0	0	$ (50,311)	$ 0	$ 50,311	$ 0		$ 0	$ 0	$ 21,362,676
42R	OCO	0	0	$ (44,494)	$ 0	$ 44,494	$ 0		$ 0	$ 0	$ 21,362,676
43R	OCO	0	0	$ 24,129	$ 0	$ (24,129)	$ 0		$ 0	$ 0	$ 21,362,676
44R	OCO	0	0	$ 4,882	$ 0	$ (4,882)	$ 0		$ 0	$ 0	$ 21,362,676
45R	OCO	0	0	$ 25,500	$ (25,500)	$ 0	$ 0		$ 0	$ 0	$ 21,362,676
46	OCO	218	218	$ 1,304,051	$ 0	$ 0	$ 132,086	$ (135,504)	$ 49,367	$ 1,350,000	$ 22,712,676
47	OCO	0	0	$ 1,112	$ 0	$ (1,126)	$ 14		$ 0	$ 0	$ 22,712,676
48	OCO	0	0	$ 35,771	$ 0	$ (36,181)	$ 410		$ 0	$ 0	$ 22,712,676
49	OCO	0	0	$ 2,541	$ (2,573)	$ 0	$ 32		$ 0	$ 0	$ 22,712,676
50	OCO	6	6	$ 4,392	$ (4,392)	$ 0	$ 0		$ 0	$ 0	$ 22,712,676
51	OCO	4	4	$ 5,759	$ 0	$ (5,759)	$ 0		$ 0	$ 0	$ 22,712,676
52	OCO	0	0	$ (2,064)	$ 0	$ 2,064	$ 0		$ 0	$ 0	$ 22,712,676
53	Void	0	0	$ 0	$ 0	$ 0	$ 0		$ 0	$ 0	$ 22,712,676
54	OCO	0	0	$ 20,376	$ 0	$ (20,586)	$ 210		$ 0	$ 0	$ 22,712,676
55	OCO	0	0	$ (390)	$ 0	$ 390	$ 0		$ 0	$ 0	$ 22,712,676
56	OCO	0	0	$ 5,676	$ 0	$ (5,676)	$ 0		$ 0	$ 0	$ 22,712,676

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Calendar Days)		GMP BREAKDOWN						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
57	OCO	0	0	$ 63,922	$ (9,317)	$ (54,605)	$ 0		$ 0	$ 0	$ 22,712,676
58	OCO	0	0	$ 24,379	$ 0	$ (24,379)	$ 0		$ 0	$ 0	$ 22,712,676
59	OCO	0	0	$ 2,107	$ 0	$ (2,128)	$ 21		$ 0	$ 0	$ 22,712,676
60	OCO	0	0	$ 1,631	$ 0	$ (1,631)	$ 0		$ 0	$ 0	$ 22,712,676
61	OCO	0	0	$ 48,990	$ 0	$ (49,269)	$ 279		$ 0	$ 0	$ 22,712,676
62	OCO	0	0	$ 19,344	$ (19,344)	$ 0	$ 0		$ 0	$ 0	$ 22,712,676
63	OCO	0	0	$ 6,533	$ 0	$ (6,533)	$ 0		$ 0	$ 0	$ 22,712,676
64	OCO	181	-	$ 1,793,655	$ (170,864)	$ (37,964)	$ 326,663	$ (955,147)	$ 61,657	$ 1,018,000	$ 23,730,676
65	OCO	35	35	$ 38,004	$ 0	$ 0	$ 41,216	$ (80,526)	$ 1,306	$ 0	$ 22,712,676
66	OCO	0	-	$ 108,340	$ 0	$ 4,383	$ 0	$ (112,723)	$ 0	$ 0	$ 22,712,676
67	OCO	0	-	$ 0	$ (6,560)	$ (17,915)	$ 0		$ 24,475	$ 0	$ 22,712,676
Current Amounts		**479**	**298**	**$21,814,499**	**$ 38,026**	**$ 0**	**$ 2,399,779**	**$ (1,283,900)**	**$ 762,272**	**$ 23,730,676**	**$ 23,730,676**

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 62

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,027,145.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,362,677.00	$ 21,362,677.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
17	09/12/17	A&E	0	$ 2,450.00	$ -	$ -	$ (2,450.00)	$ -	$ -	$ -	$ 21,362,677.00
18	09/12/17	A&E	0	$ 1,747.00	$ (1,747.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
19	09/12/17	Owner	0	$ 577,128.00	$ -	$ -	$ (577,128.00)	$ -	$ -	$ -	$ 21,362,677.00
20	12/05/17	A&E	0	$ 5,784.00	$ -	$ (5,856.00)	$ -	$ 72.00	$ -	$ -	$ 21,362,677.00
21	10/03/17	A&E	0	$ 10,364.00	$ (10,364.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
22	10/03/17	A&E	0	$ 6,461.00	$ (6,461.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
23	12/05/17	A&E	0	$ 15,825.00	$ (15,825.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
24	10/03/17	A&E	0	$ 33,906.00	$ (33,906.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
25	10/03/17	A&E	0	$ 8,854.00	$ (8,854.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
26	02/06/18	A&E	0	$ (106.00)	$ -	$ 106.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
27	02/27/18	A&E	0	$ 2,687.00	$ -	$ (2,687.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
28	PENDING REVIEW										$ 21,362,677.00
29	02/06/18	A&E	0	$ 3,647.00	$ (3,647.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
30	10/24/17	Contractor		$ (30,000.00)	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
31	10/24/17	A&E		$ 4,434.00	$ -	$ (4,434.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
32	11/14/17	A&E		$ 6,816.00		$ (6,816.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
33	04/17/18	Owner	0	$ (28,265.00)	$ -	$ 28,265.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
34	11/14/17	Contractor		$ 5,273.00	$ (5,273.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
35	PENDING REVIEW										$ 21,362,677.00
36	12/05/17	A&E	0	$ 1,280.00	$ (1,280.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
37	12/05/17	A&E	0	$ 1,601.00	$ (1,601.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
38	03/27/18	A&E	0	$ 4,646.00	$ -	$ (4,646.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
39	02/27/18	Contractor	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
40	02/27/18	Contractor	0	$ (6,292.00)	$ -	$ 6,292.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
41	02/06/18	Owner	0	$ (50,311.00)	$ -	$ 50,311.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
42	02/27/18	Contractor	0	$ (44,494.00)	$ -	$ 44,494.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
43	02/27/18	Owner	0	$ 24,129.00	$ -	$ (24,129.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
44	02/27/18	Owner	0	$ 4,882.00	$ -	$ (4,882.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 62

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
45	03/20/18	Contractor	0	$ 25,500.00	$ (25,500.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
46	03/27/18	Owner	163	$ 1,485,504.00	$ -	$ -	$ (135,504.00)	$ 132,086.00	$ 49,367.00	$ 1,350,000.00	$ 22,712,677.00
47	03/20/18	Owner	0	$ 1,126.00	$ -	$ (1,126.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
48	03/20/18	Contractor	0	$ 36,181.00	$ -	$ (36,181.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
49	PENDING REVIEW										$ 22,712,677.00
50	04/17/18	A&E	4	$ 4,392.00	$ (4,392.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
51	03/20/18	Owner	4	$ 5,759.00	$ -	$ (5,759.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
52	04/17/18	Owner	0	$ (2,064.00)	$ -	$ 2,064.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
53	04/10/18	Owner	0	$ 377,829.00	$ -	$ -	$ (425,216.00)	$ 47,387.00	$ -	$ -	$ 22,712,677.00
54	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56	07/10/18	Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57	07/10/18	Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58	07/10/18	Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59	07/10/18	Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60	07/10/18	Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61	07/10/18	Owner	0	$ 49,269.00	$ -	$ (49,269.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
62	08/14/18	Contractor	0	$ 19,344.00	$ (19,344.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
63	09/04/18	Owner	0	$ 6,533.00	$ -	$ (6,533.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
64		Owner	181	$ 2,181,975.00	$ (170,864.00)	$ (37,964.00)	$ (955,147.00)	$ -	$ -	$ -	$ 22,712,677.00
65	10/23/18	Owner	45	$ 38,004.00	$ -	$ -	$ (80,526.00)	$ 41,216.00	$ 1,306.00	$ -	$ 22,712,677.00
66			0	$ 108,340.00	$ -	$ 4,383.00	$ (112,723.00)	$ -	$ -	$ -	$ 22,712,677.00
			422	**$ 23,343,145.00**	**$ 54,255.00**	**$ 9,980.00**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ (1,241,067.00)

Commissioners Court - Regular Session **15.**

Meeting Date: 11/06/2018

North Campus Facility P324 - Change Order 66

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order # 66 from Vaughn Construction in the amount of $108,340.00 to approve funding from within the existing contract for earthwork, utilities and asphalt for alternate # 3 Fuel Station based on ASI-039 and ASI-042 and to receive credit for work associated with striping at Building G. This change order is to be credited to the Owners Contingency and funded by Buyout Savings.

Background

This change order is to approve the use of funds that are already inside of the GMP contract to fund earthwork, utility and asphalt scopes of work that are necessary for the completion of the project based on the original design and Architecture Supplemental Instruction #'s 039 and 042. The striping scope credit will be credited to the Owners contingency.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 66

NCF CO66 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 09:08 AM
Form Started By: Gina Wrehsnig		Started On: 11/01/2018 08:39 AM
Final Approval Date: 11/01/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

October 18, 2018

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0066

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide CP-066 Earthwork, Ashpalt, & Utilities Scope at Fuel Station Correction & Credit for Striping Omitted in ASI-053 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Brody Harris - BLGY
Mark Brown - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0066

QUOTATION :

Item	Labor	Materials	Subs	Total
Earthwork, Utilities, & Asphalt Scope for Alternate 3 - Fuel Station in Reference to ASI-039 & ASI-042, in addition to CP-046	$0.00	$0.00	$112,723.00	$112,723.00
Credit for Work Associated with Striping at Bldg. g Parking Omitted in ASI-053 dated 9/24/18	$0.00	$0.00	$(4,383.00)	$(4,383.00)
To be Credited to Owners Contingency	$0.00	$4,383.00	$0.00	$4,383.00
To be Funded by WRP Moved to Buyout Savings	$0.00	$(112,723.00)	$0.00	$(112,723.00)
Totals	$0.00	$(108,340.00)	$108,340.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/18/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 10 Days

Williamson County
Williamson County North Campus Facilities
Vaughn Project No. 2339-01

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$406,771	$406,771	$1,896,522		$625,467	$21,530,926	$21,530,926
1	OCO	0	0	$3,659	$0	($3,659)	$0		$0	$0	$21,530,926
2	OCO	14	14	$114,186	$0	($114,186)	$0		$0	$0	$21,530,926
3	OCO	0	0	$1,706	$0	($1,727)	$21		$0	$0	$21,530,926
4	OCO	0	0	$15,994	$0	($15,994)	$0		$0	$0	$21,530,926
5	OCO	0	0	$19,676	($19,676)	$0	$0		$0	$0	$21,530,926
6	OCO	0	0	$14,465	($14,465)	$0	$0		$0	$0	$21,530,926
7	OCO	0	0	$2,237	$0	($2,237)	$0		$0	$0	$21,530,926
8	OCO	0	0	$3,450	$0	($3,450)	$0		$0	$0	$21,530,926
9	OCO	0	0	$832	$0	($832)	$0		$0	$0	$21,530,926
10	OCO	0	0	$285	$0	($285)	$0		$0	$0	$21,530,926
11	OCO	0	0	$22,415	$0	($22,415)	$0		$0	$0	$21,530,926
12	OCO	0	0	$11,221	$0	($11,221)	$0		$0	$0	$21,530,926
13	OCO	0	0	($5,000)	$0	$5,000	$0		$0	$0	$21,530,926
14	OCO	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
15	OCO	0	0	$79,584	$0	($79,584)	$0		$0	$0	$21,530,926
16	OCO	0	0	$9,930	$0	($9,930)	$0		$0	$0	$21,530,926
17	OCO	0	0	$2,450	($2,450)	$0	$0		$0	$0	$21,530,926
18	OCO	0	0	$1,747	($1,747)	$0	$0		$0	$0	$21,530,926
19	OCO	0	0	($1,763)	$0	$0	$1,763		$0	$0	$21,530,926
20	OCO	0	0	$5,784	$0	($5,856)	$72		$0	$0	$21,530,926
21	OCO	0	0	$10,364	($10,364)	$0	$0		$0	$0	$21,530,926
22	OCO	0	0	$6,410	($6,461)	$0	$51		$0	$0	$21,530,926
23	OCO	0	0	$15,825	($15,825)	$0	$0		$0	$0	$21,530,926
24	OCO	0	0	$33,487	($33,906)	$0	$419		$0	$0	$21,530,926
25	OCO	0	0	$8,854	($8,854)	$0	$0		$0	$0	$21,530,926
26	OCO	0	0	($106)	$0	$106	$0		$0	$0	$21,530,926
27R	OCO	0	0	$2,687	$0	($2,687)	$0		$0	$0	$21,530,926
28	Void	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
29	OCO	0	0	$3,647	($3,647)	$0	$0		$0	$0	$21,530,926
30	OCO	0	0	($30,000)	$0	$30,000	$0		$0	$0	$21,530,926
31	OCO	0	0	$4,434	$0	($4,434)	$0		$0	$0	$21,530,926
32	OCO	0	0	$6,816	$0	($6,816)	$0		$0	$0	$21,530,926
33R	OCO	0	0	($28,265)	$0	$28,265	$0		$0	$0	$21,530,926
34	OCO	0	0	$5,273	($5,273)	$0	$0		$0	$0	$21,530,926
35	OCO	0	0	($168,250)	$0	$0	$0		$0	($168,250)	$21,362,676
36	OCO	0	0	$1,280	($1,280)	$0	$0		$0	$0	$21,362,676
37	OCO	0	0	$1,601	($1,601)	$0	$0		$0	$0	$21,362,676
38R	OCO	0	0	$4,646	($4,646)	$0	$0		$0	$0	$21,362,676
39R	OCO	21	21	$0	$0	$0	$0		$0	$0	$21,362,676
40R	OCO	0	0	($6,292)	$0	$6,292	$0		$0	$0	$21,362,676
41	OCO	0	0	($50,311)	$0	$50,311	$0		$0	$0	$21,362,676
42R	OCO	0	0	($44,494)	$0	$44,494	$0		$0	$0	$21,362,676
43R	OCO	0	0	$24,129	$0	($24,129)	$0		$0	$0	$21,362,676
44R	OCO	0	0	$4,882	$0	($4,882)	$0		$0	$0	$21,362,676
45R	OCO	0	0	$25,500	($25,500)	$0	$0		$0	$0	$21,362,676
46	OCO	218	218	$1,304,051	$0	$0	$132,086	($135,504)	$49,367	$1,350,000	$22,712,676
47	OCO	0	0	$1,112	$0	($1,126)	$14		$0	$0	$22,712,676
48	OCO	0	0	$35,771	$0	($36,181)	$410		$0	$0	$22,712,676
49	OCO	0	0	$2,541	($2,573)	$0	$32		$0	$0	$22,712,676
50	OCO	6	6	$4,392	($4,392)	$0	$0		$0	$0	$22,712,676
51	OCO	4	4	$5,759	$0	($5,759)	$0		$0	$0	$22,712,676
52	OCO	0	0	($2,064)	$0	$2,064	$0		$0	$0	$22,712,676
53	Void	0	0	$0	$0	$0	$0		$0	$0	$22,712,676
54	OCO	0	0	$20,376	$0	($20,586)	$210		$0	$0	$22,712,676
55	OCO	0	0	($390)	$0	$390	$0		$0	$0	$22,712,676
56	OCO	0	0	$5,676	$0	($5,676)	$0		$0	$0	$22,712,676
57	OCO	0	0	$63,922	($9,317)	($54,605)	$0		$0	$0	$22,712,676
58	OCO	0	0	$24,379	$0	($24,379)	$0		$0	$0	$22,712,676

59	OCO	0	0	$2,107	$0	($2,128)	$21		$0	$0	$22,712,676
60	OCO	0	0	$1,631	$0	($1,631)	$0		$0	$0	$22,712,676
61	OCO	0	0	$48,990	$0	($49,269)	$279		$0	$0	$22,712,676
62	OCO	0	0	$19,344	($19,344)	$0	$0		$0	$0	$22,712,676
63	OCO	0	0	$6,533	$0	($6,533)	$0		$0	$0	$22,712,676
64	Void	117	0	$0	$0	$0	$0	$0	$0	$0	$22,712,676
65	OCO	35	-	$38,004	$0	$0	$41,216	($80,526)	$1,306	$0	$22,712,676
66	OCO	0	-	$108,340	$0	$4,383	$0	($112,723)	$0	$0	$22,712,676
Current Amounts		**415**	**263**	**$20,020,844**	**$215,450**	**$55,879**	**$2,073,116**	**($328,753)**	**$676,140**	**$22,712,676**	**$22,712,676**

Memo

Sent: Wednesday, October 10, 2018 1:44 PM
To: Doug Boram
Subject: Wilco NCF - CP-046 Correction Regarding WPM Pricing
Attachments: WPM - CP-046 Correction.pdf

- WPM SCO-013 produced in CP-046 for $51,385 was produced from an incorrect take-off.
- The correct take-off results in a change order amount of $34,838.
- The change order amount $51,385 for the Earthwork & Utilities was intended to be priced as an additional cost to the $129,270 that is included in Exhibit F Item No. 37 of the executed subcontract. $51,385 was used as the stand-alone total amount for Earthwork & Utilities scope in CP-046.
- The correct total amount that should have been used CP-046 is the included contract amount $129,270 PLUS $34,838 for a total amount of $164,108.
- Vaughn is requesting $112,723, the difference between the total amount of $164,108 and $51,385 that was previously funded.
- The highlighted line items are the corrected items.

Camille Carpenter
6604 N. Lamar | Austin, TX 78752
Mobile: (512) 516-4569

VAUGHN
CONSTRUCTION
www.vaughnconstruction.com
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Correct Pricing Summary

Item #	Description	Quantity	Units	Unit Cost Material	Material Cost	Unit Cost Equipment	Equipment Cost	Unit Cost Subcontrctor	Subcontrctor Cost	Unit Cost Labor	Labor Cost	Subtotal
											$ -	$ -
	Superintendent	16.00	HR							$ 83.51	$ 1,336.16	$ 1,336
	Operator	32.00	HR							$ 32.15	$ 1,028.80	$ 1,029
	Pipe Layer	48.00	HR							$ 31.55	$ 1,514.40	$ 1,514
	Laborer	32.00	HR							$ 24.86	$ 795.52	$ 796
	CAT 336	16.00	HR			$ 160.39	$ 2,566.24					$ 2,566
	Cat 966	16.00	HR			$ 121.58	$ 1,945.28					$ 1,945
	Roller	16.00	HR			$ 74.27	$ 1,188.32					$ 1,188
	Water truck	16.00	HR			$ 51.13	$ 818.08					$ 818
	Pick up truck	16.00	HR			$ 12.20	$ 195.20					$ 195
	Asphalt	219.00	SY					$ 11.00	$ 2,409.00			$ 2,409
	Asphalt Mobilization	1.00	LS					$ 5,500.00	$ 5,500.00			$ 5,500
	Pipe Spoil Hauls	3.00	Loads					$ 210.00	$ 630.00			$ 630
	Lime Stabilized Subgrade (Delivered)	48.91	CY	$ 28.00	$ 1,369.48							$ 1,369
	Crushed Limestone Base (Delivered)	126.00	CY	$ 18.00	$ 2,268.00							$ 2,268
	Fine Grade Base (Delivered)	202.00	SFT	$ 3.40	$ 686.80							$ 687
	18" RCP Drain Line	126.00	LF	$ 51.00	$ 6,426.00							$ 6,426
	6"-8" Rip Rap w/ Fabric	8.00	CY	$ 150.00	$ 1,200.00							$ 1,200
	57 Stone Bedding (Delivered)	30.00	CY	$ 19.00	$ 570.00							$ 570
										SUBTOTAL	$	$ 32,447
										Labor OH&P	10.00%	$ 467
										Material OH&P	10.00%	$ 1,252
										Equipment OH&P	10.00%	$ 671
										Subcontractor OH&P	0.00%	$ -

CORRECTED CP-046 *ADDITIONAL* COST	$	34,838
ADD ALT 3 PER CONTRACT	$	129,270
TOTAL AMOUNT TO BE FUNDED	$	164,108

AMOUNT PREVIOUSLY FUNDED	$	51,385
REMAINING AMOUNT REQUESTED	$	112,723

Incorrect Pricing Used in CP-046

WPM Construction Services, Inc.

Job # 16-30 Gas line Service Williamson County North Campus

PCO no. 14 ASI #39 and 42

Item #	Description	Quantity	Units	Unit Cost Material	Material Cost	Unit Cost Equipment	Equipment Cost	Unit Cost Subcontractor	Subcontractor Cost	Unit Cost Labor	Labor Cost	Subtotal
											$ -	$ -
	Superintendent	16.00	HR							$ 83.51	$ 1,336.16	$ 1,336.16
	Operator	32.00	HR							$ 32.15	$ 1,028.80	$ 1,028.80
	Pipe Layer	48.00	HR							$ 31.55	$ 1,514.40	$ 1,514.40
	Laborer	32.00	HR							$ 24.86	$ 795.52	$ 795.52
	CAT 336	16.00	HR			$ 160.39	$ 2,566.24					$ 2,566.24
	Cat 966	16.00	HR			$ 121.58	$ 1,945.28					$ 1,945.28
	Roller	16.00	HR			$ 74.27	$ 1,188.32					$ 1,188.32
	Water truck	16.00	HR			$ 51.13	$ 818.08					$ 818.08
	Pick up truck	16.00	HR			$ 12.20	$ 195.20					$ 195.20
	Asphalt	989.00	SY					$ 11.00	$ 10,879.00			$ 10,879.00
	Asphalt Mobilization	1.00	LS					$ 5,500.00	$ 5,500.00			$ 5,500.00
	Pipe Spoil Hauls	3.00	Loads					$ 210.00	$ 630.00			$ 630.00
	Lime Stabilized Subgrade (Delivered)	136.00	CY	$ 28.00	$ 3,808.00							$ 3,808.00
	Crushed Limestone Base (Delivered)	323.00	CY	$ 18.00	$ 5,814.00							$ 5,814.00
	Fine Grade Base (Delivered)	202.00	SFT	$ 3.40	$ 686.80							$ 686.80
	18" RCP Drain Line	126.00	LF	$ 51.00	$ 6,426.00							$ 6,426.00
	6"-8" Rip Rap w/ Fabric	8.00	CY	$ 150.00	$ 1,200.00							$ 1,200.00
	57 Stone Bedding (Delivered)	30.00	CY	$ 19.00	$ 570.00							$ 570.00
												$ 46,901.00
										Labor OH&P	15.00%	$ 701.24
										Material OH&P	15.00%	$ 2,775.72
										Equipment OH&P	15.00%	$ 1,006.97
	Date:	**2/14/2018**								Subcontrator OH&P	0.00%	$ -
												$ 51,385.00

Note:
1)

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0046

Correction to this line item from CP-046

QUOTATION :

Item	Labor	Materials	Subs	Total
Fuel Station Painting Scope	$0.00	$0.00	$6,230.00	$6,230.00
Fuel Station Electrical Scope	$0.00	$0.00	$61,464.00	$61,464.00
Fuel Station Lightning Protection Scope	$0.00	$0.00	$12,036.00	$12,036.00
Fuel Station Earthwork & Utilities Scope	$0.00	$0.00	$51,385.00	$51,385.00
Fuel Station Concrete Scope	$0.00	$0.00	$198,776.00	$198,776.00
Fuel Station Fueling System Scope	$0.00	$0.00	$969,278.00	$969,278.00
Fuel Station Fences & Gates	$0.00	$0.00	$1,105.00	$1,105.00
Fuel Station Fire Protection Scope	$0.00	$0.00	$500.00	$500.00
Subcontract Default Insurance	$0.00	$3,277.00	$0.00	$3,277.00
Fuel Station General Conditions	$0.00	$132,086.00	$0.00	$132,086.00
Fee	$0.00	$49,367.00	$0.00	$49,367.00
Cost of Work Funded from Buyout Savings	$0.00	$(130,846.00)	$0.00	$(130,846.00)
Fee Funded from Buyout Savings	$0.00	$(4,658.00)	$0.00	$(4,658.00)
Totals	$0.00	$49,226.00	$1,300,774.00	$1,350,000.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$1,350,000.00**

TIME EXTENSION TO CONTRACT: 163 Days

Submitted Date: 2/28/2018

Accepted

By: _____

Date 03-08-2018

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 10 Days

Exhibit "F"

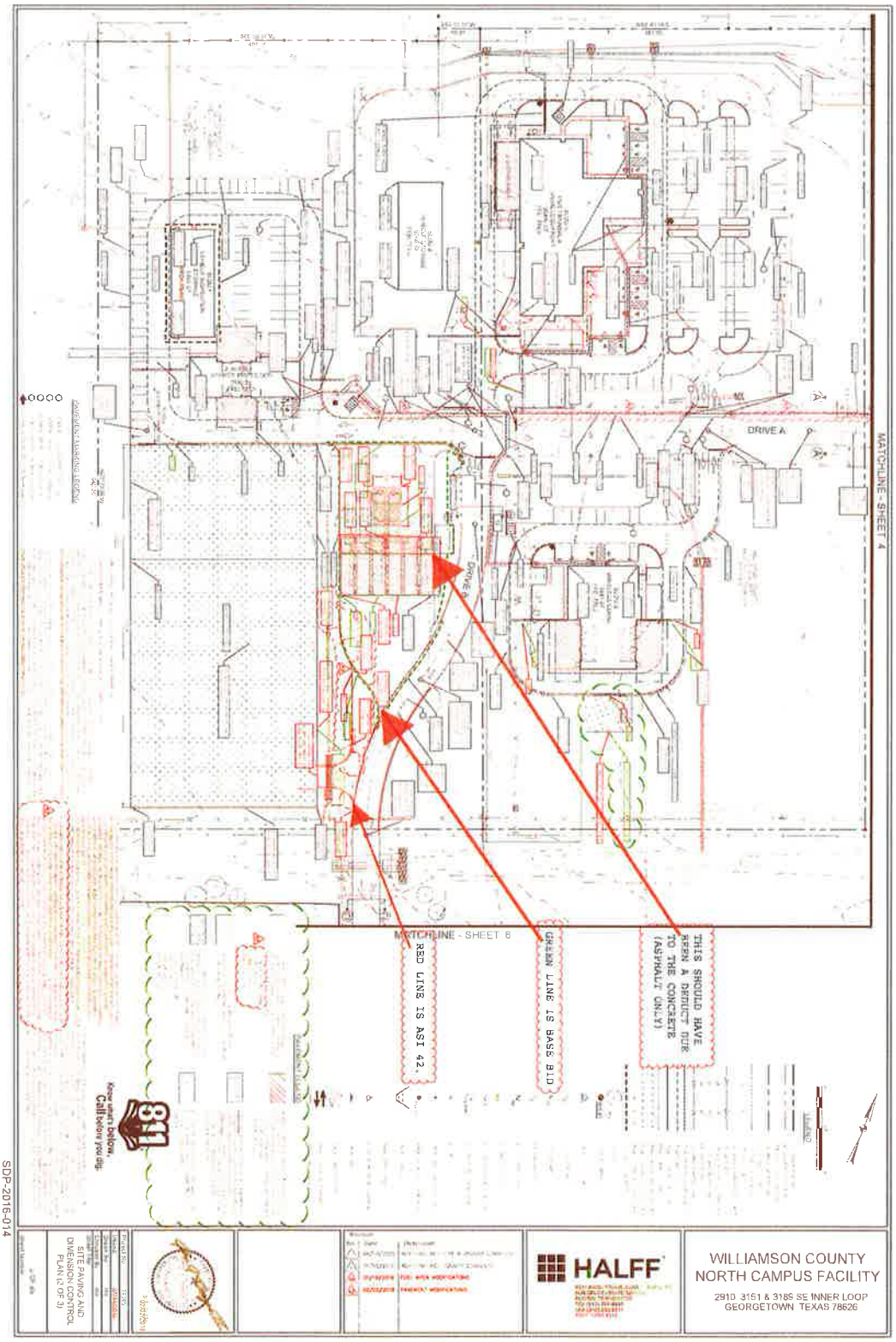
Project Subcontract 2339-0014

The Project Subcontract additionally includes, but is not limited to, the following:

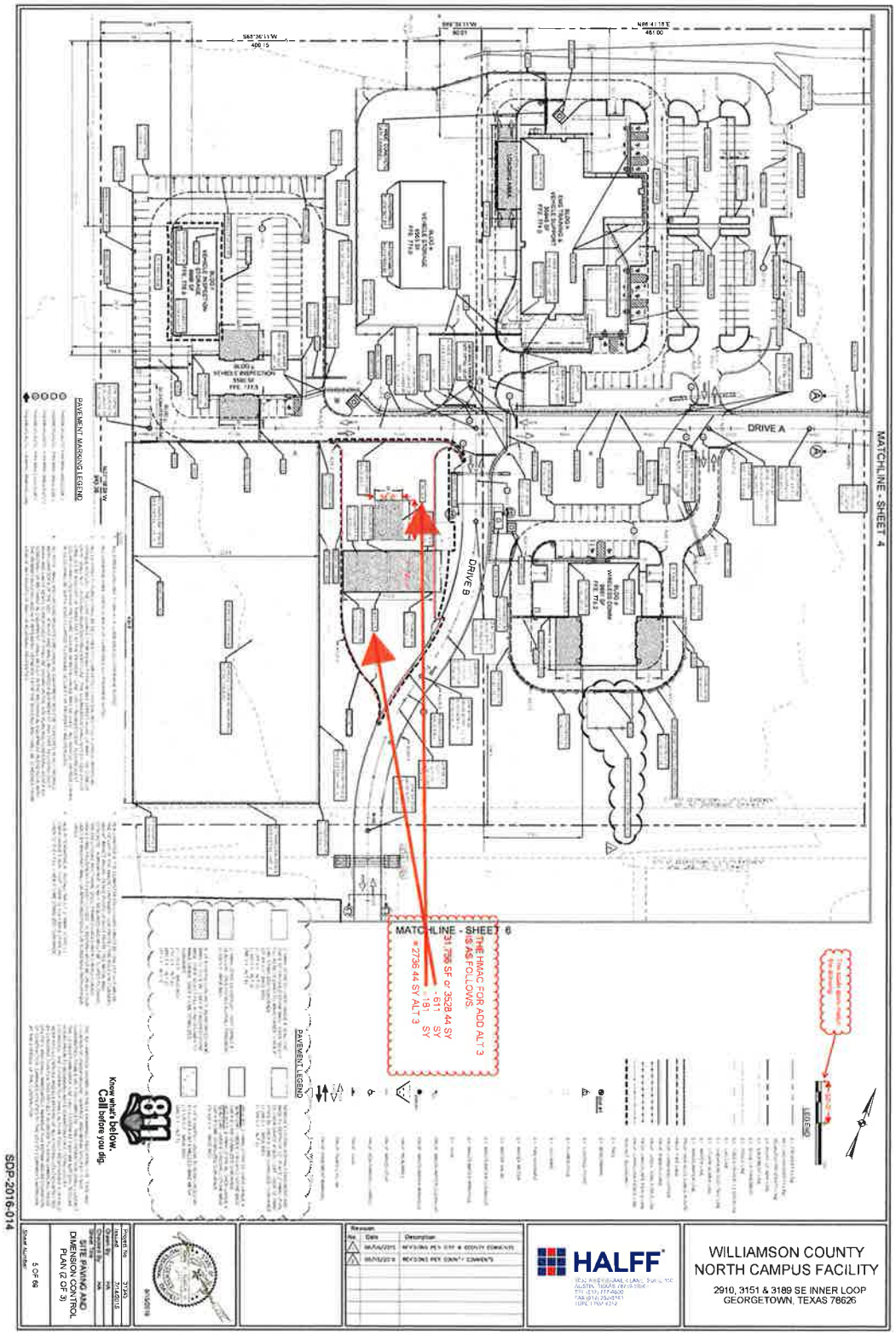
1. Subcontractor personnel, upon mobilization to site, shall attend Contractor's site orientation meeting prior to commencing work
2. Submission of daily pre-task planning reports and monthly safety manpower reports to Contractor
3. Compliance with Contractor site specific safety requirements
4. PPE, including but not limited to, hard hats (ANSI Z89.1 2003), safety glasses (ANSI Z87.1 2003), and reflective vests
5. Provide documentation of safety training for each employee that will be working on the jobsite including, but not limited to, relevant training certificates for all equipment operators
6. Weather Event preparation per Contractor's weather event plan including, but not limited to, additional assistance to the project in the event of a forecasted storm
7. Permits and/or licenses related to Subcontract work
8. Coordination with Contractor on all deliveries
9. Loading and unloading of related materials and equipment
10. Movement and staging of related materials. Staging on-site only where approved by Contractor.
11. Means of access to Subcontract work including, but not limited to, equipment and/or scaffolding
12. Traffic control including, but not limited to, devices and flagmen for all related trucks and equipment, entering or leaving jobsite
13. Work area(s) to be brought to broom-clean condition at the end of each day
14. Task lighting for Subcontract work
15. Review of contract documents by Subcontractor site supervision and submission of Requests for Information (RFIs) for any and all discrepancies in a timeframe that does not affect the project schedule
16. Provide a minimum of 2 hard copies and 1 electronic copies of Operations and Maintenance Manuals
17. Layout and field verification of dimensions related to Subcontract work from control and benchmarks provided by others
18. Reasonable protection of all adjacent construction and existing surfaces from damage
19. Related commissioning, testing, and documentation
20. Retesting costs related to failed test(s) by any fault of Subcontractor
21. A change proposal log shall be submitted monthly with each application for payment
22. Performance and Payment Bonds, in accordance with Exhibit D
23. Owner's campus is a tobacco free campus. No tobacco use is permitted on project site or adjacent Owner's property
24. Use of existing building facilities is prohibited
25. On-site parking will be provided, all subcontractor personnel will be required to park within the given area
26. All costs related to ice and cups. Water is provided on-site
27. Vehicle and equipment wash down prior to exiting site by Subcontractor
28. Dust control
29. Daily cleaning of all streets soiled by Subcontractor and costs associated with any immediate responses required by Contractor to address excessive dirt, and debris

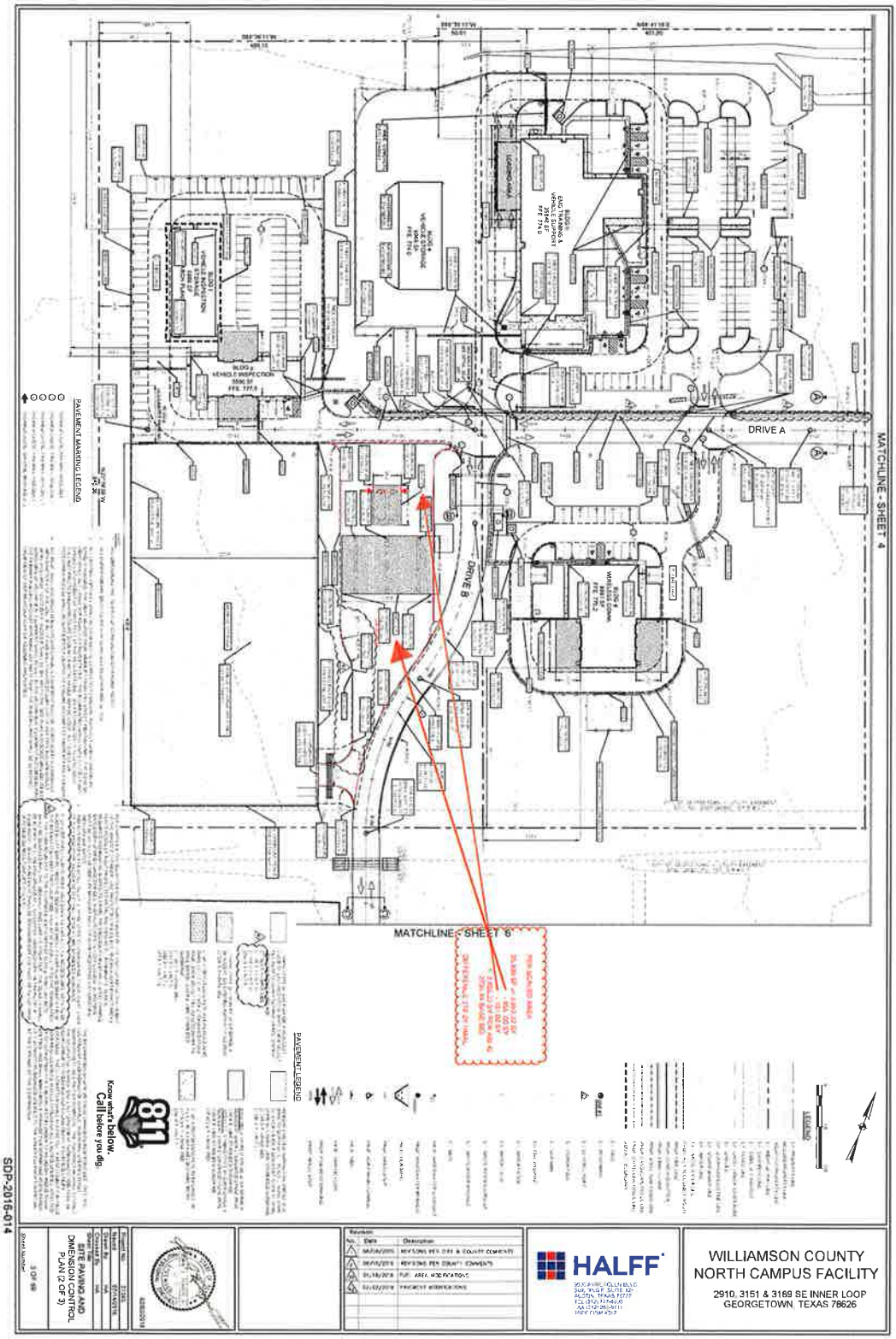
30. Subcontractor to provide all submittals in an electronic format only
31. Mock-ups
32. Personnel on-site and fully engaged in testing and QA/QC conducted by either Contractor or Owner. Correction of any deficiencies within 72 hours unless otherwise approved by Contractor
33. Schedule updates submitted to Contractor as required
34. At such time as Contractor requests it, Subcontractor shall furnish Contractor necessary warranty documents as shown on the attached Exhibit "I" document(s), fully executed and on Subcontractor's letterhead. All warranties shall begin at project substantial completion
35. Alternate #2 is included in this Subcontract.
36. Should the Owner elect to add Alternate #1, the amount of $194,360.00 may be issued in a Change Order to Subcontract to provide additional work. This alternate price is valid for 90 days from Subcontractor notice to proceed
37. Should the Owner elect to add Alternate #3, the amount of $129,270.00 may be issued in a Change Order to Subcontract to provide additional work. This alternate price is valid for 90 days from Subcontractor notice to proceed
38. Should the Owner elect to add Alternate #4, the amount of $115,700.00 may be issued in a Change Order to Subcontract to provide additional work. This alternate price is valid for 90 days from Subcontractor notice to proceed
39. Should the Owner elect to add Alternate #5, the amount of $218,200.00 may be issued in a Change Order to Subcontract to provide additional work. This alternate price is valid for 90 days from Subcontractor notice to proceed
40. Should the Owner elect to add Alternate #6, the amount of $48,320.00 may be issued in a Change Order to Subcontract to provide additional work. This alternate price is valid for 90 days from Subcontractor notice to proceed
41. Clear and grub site (Offsite disposal of Vegetation)
42. Demo and removal of existing asphalt paving. Including associated Saw Cutting.
43. Strip site material approved for re-spreading
44. Water meter for subcontracted work
45. Excavation and rough grade for landscape areas
46. Excess spoils to be stockpiled or spread onsite
47. Dewatering for Subcontract
48. Asphalt Paving
49. Seal coat under paving
50. Striping, signs, wheel stops, curb painting and labeling and handicap designations where required
51. Laydown area (48,000SF of 4" Road Base Compacted)
52. Temp access roads (Culvert with Rock Entrance 6,000SF)

End of Exhibit "F"


DRIVE A
MATCHLINE - SHEET 4
MATCHLINE - SHEET 6
RED LINE IS ASI 42.
GREEN LINE IS BASE BID
THIS SHOULD HAVE BEEN A DEDUCT FOR TO THE CONCRETE (ASPHALT ONLY)
811
Know what's below. Call before you dig.
HALFF
WILLIAMSON COUNTY
NORTH CAMPUS FACILITY
2910 3151 & 3185 SE INNER LOOP
GEORGETOWN, TEXAS 78626
SITE PAVING AND DIMENSION CONTROL PLAN (2 OF 3)

SDP-2016-014


DRIVE A
DRIVE B
MATCHLINE - SHEET 4
MATCHLINE - SHEET 6
PAVEMENT MARKINGS LEGEND
PAVEMENT LEGEND
231 795 SF or 3528 44 SY
THE HMAC FOR ADD ALT 3
IS AS FOLLOWS
- 611 SY
- 181 SY
= 2736 44 SY ALT 3
Know what's below.
Call before you dig.
811
SDP-2016-014
HALFF
WILLIAMSON COUNTY
NORTH CAMPUS FACILITY
2910, 3151 & 3189 SE INNER LOOP
GEORGETOWN, TEXAS 78626
SITE PAVING AND DIMENSION CONTROL PLAN (2 OF 3)
5 OF 69



100 % CONSTRUCTION DOCUMENTS

C-5

NORTH CAMPUS FACILITY

WILLIAMSON COUNTY

3151 SE INNER LOOP

ARCHITECTURE

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 62

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,027,145.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,362,677.00	$ 21,362,677.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
17	09/12/17	A&E	0	$ 2,450.00	$ -	$ -	$ (2,450.00)	$ -	$ -	$ -	$ 21,362,677.00
18	09/12/17	A&E	0	$ 1,747.00	$ (1,747.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
19	09/12/17	Owner	0	$ 577,128.00	$ -	$ -	$ (577,128.00)	$ -	$ -	$ -	$ 21,362,677.00
20	12/05/17	A&E	0	$ 5,784.00	$ -	$ (5,856.00)	$ -	$ 72.00	$ -	$ -	$ 21,362,677.00
21	10/03/17	A&E	0	$ 10,364.00	$ (10,364.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
22	10/03/17	A&E	0	$ 6,461.00	$ (6,461.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
23	12/05/17	A&E	0	$ 15,825.00	$ (15,825.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
24	10/03/17	A&E	0	$ 33,906.00	$ (33,906.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
25	10/03/17	A&E	0	$ 8,854.00	$ (8,854.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
26	02/06/18	A&E	0	$ (106.00)	$ -	$ 106.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
27	02/27/18	A&E	0	$ 2,687.00	$ -	$ (2,687.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
28	PENDING REVIEW										$ 21,362,677.00
29	02/06/18	A&E	0	$ 3,647.00	$ (3,647.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
30	10/24/17	Contractor		$ (30,000.00)	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
31	10/24/17	A&E		$ 4,434.00	$ -	$ (4,434.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
32	11/14/17	A&E		$ 6,816.00		$ (6,816.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
33	04/17/18	Owner	0	$ (28,265.00)	$ -	$ 28,265.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
34	11/14/17	Contractor		$ 5,273.00	$ (5,273.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
35	PENDING REVIEW										$ 21,362,677.00
36	12/05/17	A&E	0	$ 1,280.00	$ (1,280.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
37	12/05/17	A&E	0	$ 1,601.00	$ (1,601.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
38	03/27/18	A&E	0	$ 4,646.00	$ -	$ (4,646.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
39	02/27/18	Contractor	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
40	02/27/18	Contractor	0	$ (6,292.00)	$ -	$ 6,292.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
41	02/06/18	Owner	0	$ (50,311.00)	$ -	$ 50,311.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
42	02/27/18	Contractor	0	$ (44,494.00)	$ -	$ 44,494.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
43	02/27/18	Owner	0	$ 24,129.00	$ -	$ (24,129.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
44	02/27/18	Owner	0	$ 4,882.00	$ -	$ (4,882.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 62

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
45	03/20/18	Contractor	0	$ 25,500.00	$ (25,500.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
46	03/27/18	Owner	163	$ 1,485,504.00	$ -	$ -	$ (135,504.00)	$ 132,086.00	$ 49,367.00	$ 1,350,000.00	$ 22,712,677.00
47	03/20/18	Owner	0	$ 1,126.00	$ -	$ (1,126.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
48	03/20/18	Contractor	0	$ 36,181.00	$ -	$ (36,181.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
49	PENDING REVIEW										$ 22,712,677.00
50	04/17/18	A&E	4	$ 4,392.00	$ (4,392.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
51	03/20/18	Owner	4	$ 5,759.00	$ -	$ (5,759.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
52	04/17/18	Owner	0	$ (2,064.00)	$ -	$ 2,064.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
53	04/10/18	Owner	0	$ 377,829.00	$ -	$ -	$ (425,216.00)	$ 47,387.00	$ -	$ -	$ 22,712,677.00
54	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56	07/10/18	Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57	07/10/18	Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58	07/10/18	Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59	07/10/18	Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60	07/10/18	Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61	07/10/18	Owner	0	$ 49,269.00	$ -	$ (49,269.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
62	08/14/18	Contractor	0	$ 19,344.00	$ (19,344.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
63	09/04/18	Owner	0	$ 6,533.00	$ -	$ (6,533.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
64	09/11/18	Owner	206	$ 2,220,000.00	$ (215,450.00)	$ (51,496.00)	$ (935,054.00)	$ -	$ -	$ -	$ 22,712,677.00
65	10/23/18	Owner	45	$ 38,004.00	$ -	$ -	$ (80,526.00)	$ 41,216.00	$ 1,306.00	$ -	$ 22,712,677.00
66			0	$ 108,340.00	$ -	$ 4,383.00	$ (112,723.00)	$ -	$ -	$ -	$ 22,712,677.00
			447	**$ 23,381,170.00**	**$ 9,669.00**	**$ (3,552.00)**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ (1,337,210.00)

Commissioners Court - Regular Session **16.**

Meeting Date: 11/06/2018

Oak Bluff ILA

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Round Rock regarding construction and easement acquisitions to construct improvements to the storm water system between Greenfield and Oak Bluff Estates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Oak Bluff ILA

Exhibit A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 10:51 AM
Form Started By: Charlie Crossfield		Started On: 11/01/2018 10:48 AM
Final Approval Date: 11/01/2018		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Interlocal Agreement (the "Agreement") is entered into as of this 25th day of October, 2018, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, all of the obligations as stated in the Interlocal Agreement Between Williamson County and City of Round Rock dated April 28, 2016 are considered as fulfilled by both parties; and

WHEREAS, the City and County desire to commence to fund construction services and easement acquisition necessary to construct improvements (the "Improvements", as defined herein) to the storm water system (the "System") that exists in the vicinity of the common boundary between Greenfield and Oak Bluff Estates Subdivisions, generally located as shown on **Exhibit "A"**, attached hereto;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

TERMS AND CONDITIONS

1. Design and Construction Drawings

Engineering plans (the "Design and Construction Drawings") are being prepared for the Improvements and designed for the purpose of reducing the frequency of flooding within Oak Bluff Estates and/or Greenfield Subdivisions.

The Improvements will include an underground pipe, along with associated appurtenances and incidental items, (the "Supplemental Pipe A"), beginning immediately south of County Road 123 and extending to near the southeast corner of Greenfield Subdivision; proposed to supplement the City's underground pipe currently existing along the west boundary of Oak Bluff Estates Subdivision, as generally shown on Exhibit A.

The Improvements will also include other underground pipe(s), drainage channels, and/or culvert improvements, along with associated appurtenances and/or incidental items, (the "Additional Facilities") beginning north of, at, and/or near County Road 123, and extending to the south up to, along, within, and/or past the boundaries of Greenfield Subdivision. The extent and alignments of the Additional Facilities are generally depicted on Exhibit A.

The total estimated cost of the Improvements, including easement acquisition and utility relocation, if necessary, is $1,500,000 (the "Estimate"). The County's share in the cost of the Improvements shall be $675,000.

2. Construction Services

Construction of the Improvements shown in the Design and Construction Drawings is proposed to be accomplished through services (the "Construction Services") procured through Competitive Bidding in accordance with the Texas Local Government Code.

3. Obligation of the City

a) The City will prepare the Design and Construction Drawings.
b) The City will be responsible for determining easement requirements and providing associated surveying services.
c) The City will acquire all needed easements for the Improvements, including exercising its eminent domain powers, if necessary.
d) The City will advertise for bids for the Construction Services; the bids will include the Supplemental Pipe A, and the Additional Facilities.
e) The City Council of the City in its sole discretion will award a contract for the Construction Services (the "Contract"), the City will be responsible for administration of the Contract and inspection of the Construction Services.

f) Upon receipt of the bids and prior to Contract award, if the Estimate will be exceeded the City will contact the County Senior Director of Infrastructure who will provide a written request within 10 calendar days for the City to do one of the following:
    (i) award the Contract in an amount commensurate with the County's proposed increase in its share of the cost;
    (ii) eliminate portions of the Additional Facilities and award the Contract in an amount equal to or exceeding the Estimate, at the City's discretion, so long as the County's expenditures will not exceed $675,000; or
    (iii) terminate this Agreement.

If the County Senior Director of Infrastructure requests either 3 (f) (i) or 3 (f) (iii) above, the City and the County will amend or terminate this Agreement. g) The City will assume maintenance responsibility for the Supplemental Pipe A, and any of the Additional Facilities constructed as part of the Contract that are within the City's corporate limits.

4. **Obligation of the County**

a) Within 30 days following award of the Contract by the City Council of the City for the Construction Services, the County will remit to the City the sum of $675,000.
b) The County will assume maintenance responsibility for any of the Additional Facilities constructed as part of the Contract that are not within the City's corporate limits.
c) The County authorizes the City and its authorized contractors to enter and perform maintenance work and the Construction Services within easements and rights-of-way dedicated to the County in the vicinity of the System.

B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.

3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.

4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.

12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

14. **Term.** This Agreement shall automatically terminate if the City does not, pursuant to section A(3) above, award the Contract within 12 months after this Agreement is executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

WILLIAMSON COUNTY

By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

Attest:

_____
Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: 10.25.18

Attest:

_____
Sarah White, City Clerk

Exhibit A to accompany Interlocal Agreement between Williamson County and the City of Round Rock (2018)

Note:
***Improvements are generally shown; specifics and alignments are subject to change during development of final design.**
Except for "Supplemental Pipe A", all proposed improvements shown are "Additional Facilities" as per Interlocal Agreement.

N

0 125 250 500 Feet

Proposed channel construction*

Proposed culvert improvements at Co. Rd. 123*

Round Rock City Limits

Proposed new City storm drain* ("Supplemental Pipe A" as per Interlocal Agreement)

Williamson County (Greenfields Subdivision)

Proposed channel construction*

Proposed new County storm drain*

Existing City storm drain

Proposed re-grading of existing channel*

Proposed new City storm drain*

Round Rock City Limits

BRUSHY CREEK RD
79
RED BUD LN
FOREST BLUFF TRL
SOUTHERN PL
123
MEADOW RUN
TWIN RIDGE PKWY
MEADOW WAY
STILLMEADOW
EVERGREEN DR
FOREST RIDGE BLVD
WOODLAND LN
OAK VIEW
HILLVIEW
MEANDERING WAY
OAKMOORE
RIDGEMEADOW WAY
WOODLAND LOOP
BLUFF VIEW
MISTY WOODS

Commissioners Court - Regular Session **17.**

Meeting Date: 11/06/2018

Hairy Man Rd. Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Karen Sparks Guenther for right of way needed on the Hairy Man Rd. project (Parcel N23). Funding Source: Road Bonds P284

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Guenther Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Charlie Crossfield		Started On: 11/01/2018 10:51 AM
Final Approval Date: 11/01/2018		

REAL ESTATE CONTRACT
Hairy Man Rd.

THIS REAL ESTATE CONTRACT ("Contract") is made by **KAREN SPARKS GUENTHER** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.059 acre (2,586 square feet) Tract of land in the William Dugan Survey, Abstract No. 190, Williamson County, Texas and being a portion of the called 1.019-acre tract of land conveyed to Karen Sparks Guenther, described in Document No. 2013077699 of the Official Public Records of Williamson County, Texas. Said 0.059 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N23**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of NINE THOUSAND FIFTY and 00/100 Dollars ($9,050.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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

(1) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of SELLER.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before November 30, 2018 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in a form substantially similar to that shown in Exhibit "B" attached hereto and incorporated herein.

(2) Cooperate, to the extent required, to ensure that the Title Company will deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the promulgated form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price;

(b) Pay the costs of Closing as required by this Contract.

Prorations

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

Closing Costs

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

(1) Owner's Title Policy (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

(2) Deed (including recording costs), tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound; Total Agreement; Modification

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 of the Texas Real Estate License Act, **PURCHASER IS HEREBY ADVISED THAT IT SHOULD BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE OR PURCHASER SHOULD HAVE THE ABSTRACT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF PURCHASER'S OWN SELECTION.**

Effective Date

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

Counterparts

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

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

[signature page follows]

SELLER:

Karen Sparks Guenther

Karen Sparks Guenther

Address: P.O. Box 1629
Estes Park, CO 80517

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

ROW PARCEL N23

BEING A 0.059 ACRE (2,586 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.019 ACRE TRACT OF LAND CONVEYED TO KAREN SPARKS GUENTHER, DESCRIBED IN DOCUMENT NO. 2013077699 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.059 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a PK nail found (Grid Coordinates: N=10164590.34, E=3118563.74) monumenting the southeast corner of said 1.019 acre Guenther tract and the southwest corner of the called 9.821 acre tract of land conveyed to Williamson County, recorded in Document No. 2001070824 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Hairy Man Road, for the southeast corner and **POINT OF BEGINNING** hereof, from which an iron rod with cap found monumenting the northeast corner of the called 21.394 acre tract of land (Exhibit B) conveyed to Fern Bluff Municipal Utility District, recorded in Document No. 2002000474 of the Official Public Records of Williamson County, Texas, and the northwest corner of the called 5.100 acre tract of land conveyed to County of Williamson, recorded in Document No. 9861935 of the Official Records of Williamson County, Texas, bears S 61°52'41" E for a distance of 78.71 feet;

THENCE, **S 88°57'32" W** with the south boundary line of said 1.019 acre Guenther tract and said north right-of-way line of Hairy Man Road for a distance of **162.05 feet** to a calculated point on the southwest corner of said 1.019 acre Guenther tract and the southeast corner of the called 1.419 acre tract of land conveyed to Allen Thomas and Julie Thomas, recorded in Document No. 199956038 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof, from which a 1/2" iron rod found monumenting the southwest corner of said 1.419 acre Thomas tract and the southeast corner of Tract II, conveyed to Landy L. Warren & Lori E. Warren, recorded in Document No. 2016068021 of the Official Public Records of Williamson County, Texas, said Tract II, being the remnant portion of the property conveyed to Steven A. Liggett and Kyle M. Liggett, recorded in Document No. 2010051830 of the Official Public Records of Williamson County, Texas, same being on said north right-of-way line of Hairy Man Road, bears S 88°57'32" W for a distance of 217.71 feet;

THENCE, **N 14°29'39" W** with the west boundary line of said 1.019 acre Guenther tract and the east boundary line of said 1.419 acre Thomas tract for a distance of **17.43 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof;

THENCE, **N 89°36'46" E** through the interior of said 1.019 acre Guenther tract for a distance of **161.18 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the east boundary line of said 1.019 acre Guenther tract and the west boundary line of said 9.821 acre Williamson County tract, for the northeast corner hereof, from which a 3/4" iron rod found monumenting the northeast corner of said 1.019 acre Guenther tract and an angle point in said west boundary line of the 9.821 acre Williamson County tract, bears N 19°07'26" W for a distance of 315.38 feet;

THENCE, **S 19°07'26" E** with said east boundary line of the 1.019 acre Guenther tract and said west boundary line of the 9.821 acre Williamson County tract for a distance of **15.89 feet** to the **POINT OF BEGINNING** hereof and containing 0.059 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

August 9, 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N23\ROW PARCEL N23 m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.059 ACRE (2,586 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.019 ACRE TRACT OF LAND CONVEYED TO KAREN SPARKS GUENTHER, DESCRIBED IN DOCUMENT NO. 2013077699 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 3000 FOX HOLLOW, ROUND ROCK, TX 78681

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N23\PARCEL N23.dwg

(A) LANDY L. WARREN & LORI E. WARREN
TRACT II – DOC. NO. 2016068021
REMNANT PORTION OF PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGETT
(DOC NO. 2010051830)

(B) COUNTY OF WILLIAMSON
CALLED 5.100 ACRES
DOC. NO. 9861935

3/4"

L3

CALCULATED POINT
100D NAIL MONUMENTING
NORTHWEST CORNER OF
1.019 ACRE TRACT &
NORTHEAST CORNER OF
1.419 ACRE TRACT
SEARCHED FOR NOT FOUND

N

SCALE: 1"= 60'

KAREN SPARKS GUENTHER
1.019 AC.
DOC. NO. 2013077699

WILLIAM DUGAN SURVEY
ABSTRACT NO. 190

WILLIAMSON COUNTY
CALLED 9.821 AC.
DOC. NO. 2001070824

ALLEN THOMAS AND JULIE THOMAS
1.419 AC.
DOC. NO. 199956038

N14°29'39"W 268.76'

N19°07'26"W 315.38'

B.F.E. – 746 APPROXIMATE LOCATION

F.E.M.A.
(ZONE AE)

APPROXIMATE F.E.M.A. LINE

B.F.E. – 746

F.E.M.A.
(ZONE AE – HATCHED)

PARCEL N23
0.059 ACRES
(2,586 SQ. FT.)

N89°36'46"E 161.18'

PROPOSED
PARCEL N22
TO BE CONVEYED BY
SEPARATE INSTRUMENT

PROPOSED
PARCEL N25
TO BE CONVEYED BY
SEPARATE INSTRUMENT

PROPOSED
PARCEL N24
TO BE CONVEYED BY
SEPARATE INSTRUMENT

CONC. HEADWALL

1/2"

S88°57'32"W 217.71'

L1

L2

S88°57'32"W 162.05'

HAIRY MAN ROAD
ASPHALT ROADWAY

E.O.P.

L4

APPROXIMATE F.E.M.A. LINE

12" CMP

GRAVEL

F.E.M.A.
(ZONE AE)

RW

CONC. HEADWALL

PROPOSED
PARCEL S10
TO BE CONVEYED BY
SEPARATE INSTRUMENT

CONC.

GRAVEL PARKING

P.O.B.
GRID COORDINATES:
N=10164590.34
E=3118563.74

METAL FENCE

GATE

(B)

FERN BLUFF MUNICIPAL UTILITY DISTRICT
CALLED 21.394 AC. – EXHIBIT B
DOC. NO. 2002000474

ROW PARCEL N23

SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.059 ACRE (2,586 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.019 ACRE TRACT OF LAND CONVEYED TO KAREN SPARKS GUENTHER, DESCRIBED IN DOCUMENT NO. 2013077699 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 3000 FOX HOLLOW, ROUND ROCK, TX 78681

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1825225-KFD, which bears an effective date of June 12, 2018 and an issued date of June 20, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a) Electric and/or distribution lines and systems easement, recorded in Volume 282, Page 401, Deed Records, Williamson County, Texas. Not a part of subject tract.

10b) Electric and/or distribution lines and systems easement, recorded in Volume 333, Page 515, Deed Records, Williamson County, Texas. Not a part of subject tract.

10c) Electric and/or distribution lines and systems easement, recorded in Volume 353, Page 45, Deed Records, Williamson County, Texas. Not a part of subject tract.

10d) Electric and/or distribution and telephone lines and systems, recorded in Volume 430, Page 597, Deed Records, Williamson County, Texas. Not a part of subject tract.

10e) Power line easement, recorded in Volume 447, Page 418, Deed Records, Williamson County, Texas. Not a part of subject tract.

10f) Power line easement, recorded in Volume 466, Page 130, Deed Records, Williamson County, Texas. Not a part of subject tract.

10g) Easement to Brushy Creek WCID No. 1, recorded in Volume 480, Page 293, Deed Records, Williamson County, Texas. The subject tract is a part of the property describe in Volume 443, Page 563 stated in said document. Unable to determine exact location of said easement due to a vague description.

10h) Easement to Brushy Creek WCID No. 1, recorded in Volume 480, Page 295, Deed Records, Williamson County, Texas. The subject tract is a part of the property describe in Volume 443, Page 563 stated in said document. Unable to determine exact location of said easement due to a vague description.

10j) Terms, provisions and conditions of that certain permit to use state water dated March 30, 1987, recorded in Volume 2, Page 112, Water Records of Williamson County, Texas. Not a survey matter.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N23\PARCEL N23.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.059 ACRE (2,586 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.019 ACRE TRACT OF LAND CONVEYED TO KAREN SPARKS GUENTHER, DESCRIBED IN DOCUMENT NO. 2013077699 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 3000 FOX HOLLOW, ROUND ROCK, TX 78681

LEGEND

●	IRON ROD FOUND
▲	PK NAIL FOUND
△	CALCULATED POINT
◉	IRON ROD WITH CAP FOUND
○	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
⊸	SIGN
PP	POWER POLE
WW	WASTEWATER MANHOLE
VP	VENT PIPE
—— OU ——	OVERHEAD UTILITIES
— — — —	APPROXIMATE B.F.E. LINE
— · · — · · —	APPROXIMATE F.E.M.A. LINE
CONC.	CONCRETE
RW	ROCK WALL
E.O.P.	EDGE OF PAVEMENT
CMP	CORRUGATED METAL PIPE
P.O.B.	POINT OF BEGINNING
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
B.F.E.	F.E.M.A. BASE FLOOD ELEVATION

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE AE-HATCHED (FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

Ⓐ LANDY L. WARREN & LORI E. WARREN
TRACT II – DOC. NO. 2016068021
REMNANT PORTION OF PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGET (DOC NO. 2010051830)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14°29'39"W	17.43'
L2	S19°07'26"E	15.89'
L3	N58°11'05"W	5.82'
L4	S61°52'41"E	78.71'

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 25, 2018. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

AUGUST 9, 2018
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

ROW PARCEL N23
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N23\PARCEL N23.dwg

EXHIBIT "B"

Parcel N23

DEED
Hairy Man Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

> All of that certain 0.059 acre (2,586 square feet) Tract of land in the William Dugan Survey, Abstract No. 190, Williamson County, Texas and being a portion of the called 1.019-acre tract of land conveyed to Karen Sparks Guenther, described in Document No. 2013077699 of the Official Public Records of Williamson County, Texas. Said 0.059 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N23**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 200.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

_____

KAREN SPARKS GUENTHER

(Acknowledgement Next Page)

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by KAREN SPARKS GUENTHER, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **18.**

Meeting Date: 11/06/2018

Georgetown ILA Lease

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Amended and Restated Interlocal Lease Agreement between Williamson County and the City of Georgetown providing for the expansion of the real property currently being leased by the City of Georgetown pursuant to the original Interlocal Lease Agreement, being dated August 12, 2014.

Background

On August 12, 2014, the City of Georgetown leased a portion of Williamson County's real property located at Martin Luther King and 8th Streets for development and use as a parking lot ("Original Lease"). The proposed Amended and Restated Interlocal Lease Agreement would expand the area being leased under the Original Lease. The additional area is identified in crosshatch and is more particularly described on Exhibit A attached and made a part the Amended and Restated Interlocal Lease Agreement. The City of Georgetown will be obligated to remove all structures currently situated on the expansion area and will make all parking lot improvements at its own costs. The City of Georgetown has also agreed to the waiver of various city development fees for future Williamson County developments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Rental Agreement - Georgetown

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 08:26 AM
Form Started By: Hal Hawes		Started On: 10/31/2018 12:34 PM
Final Approval Date: 11/01/2018		

AMENDED AND RESTATED

INTERLOCAL LEASE AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL LEASE AGREEMENT ("Lease Agreement") is made and entered into effective as of the date of the last party's execution herein below (the "Lease Agreement Date"), by and between WILLIAMSON COUNTY, a Texas political entity ("**Williamson County**", "**Owner**" or "**Landlord"**) and CITY OF GEORGETOWN, a Texas home-rule municipal corporation ("**Georgetown**", "**City**" or "**Tenant**"), related to the lease by Georgetown of certain real property owned by Williamson County, for the purposes of the development and use of such property as a public parking area. Williamson County and Georgetown are referred to collectively herein as the "**Parties,**" or individually as a "**Party**."

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for governmental functions and services in areas such as streets, roads, and drainage, public health and welfare; and relating to other governmental functions in which the contracting parties are mutually interested in order to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, Section 791.001 of the Government Code further provides that the Parties are authorized to contract or agree to perform governmental functions and services to increase the efficiency and effectiveness of their respective local governments; and

WHEREAS, Section 272.005 of the Local Government Code provides that a political subdivision, such as Williamson County, may lease property to any other local government, such as Georgetown, without any competitive procedures or any published notice; and

WHEREAS, on August 12, 2014, Georgetown leased certain property owned by Williamson County for use as a parking lot ("Original Lease"); and

WHEREAS, Parties wish to extend the Original Lease and expand the area leased in the Original Lease, to that certain real property owned by Williamson County located at Martin Luther King and 8th Streets in Georgetown, Texas, being more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "Premises") which identifies the area leased in the Original Lease as "ILA – August 12, 2014" and shows the additional area in cross hatch, which lease shall be on the terms and conditions herein set forth and for the public purposes herein specified.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties hereby agree as follows:

AGREEMENT:

Section 1 LEASE GRANT.

Landlord hereby leases, demises and lets unto Tenant, and Tenant hereby leases from Landlord, the Premises for the Term of the Lease Agreement, beginning on the Commencement Date (defined below) and ending on the Expiration Date (defined below), unless sooner terminated or as further renewed and extended, as herein provided.

Section 2 LEASE TERM AND TERMINATION.

a. Initial Term. The Initial Term of this Lease Agreement (the "Initial Term") shall be the period commencing on September 1, 2014 (the "Commencement Date") and ending on September 30, 2038 (the "Expiration Date").

b. Renewals. After the Initial Term and provided this Lease Agreement has not been terminated prior to the Expiration Date as herein provided, this Lease Agreement will renew on the same terms on an annual basis until either the Landlord or the Tenant gives at least one hundred twenty (120) days written notice to the other, prior to the end of the then current renewal year, of its desire to amend or terminate the Lease Agreement.

c. Early Termination During Initial Term. Upon one (1) year's written notice prior to each anniversary date during the initial term, Landlord may terminate this Lease Agreement provided the Landlord reimburses Tenant for the costs of the improvements placed on the Premises by Tenant pursuant to the following reimbursement schedule:

Effective Date of Termination	Percentage of Reimbursement of Tenant's Improvement Costs
September 30, 2019	90%
September 30, 2020	80%
September 30, 2021	70%
September 30, 2022	60%
September 30, 2023	50%
September 30, 2024	40%
September 30, 2025	30%
September 30, 2026	20%
September 30, 2027	10%

Following completion of any improvements made by Lessee, Tenant must provide, upon request by the Landlord, within sixty (60) days of that request, and to Landlord's satisfaction, documentation setting forth the actual costs of Tenant's improvements and Landlord shall either request additional documentation from Lessee or approve Lessee's documentation within sixty (60) days of Landlord's receipt of the documentation. In the event additional documentation is requested, Landlord shall have sixty (60) days from the date of Landlord's receipt of the additional documentation to approve same. The parties agree that improvement costs shall not include recurring or periodic operating and maintenance costs incurred in relation to the improvements.

Prior to the Landlord being obligated to pay any amount of reimbursement for Landlord's termination of this Lease Agreement during the Initial Term, Lessee must have provided the above described documentation, to Landlord's satisfaction, within the time period provided above.

Any termination of this Lease Agreement by Landlord during the Initial Term will not be effective until Lessee receives payment of the above described reimbursement from Landlord, which in no event shall be paid by Landlord later than the effective date of any such termination.

Section 3 RENT, OTHER CONSIDERATION FOR LEASE.

a. Tenant agrees to pay to Landlord: in annual installments, Base Rent in the amount of Ten and No/100 Dollars per annum (the "Base Rent"), without deduction or setoff, for each twelve (12) month period of the Initial Term or any renewal term. Tenant shall pay the first installment of Base Rent to Landlord contemporaneously with the execution of this Lease Agreement. Each subsequent installment of Base Rent shall be due and payable, without demand, beginning on each subsequent October 1, during the Initial Term or any renewal term. Provided, however, Tenant may, at its election, prepay all or a portion of the Base Rent.

b. In addition to the Base Rent, Tenant agrees to reimburse the County for disputed building fees in the total amount of $231,542.00 previously paid to the City of Georgetown and further identified on **Exhibit B** attached hereto (the "Disputed Fees") and to be paid in annual installments as follows:

October 1, 2018	$50,000
October 1, 2019	$50,000
October 1, 2020	$50,000
October 1, 2021	$50,000
October 1, 2022	$31,542

c. Furthermore, subject to the terms and conditions of this Agreement, Tenant agrees to credit up to $1,700,000 in fees for future county facilities construction on county owned property, as well as the Lott Building that is leased by County and being located on City's property. The credited fees shall include building permit fees, planning, and planning review fees, building technology fees, utility connection fees, fire review and inspection fees, and utility planning and inspection fees that are charged to other individuals and entities on construction projects subject to City's regulations and ordinances. No fees that represent any direct cost to the City or any utility impact fees shall be waived under this agreement; nor shall any utility rates and charges assessed by the City under Chapter 13.04 of the Georgetown Code of Ordinances be waived or credited and the County understands and agrees to pay utility rates, monthly drainage fees and charges associated with county buildings in the City's service areas.

d. As further consideration for the lease, Georgetown agrees that any regional storm water detention improvements made by the City of Georgetown following the effective date of this Amended and Restated Interlocal Lease Agreement, and during the period in which the lease is in effect, will be designed to address storm water requirements of the County attributable to future

county projects built in the area bounded by West 8th Street, Martin Luther King Street, West 3rd Street and South Rock Street.

Section 4 LEASEHOLD IMPROVEMENTS AND USE OF PREMISES.

Tenant shall, at its own expense, remove the existing structures on the Premises, which are addressed as 321 West 8th Street, 323 West 8th Street, 306 West 7th Street, 308 West 7th Street and 310 West 7th Street, and any associated appurtenances, as well as install asphalt, concrete, other paving materials, irrigation, landscaping, signage and lighting on the Premises. These structures are in addition to those previously removed by Tenant at 401 and 402 West 8th Street. The Landlord will cause all tenants and/or occupants in the structures on the Premises to vacate no later than November 30, 2018.

Except as otherwise set out herein, Tenant improvements and use of the Premises shall be for sole purpose of a free public parking facility so the public at large may utilize the Premises for parking on a first come, first serve basis.

Landlord and Tenant acknowledge and agree that upon expiration of the Initial Term or any renewal term, or upon earlier termination of this Lease Agreement, all improvements made to the Premises by or on behalf of Tenant shall remain a part of the Premises, and shall become the property of Landlord, without the payment of compensation to Tenant.

Tenant hereby acknowledges the Landlord has future plans to construct Landlord owned facilities and improvements on the Premises. Tenant acknowledges that it should plan for alternative solutions relating to future parking needs at other locations at the end of the Initial Term or any renewal term since Landlord intends to use the Premises for other purposes in the future.

Tenant shall improve and maintain the Premises in compliance with all applicable laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to the use, condition or occupancy of the Premises (collectively, the "Laws"), including but not limited to the Code of Ordinances of the City of Georgetown and the Unified Development Code of the City of Georgetown.

Tenant hereby further agrees and acknowledges that any landscaping and/or any constructed improvements placed on the Premises by Tenant during the Initial Term or any renewal term of this Lease Agreement may be removed, without fee, following the expiration or termination of the Lease Agreement as long as removal is in compliance with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) applicable to the Premises (collectively, the "Laws"), including but not limited to the Code of Ordinances of the City of Georgetown and the Unified Development Code of the City of Georgetown. Tenant agrees and acknowledges that it may only place landscaping and constructed improvements on the Premises that may be removed, without fee to the Landlord, following the expiration or termination of the Lease Agreement.

Landlord shall not be obligated to pay any drainage utility fees or other City of Georgetown fees in relation to the Premises during the Initial Term or any renewal term.

Section 5 MAINTENANCE AND UTILITIES.

Tenant, at its sole cost and expense, shall throughout the Initial Term and any renewal term, keep and maintain the Premises and all improvements thereon in a good, clean condition of repair and maintenance and in compliance with all applicable Laws, including but not limited to landscape maintenance. Tenant shall be responsible for payment of all utility costs associated with lighting, landscaping and Tenant's use of the Premises.

Section 6 INSURANCE.

Tenant, at Tenant's sole expense, shall maintain during the Initial Term and any renewal term the same insurance coverage on the Premises as other similar parking lots owned by Georgetown. In the event Tenant's coverage on the Premises is cancelled or terminated, Tenant must immediately obtain new coverage so that coverage is in place at all times during the Initial Term and any renewal term. Landlord, at Landlord's sole expense, may self insure or maintain during the Initial Term and any renewal term the same insurance coverage on the Premises as other similar Williamson County parking lots located in the City of Georgetown. Tenant shall not commence any field work under this Lease Agreement or occupy the Premises until it has obtained all required insurance and such insurance has been approved by Landlord.

Tenant shall not allow any of its contractors or subcontractor(s) to commence work to be performed on the Premises until such contractors and subcontractors have obtained the insurance as required by **Exhibit C** attached hereto.

Williamson County shall be named as an additional insured on contractor and subcontractor insurance, and Tenant shall furnish Landlord with a certification of coverage issued by the insurer(s).

Section 7 PROPERTY TAXES AND CITY FEES.

Tenant is a public entity exempt from the payment of real or personal property taxes. Should Tenant's tax exempt status change during the Initial Term or any renewal term, Tenant shall be responsible for the payment prior to delinquency and to the extent applicable of the following (collectively, Taxes"):

a. All taxes, if any, levied or assessed against all personal property, furniture, fixtures or equipment placed by Tenant upon the Premises; and

b. All real property taxes, general and special assessments, license fees and other charges of every description, if any, which during the Initial Term or any renewal term may be levied upon or assessed against the Premises and all interests therein and all improvements and other property thereon, whether belonging to Landlord or Tenant, or to which either of them may become liable.

Section 8 DEFAULT AND REMEDIES.

It shall be an event of default by Tenant under the Lease Agreement if: (i) Tenant shall fail to pay when due any sums payable by Tenant hereunder and such failure shall continue for thirty (30)

days after written notice by Landlord to Tenant; or (ii) Tenant shall fail to comply with or observe any other provision of this Lease Agreement within thirty (30) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to comply with or observe such provision; provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for its performance, then Tenant shall not be deemed to be in default if Tenant shall commence such performance within such thirty-day period and thereafter diligently prosecute same to completion. Upon the occurrence of any event of default by Tenant, Landlord shall have the option to pursue any and all remedies which Landlord then may have hereunder or at law or in equity.

Section 9 BROKERS.

Landlord and Tenant each warrant to the other that they have had no dealings with any broker or agent in connection with the negotiations or execution of this Lease Agreement.

Section 10 RIGHT OF FIRST OFFER TO PURCHASE.

a. As additional consideration for Tenant's improvement of the Premises, in the event Landlord shall elect to sell the Premises after the expiration or termination of this Lease Agreement, and for ten (10) years thereafter, Landlord shall first give written notice (the "Landlord Sale Notice") to Tenant. Tenant shall have a period of thirty (30) days (the "Acceptance Period") to elect, by written notice to Landlord (the "Tenant Purchase Notice"), that Tenant shall purchase the Premises for the Premises' then current market value as determined by an independent state licensed appraiser that is mutually agreed upon by both Landlord and Tenant less the amount of Tenant's cost and expense for improvement of the Premises during the Initial Term or any renewal term (the "Purchase Price"). Within five (5) days after delivery of the Tenant Purchase Notice, Tenant shall deposit into escrow with GEORGETOWN TITLE COMPANY, Georgetown, Williamson County, Texas ("Georgetown Title Company") an earnest money deposit (the "Earnest Money"), in the amount of Five Thousand Dollars ($5,000). Landlord shall make available to Tenant a complete package of due diligence materials for the Premises, to the extent in Landlord's possession or control, and relating to the ownership, use, condition or operation of the Premises. Tenant shall have thirty (30) days after delivery of the Tenant Purchase Notice (the "Inspection Period") to inspect the Premises to Tenant's satisfaction. If Tenant is not satisfied with the Premises for any reason (or for no reason), Tenant may by written notice to Landlord prior to expiration of the Inspection Period, revoke Tenant's Purchase Notice in which event the Earnest Money shall be promptly reimbursed to Tenant, less $10.00 which shall be remitted to Landlord as consideration for Tenant's right to revoke the Tenant Purchase Notice within the Inspection Period. If Tenant fails to provide to Landlord written notice of revocation of the Tenant Purchase Notice within the Inspection Period, then Tenant shall be deemed to be satisfied with the Premises, the Earnest Money shall be considered to be non-refundable in all instances other than a Landlord default, and the parties agree to close the sale of the Premises no later than thirty (30) days after expiration of the Inspection Period. At the closing, Tenant shall purchase the Premises by paying to Landlord in cash the entire Purchase Price. The Earnest Money shall be credited to the Purchase Price at the closing and consummation of Tenant's purchase of the Premises. Simultaneously with Tenant's payment to Landlord of the entire Purchase Price in immediately available funds, Landlord shall sell, transfer, assign and convey the Premises to Tenant pursuant to a special

warranty deed, subject to the Lease Agreement and those permitted exceptions approved by Tenant during the Inspection Period.

b. If Tenant does not, prior to the expiration of the Acceptance Period, give Landlord the Tenant Purchase Notice, then Landlord may freely sell the Premises to any third party, subject however to the Lease Agreement.

c. The provisions of this Section 10 shall survive the expiration or termination of the Lease Agreement. Tenant may record a Memorandum of this Right of First Offer in the Official Public Records of Williamson County, Texas.

Section 11 ENTIRE AGREEMENT.

This Lease Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease Agreement and no prior or contemporaneous agreements or understandings pertaining to any such matters shall be effective for any purpose.

Section 12 SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Lease Agreement is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 13 NOTICE.

All notices and demands shall be in writing, and are effective when mailed, hand-delivered, or transmitted by facsimile as follows:

To Williamson County:

Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Fax: (512) 943-1550

To Georgetown:

City of Georgetown
Attn: City Manager
113 E. 8th Street
Georgetown, Texas 78627
Fax: (512)930-3622

Section 14 NO WAIVER OF IMMUNITIES.

Nothing in this Lease Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties or their past or present officers, employees, or agents, or to create any legal rights or claims on behalf of any third party. Neither Party waives, modifies,

or alters 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.

Section 15 COURT OPERATIONS, OFFICIAL DUTIES OF OFFICE, HEALTH AND SAFETY POWERS.

Tenant agrees that Landlord and its elected officials retain control and supervision of their respective elected offices, and Tenant understands and agrees that this Lease Agreement is not intended, nor shall it be construed, to interfere with the operations of the Williamson County Commissioners Court, official duties of office, and/or the health and safety powers of county government. Any rights granted to Tenant are subject to the lawful exercise of elected officials' duties of office and the Landlord's health and safety powers in order for this Lease Agreement to comply with the Texas Constitution.

Section 16 APPROVAL BY GOVERNING BODIES.

This Lease Agreement has been approved by the Governing Body of Williamson County and by the Governing Body of the City of Georgetown at meetings held in compliance with the Texas Open Meetings Act.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK-

SIGNATURE PAGES TO FOLLOW]

ACCEPTED AND AGREED TO:

Williamson County

By:_____

Printed Name:_____

Representative Capacity: As Presiding Officer of the Williamson County Commissioners Court

Date:_____

ACCEPTED AND AGREED TO:

City of Georgetown

By:_____

Printed Name:_____
Title: Mayor

Date:_____

ATTEST:

_____
Shelley Nowling
City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb
City Attorney

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2018 by _____, a person known to me, in his/her capacity as Mayor of the City of Georgetown, a Texas Home Rule Municipal Corporation, on behalf of the City of Georgetown.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2018, by _____, a person known to me, in his capacity as County Judge of Williamson County, on behalf of the County.

_____
Notary Public in and for the State of Texas

Exhibit A

Description of Premises

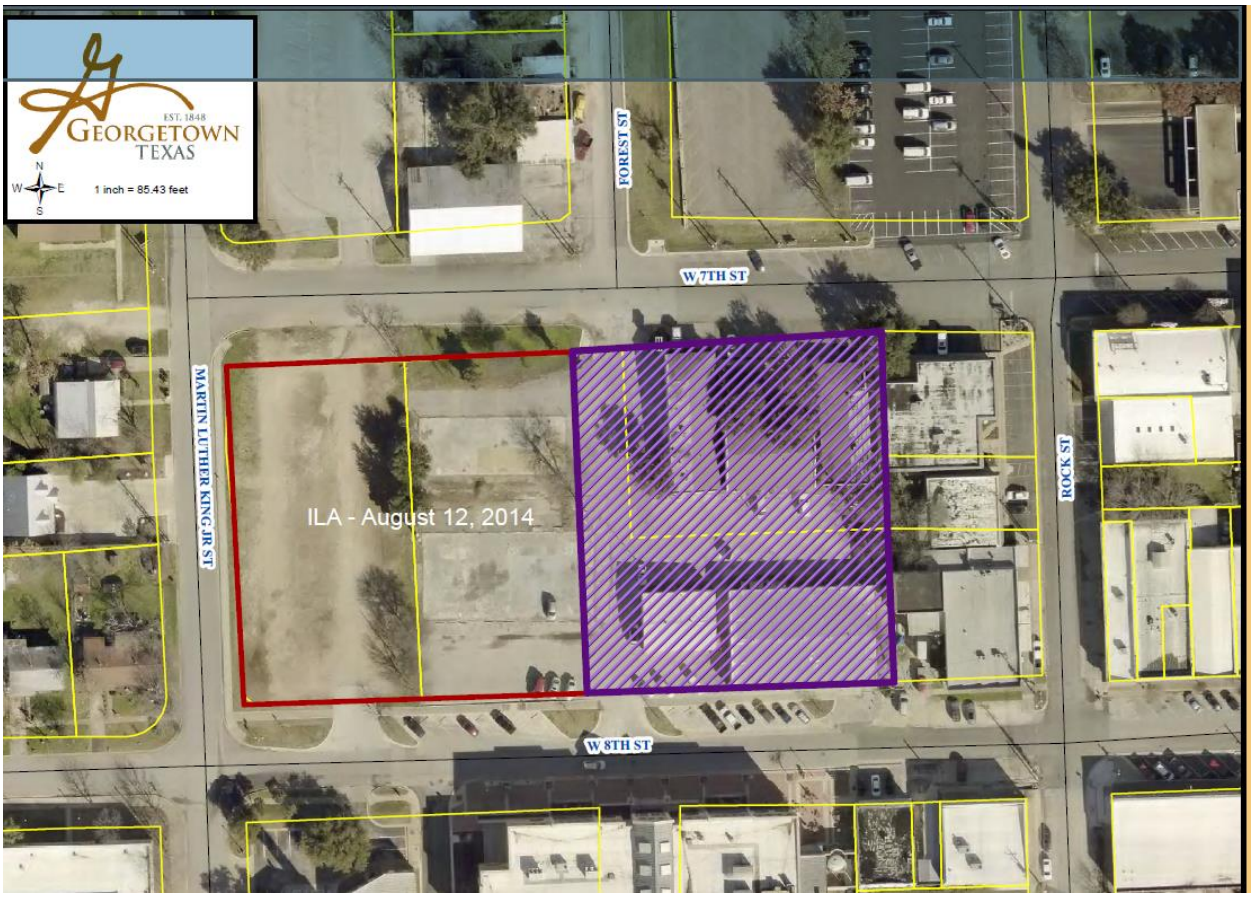


Exhibit B

Disputed Fees

County Fees Paid to Date

Project	Permit	Fee
Georgetown Annex	Building	$57,820
	GUS Electrical	$30,000
	Planning	$1,150
Animal Shelter (50% cost)	Building	$15,510
	GUS Electric	$15,000
	Planning	$575
Justice Center Remodel	Building	$600
North Campus	Building	$40,000
	GUS Electrical	$70,000
Jail Remodel	Building	$887

Total $231,542

Exhibit C

Contractor and Subcontractor Insurance Requirements

A. General Requirements

1. ***CONTRACTOR shall purchase and maintain insurance in the types and amounts indicated below for the duration of the Contract (unless a longer duration is specified), which shall include items owned by OWNER in the care, custody and control of CONTRACTOR prior to and during the term of the Contract and all warranty periods. Failure to purchase and maintain the required insurance shall be grounds for Termination of the Contract or Suspension of the Work by OWNER. Except for the Worker's Compensation policy, the other insurance policies required by the Contract to be obtained by CONTRACTOR must state that OWNER, its officials, directors, employees, representatives, and volunteers are added as additional insureds with regard to operations and activities by or on behalf of the named insureds performed under contract with OWNER. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statue of repose.***

2. ***CONTRACTOR must complete and forward the required Certificates of Insurance to OWNER before the Contract is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the required Certificates of Insurance to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.***

3. ***Contractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.***

4. ***All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Georgetown, 113 E. 8th Street, Georgetown, Texas 78626, ATTN: Contract Manager.***

5. ***The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is agreed that the CONTRACTOR's insurance shall be considered primary with respect to any insurance or self insurance carried by OWNER. The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insurer's liability.***

6. ***If insurance policies are not written for amounts specified below, CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.***

7. ***OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where***

policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

8. ***OWNER reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CONTRACTOR.***

9. ***CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.***

10. ***CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.***

11. ***The policies must contain the following language: "This policy shall not be cancelled, materially changed, or not renewed until after thirty (30) days prior written notice has been given to OWNER." In addition, CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicted within the Contract.***

12. ***If OWNER-owned property is being transported or stored off-Site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.***

13. ***The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.***

14. ***Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the Contract, at the Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the CONTRACTOR may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The CONTRACTOR's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that CONTRACTOR agrees to provide Workers' Compensation for the Subcontractors and their employees. The CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The CONTRACTOR must retain the certificates of insurance for the duration of the Contract plus 5 years and shall have the responsibility of enforcing these insurance requirements among its subcontractors. The OWNER shall be entitled, upon request and without expense, to receive copies of these certificates.***

B. Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit per accident for bodily injury and property damage. The policy shall contain the following endorsements in favor of OWNER:

Waiver of Subrogation endorsement TE 2046A;

30 day Notice of Cancellation endorsement TE 0202A; and

Additional Insured endorsement TE 9901 B.

Provide coverage in the following types and amounts:

A minimum combined bodily injury and property damage limit of $1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance shall include coverage for loading and unloading hazards.

C. Workers' Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The required Certificate of Insurance must be presented as evidence of coverage for CONTRACTOR. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to OWNER. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

Waiver of Subrogation, form WC 420304; and

30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be the minimum amounts required to meet the statutory requirements of Texas Labor Code, Section 401.011(44), or the following, whichever is greater:

$1,000,000 bodily injury per accident, and

$1,000,000 bodily injury by disease policy limit; and

$1,000,000 bodily injury by disease each employee; and

$1,000,000 Employer's Liability.

D. Commercial General Liability Insurance. The Policy shall contain the following provisions:

Blanket contractual liability coverage for liability and indemnifications assumed under the Contract and all contracts relative to this Project.

Completed Operations/Products Liability until the end the statute of repose period.

Explosion, Collapse and Underground (X, C & U) coverage.

Independent Contractor's coverage.

Aggregate limits of insurance per project, endorsement CG 2503.

OWNER listed as an additional insured, endorsement CG 2010.

30 day notice of cancellation in favor of OWNER, endorsement CG 0205.

Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404

fully insuring CONTRACTOR'S or Subcontractor's liability for bodily injury and property damages with a combined bodily injury (including death) and property damage minimum limit of:

$1,000,000 per occurrence

$2,000,000 general aggregate

$2,000,000 products and completed operations aggregate

Coverage shall be on an "occurrence" basis.

E. Property Floater. Contractor shall obtain and maintain Property Floater in an amount sufficient to cover the replacement value of materials on site.

F. ***Umbrella Liability Insurance. The CONTRACTOR shall obtain, pay for, and maintain umbrella liability insurance during the contract term, insuring the CONTRACTOR (or subcontractor) for an amount not less than $2,000,000 that provides coverage at least as broad and applies in excess of and follows the form of the primary liability coverages required in Article 5. The policy shall provide "drop down" coverage where underlying primary insurance coverages limits are insufficient or exhausted.***

G. Asbestos Abatement Liability Insurance. If the Work or the Project involves asbestos containing materials, the CONTRACTOR shall obtain Asbestos Abatement Liability Insurance for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. The combined single limit for bodily injury and property damage shall be a minimum of $1,000,000 per occurrence. If claims made, the claims-made, the claims made form shall provide that the period of coverage shall be: Continuous coverage for the term of the Contract plus the warranty period of at least one (1) year, and an extended discovery period for a minimum of five (5) years, which shall begin at the end of the warranty period.

H. Completed Work Insurance.

Commissioners Court - Regular Session **19.**

Meeting Date: 11/06/2018

Lease

Submitted For: Larry Madsen **Submitted By:** Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, Consider and take appropriate action on the form Office Lease Agreement between Williamson County, Lessor, and Chinogringo, LLC, as Lessee, relating to the office condo space located at 321 Ed Schmidt Boulevard, Unit #100, Hutto, Texas 78634 to commence upon closing and funding of Williamson County's purchase of such property.

Background

This Lease is being consummated as a part of a purchase transaction wherein County is purchasing Unit #100 of the Hutto 321 Office Condominiums from Chinogringo, LLC. The County is leasing Unit #100, which Chinogringo occupied at the time of the purchase transaction, back to Chinogringo for a term of up to 180 days. This lease provides Chinogringo with time to complete its new location and move out. Either party may terminate upon 30 days prior notice. The monthly rental amount will be $4,830.00 (based on $1.15 per sq.ft. - 4,200 sq.ft.). Two local commercial realtors were consulted and gave a range of $1.00 to $1.30 per sq. ft. for rental of offices similar to the office condo unit. A mid-range price was used to determine rental.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Office Lease Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 08:26 AM
Form Started By: Julia Cooper		Started On: 10/31/2018 08:13 AM
Final Approval Date: 11/01/2018		

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (the "Lease") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Chinogringo, LLC**, a Texas Limited Liability Company, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor the office condo space located at **321 Ed. Schmidt Boulevard, Unit #100, Hutto, Texas 78634** (the "Leased Premises"). The Leased Premises is situated on and is a part of the Hutto 321 Office Condominiums, a condominium regime to the City of Hutto, Williamson County, Texas, according to Document No. 2008078084 recorded in the Official Public Records of Williamson County, Texas.

1. TERMS OF LEASE.

The Term of this Lease shall be a period of up to **180 days**, commencing on _____ ____, 20___ ("Commencement Date"), and ending at midnight on _____ ____, 20___ (the "Term"), all being subject of the parties right to terminate as set out herein.

2. RENTAL.

A. Rental for Term. In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor **$4,830.00** as rent for the Leased Premises, plus **$1,810.32** as additional rent for the estimated real property taxes to be assessed or levied against the Leased Premises, as set forth below, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

B. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS ($50.00), plus additional late charges of TEN DOLLARS ($10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY FIVE DOLLARS ($25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. SECURITY DEPOSIT. Lessor has the option during the Term to require Lessee to deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms of the Lease. If required, the deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security

devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be Lessee's proportionate share of all costs in contesting, rendering and otherwise adjusting the Taxes.

1. Payment of Taxes to Lessor: On the First (1st) day of each month during the Term, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes,

as calculated by Lessor (prorated for any partial month), that is to be levied or assessed against the Leased Premises. The monthly estimated Tax payment for the Term is set forth above in Section 2 (A.).

2. **Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31st following the Term, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.

   a. If the actual Tax costs for the Leased Premises exceeds the aggregate of Lessee's monthly tax payments made during the Term, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.

   b. If Lessee's monthly tax payments exceed the actual Tax costs for the Leased Premises, as shown on the statement, Lessor shall reimburse Lessee such amount of excess within thirty (30) days after receipt of the statement.

3. **Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies

that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

4. **Adjustment to Taxes; Contest of Taxes:**

(i) Lessee may, at its sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee has deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Lessee's share of the excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand Lessee's share of all court costs, interests, penalties and other liabilities relating to such proceedings.

(ii) Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

5. **UTILITIES.** Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises which are not provided by Lessor or the adjoining tenant.

Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.**

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of

the Leased Premises, in an amount of at least ONE MILLION DOLLARS ($1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

7. **SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to

place on the Leased Premises.

8. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a business office; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee

and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children**. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with the terms hereof, to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may

be required for the issuance of a certificate of occupancy from the local municipality. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. **LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof,

exterior walls, floors and foundation.

D. At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after

same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving **Thirty (30)** days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

13. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed

for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

14. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

15. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

16. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by

Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

17. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY

HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

18. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

19. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provided and perform under this Lease, Lessee shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1523
After Hours Phone: (512) 943-1599
Email: facilities@wilco.org

20. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: Chinogringo, LLC
321 Ed. Schmidt Blvd.
Suite 100
Hutto, Texas 78634

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

21. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular

number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

22. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

23. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

24. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.

25. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

26. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

27. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

28. PURCHASE LEASBACK TRANSACTION. This Lease is being consummated as a part of a purchase transaction wherein Lessor is purchasing Unit #100 of the Hutto 321 Office Condominiums, a condominium regime to the City of Hutto, Williamson County, Texas, according to Document No. 2008078084 recorded in the Official Public Records of Williamson County, Texas, from Lessee and Lessor is leasing the Leased Premises, which Lessee occupied at the time of the purchase transaction, back to Lessee.

29. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

(*Signature Page Follows this Page*)

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

LESSEE:

CHINOGRINGO, LLC

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____ _____, 20_____

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or those having business with them, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the

municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

13. Lessee shall not overburden the parking facilities and shall cooperate with Lessor and other lessees in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among lessees.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Commissioners Court - Regular Session **20.**

Meeting Date: 11/06/2018

Accept Edward Byrne Memorial Justice Assistance Grant for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to allow the Sheriff's Office to accept a grant through Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2018 Local Solicitation.

Background

Through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2018 Local Solicitation, Williamson County was eligible for an award of up to $11,890. The Sheriff's Office applied for a $3,709 grant for expenses related to the Junior Deputy Academy program. The application was approved by the U.S. Department of Justice and we have been given the opportunity to accept the remaining $8,292 for other expenses eligible under this grant.

The remaining $8,292 will be used for expenses associated with the Citizen's Academy and Explorers Program. The grant requires no resolution or match.

Staff recommends the following action: Approve the Sheriff's Office to accept the grant for $11,890 and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Edward Byrne Memorial Justice Assistance Grant

Chief Exec Certification

Cert of Compliance USC 1373 & 1644

Cert of USC 1226,1231,1324,1357,1366

Disclosure of Lobbying Activities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Starla Hall		Started On: 11/01/2018 10:05 AM
Final Approval Date: 11/01/2018		

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

October 1, 2018

The Honorable Dan A. Gattis
Williamson County
701 South Main Street
Georgetown, TX 78626

Dear Judge Gattis:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of $11,890 for Williamson County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kandia M. Conaway, Program Manager at (202) 514-9205; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

October 1, 2018

The Honorable Dan A. Gattis
Williamson County
701 South Main Street
Georgetown, TX 78626

Dear Judge Gattis:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at https://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website https://www.lep.gov.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at https://ojp.gov/about/ocr/partnerships.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended,
34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013*), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see https://ojp.gov/about/ocr/eeop.htm. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Williamson County
701 South Main Street
Georgetown, TX 78626

4. AWARD NUMBER: 2018-DJ-BX-0633

5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2019

BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2019

6. AWARD DATE 10/01/2018

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
746001400

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
076930049

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Williamson County Sheriff's Office Junior Deputy Academy

10. AMOUNT OF THIS AWARD $ 11,890

11. TOTAL AWARD $ 11,890

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Matt Dummermuth
Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Matt Dummermuth

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Dan A. Gattis
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		11890

21. TDJUGT1048

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2018-DJ-BX-0633 AWARD DATE 10/01/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

PROJECT NUMBER 2018-DJ-BX-0633 AWARD DATE 10/01/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

   References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

   On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

   Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

   The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

    The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

PROJECT NUMBER 2018-DJ-BX-0633 AWARD DATE 10/01/2018

SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

    The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

SPECIAL CONDITIONS

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

SPECIAL CONDITIONS

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

SPECIAL CONDITIONS

29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

SPECIAL CONDITIONS

35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

SPECIAL CONDITIONS

40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.

SPECIAL CONDITIONS

42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before

award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be

SPECIAL CONDITIONS

detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

SPECIAL CONDITIONS

48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

SPECIAL CONDITIONS

50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

SPECIAL CONDITIONS

57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.

PROJECT NUMBER 2018-DJ-BX-0633 AWARD DATE 10/01/2018

SPECIAL CONDITIONS

60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https:/ / www.bja.gov/ Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https:/ / www.bja.gov/ profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https:/ / www.bja.gov/ SuccessStoryList.aspx.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

65. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

66. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Williamson County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2018-DJ-BX-0633

This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Kandia M. Conaway
(202) 514-9205

2. PROJECT DIRECTOR (Name, address & telephone number)

Dana Foster
Office Specialist, Sr.
701 South Main Street, Ste 301
Georgetown, TX 78626-5700
(512) 943-1168

3a. TITLE OF THE PROGRAM

BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Williamson County Sheriff's Office Junior Deputy Academy

5. NAME & ADDRESS OF GRANTEE

Williamson County
701 South Main Street
Georgetown, TX 78626

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2017 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2017 TO: 09/30/2019

9. AMOUNT OF AWARD

$ 11,890

10. DATE OF AWARD

10/01/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any equipment purchases or funded initiatives such as overtime, task forces, drug programs or information sharing, will be aimed at reducing crime and enhancing public and

officer safety.

NCA/NCF

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Commissioners Court - Regular Session **21.**

Meeting Date: 11/06/2018

HCP Position Letter

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter stating the position of Williamson County and the Williamson County Conservation Foundation regarding changes to the use of the Endangered Species Act Section 10 for Section 7 projects and related matters.

Background

Attached letter is stating that Williamson County supports a uniform USFWS policy that would allow using the Williamson County RHCP for federalized projects.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 09:08 AM
Form Started By: Rachel Rull		Started On: 11/01/2018 08:32 AM
Final Approval Date: 11/01/2018		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

November 6, 2018

Dear:

We respectfully request that you support legislative language that better facilitates federal interagency consultation process required under section 7 of the Endangered Species Act ("ESA").[1]

Background:

Section 9 of the ESA prohibits all persons—whether federal or non-federal—from "take" of species listed as endangered.[2] The ESA and its implementing regulations broadly define "take" to include both direct actions—such as killing or shooting endangered species—and indirect actions—such as modifying species habitat in such a way that the species' essential behavioral patterns are significantly altered. Section 7 and its implementing regulations allow the U.S. Fish and Wildlife Service ("USFWS") and National Marine Fisheries Service ("NMFS")[3] to issue an incidental take statement to federal agencies whose activities will result in take of listed species. In 1982, Congress amended section 10 of the ESA to provide a mechanism, known as an "incidental take permit," by which a non-federal entity may obtain authorization to take listed species, so long as that take occurs incidentally to otherwise lawful activities, including land and infrastructure development. Section 10 of the ESA sets forth the specific process and requirements with which a non-federal entity must comply in order to obtain an incidental take permit. Among the requirements set forth in ESA section 10 is the provision of compensatory mitigation for impacts to the species covered by the permit and the preparation of a habitat conservation plan.

For many years, various state and local agencies within the State of California have obtained large-scale, programmatic incidental take permits under section 10 of the ESA to streamline ESA compliance, protect and preserve listed species and critical habitat, and ensure that critical infrastructure and economic development may occur in an efficient manner.

Once USFWS has approved a programmatic or "regional" habitat conservation plan and issued an incidental take permit to a state or local governmental agency ("local agency"), that local agency may proceed immediately with its projects and must, pursuant to the incidental take permit and regional habitat conservation plan, implement specified minimization and mitigation (and in some cases, recovery) measures benefitting affected species. Where a project receives incidental take authorization through a regional habitat conservation plan, the project proponent is not then required to seek further approvals from

[1] 16 U.S.C. § 1536.
[2] *Id*. at 1538. While section 9 of the ESA applies only to species listed as endangered, U.S. Fish and Wildlife Service regulations extent the "take" prohibition to most species listed as threatened. 50 C.F.R. § 17.31.
[3] Although both USFWS and NMFS administer the ESA, the focus of this letter is on USFWS administration thereof.

USFWS in connection with that project. As a result, projects receiving coverage through a regional habitat conservation plan typically are not faced with the kinds of delays and uncertainty associated with projects that are not covered by such plans.

While federal projects are subject to the consultation requirements of ESA section 7, USFWS offices in California have significantly streamlined their review of federal projects that comply with the minimization and mitigation measures of the relevant regional habitat conservation plan. This streamlining has saved both the taxpayers of California and USFWS itself significant time and resources and is a common sense solution to ESA compliance, particularly since the USFWS's approval of a regional habitat conservation plan and issuance of an incidental take permit must go through an intra-USFWS ESA section 7 consultation (meaning that the take authorized under the incidental take permit has already been determined by USFWS to neither jeopardize the continued existence of listed species nor result in the destruction or adverse modification of designated critical habitat).

While every USFWS local and regional office has the discretion to implement the process followed in California, some USFWS offices in the country have not allowed streamlining of federal projects even where those projects commit to the same minimization and mitigation measures set forth in existing regional habitat conservation plans. Instead, in those regions, state and local agencies whose projects have a federal nexus often must go through multiple, duplicative steps in order to comply with the ESA, which is costly, time consuming, and taxes the resources of both the state or local agency and USFWS. In some cases, these duplicative processes result in less conservation for listed species because compensatory mitigation is not required under an ESA section 7 consultation.

In those instances where a project qualifies for and receives incidental take authorization through a regional habitat conservation plan, the project proponent should not then be required to seek further approval(s) from USFWS in connection with that project. Instead, there should be an expedited consistency review process wherein USFWS determines whether the underlying activity is within the geographic boundaries served by the regional habitat conservation plan, whether the take sought to be authorized is within the limits of the incidental take permit approved by USFWS, and whether the activity is of a type covered by the regional habitat conservation plan. Such determinations should take no more than 30 days and should be accompanied by a brief letter or memorandum setting forth the conclusion of USFWS. When the determination is made that a federal project is, in fact, consistent with the relevant regional habitat conservation plan, as evidenced by a letter or memorandum from USFWS, further ESA compliance review should not be necessary.

Proposed Legislative Language:

We ask that you support the following legislative language.

SEC. _____. DUPLICATION OF ENDANGERED SPECIES CONSIDERATIONS NOT REQUIRED.

Chapter 35 of title 16, United States Code, is amended—

(1) in section 1536 by inserting after subsection (p) the following:

> "(q) Notwithstanding any provision in this title to the contrary, a Federal agency may, at its discretion, seek and receive authorization for take otherwise prohibited under section 1538(a)(1)(B) pursuant to

> a permit issued to a state or local governmental entity under section 1538(a)(1)(B). Where a Federal agency thereby receives authorization for take pursuant to section 1539(a)(1)(B), the provisions of subsections (a)-(d) shall not apply."

(2) in section 1539(a)(1)(B) by inserting ", and is reasonably certain to occur" before the period.

Interpretation of the Proposed Legislative Language:

The proposed legislative language would amend the Endangered Species Act in two ways:

(1) it would specifically authorize federal projects to seek and receive authorization for incidental take through a USFWS-approved, programmatic or regional incidental take permit, and, where that happens, consultation requirements would not apply; and

(2) it would add to ESA section 10 incidental take permit provisions the caveat that an incidental take permit is for circumstances where take of listed species is "reasonably certain to occur."

The effect of the proposed language would be to provide less discretion to local USFWS offices to deny federal projects the ESA streamlining benefits of regional habitat conservation plans crafted specifically by state and local agencies to provide localized solutions to species conservation and infrastructure development. Additionally, the proposed language would ensure that all USFWS offices administer the ESA uniformly across the country and that unnecessary duplication of ESA process would be eliminated. Indeed, some federal agencies, such as the U.S. Army Corps of Engineers, already significantly streamline ESA compliance in the manner described herein (such as pursuant to General Condition 18 of the 2017 Clean Water Act section 404 Nationwide Permits).

By making this common-sense change, we can ensure that endangered species are protected while simultaneously allowing a state and local agencies, through their regional habitat conservation plans, to proceed with their local projects with greater efficiency.

Please call us if you have any questions. Your office is always helpful to us, and we appreciate you very much.

Sincerely,

Dan A. Gattis
County Judge
Williamson County

Commissioners Court - Regular Session **22.**

Meeting Date: 11/06/2018

Taylor Robinson Park Community Center

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a FY2016 Annual Action Plan substantial amendment by authorizing a change to the original scope relating to the City of Taylor Robinson Park Community Center Project.

Background

Original Scope of Project: Renovations to a 2040 square foot building originally constructed in 1940 to include improvements to the two bathrooms and entrance ramp to meet ADA standards, enlarging the kitchen, replacement of the electrical system, foundation leveled, windows replaced, improvements to the outside walls and roof repair.

Proposed Scope of Project: Demolition of the original community center. Construction of a new 2250 square foot community center at or near the same location.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Givens Center Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 08:26 AM
Form Started By: Sally Bardwell		Started On: 10/31/2018 11:20 AM
Final Approval Date: 11/01/2018		

Memo

Date:	7/1/18
Project:	Givens Community Center
To:	Judy Langford, Langford Community Management Services
From:	Kelly J. Kaatz, P.E., P.E. No. 75421
cc:	Isaac Turner, City Manager, City of Taylor Jim Gray, Public Works Director, City of Taylor Jeff Jenkins, Asst. City Manager, City of Taylor Jacob Walker, P.E., HDR
Subject:	**Givens Community Center Plan**

The Givens Community Center was planned to be improved with funding from a CDBG Grant ($150,000) that was applied for in FY2016 and construction was originally planned for completion in September 2017. The improvements were planned to include improvements to the structure, electrical system, HVAC systems, bathrooms, and kitchen. However, cost estimates to make improvements to the existing structure have far exceeded the allocated funding and the project has not advanced to construction.

HDR was requested to evaluate the Givens Community Center and assist the City with implementation of the CDBG Grant Project. HDR performed a limited assessment of the facility on May 9, 2018. The building is a wooden structure constructed in 1940 and moved to its current site in 1960. The building foundation is supported by wooden piers and there is evidence of settlement of the foundation, deterioration of the wood and termite damage throughout, structural degradation of the roof support system, and poor site drainage resulting in water ponding under the building which contributes to damage to the foundation system.

Based on a review of the current condition of the building and a review of the past work and cost estimates that were provided, an estimate of the order of magnitude to bring the current building to its desired condition is approximately $500,000. If the grant allocation funding of $150,000 were to be implemented at this stage, recommendations would be that the funds be utilized to address basic foundation issues, site grading, and drainage improvements along with structural issues observed with the walls and roof as funding would allow. The site grading and drainage issues need to be addressed in the initial stages as we observed that rainfall/runoff from the area surrounding the building is flowing under the building and contributing to deterioration of the foundation and floor. The structural issues observed with the walls and roof framing also need to be investigated and corrected. The cost to accomplish improvements to the existing structure is influenced by the cost to remove the floor and the interior and exterior skin of the building to gain access to the structural elements of the building in order to repair, replace, and strengthen the components that need to be addressed. If grant funds in addition to the initial $150,000 can be obtained, we would recommend that the next phase would include

Givens Community Center Building

addressing any remaining structural/foundation issues, basic life safety improvements, and improving the electrical system to meet current code. We do not believe the available grant funds will be able to accomplish any aesthetic improvements to the facility, nor any enhancements to the kitchen area or HVAC system that are needed.

As a relative comparison, a new comparably sized building on a reinforced concrete foundation on a new site would likely cost on the order of $300,000 to $350,000. A new structure could include elements inside the building that would make it more flexible for use for various functions. The Givens Community Center has significant historical value to the City of Taylor. Rehabilitation of the existing structure and an option to build a new structure were presented to the group of stakeholders representing the Givens Community Center. Ultimately, it was the stakeholder's group recommendation to pursue implementation of a new structure rather than rehabilitation of the existing structure as it was viewed as an opportunity to provide an enhanced benefit to the community it serves. The groups' recommendation was prefaced with that a new building would need to be designed and constructed to honor the original Givens Community Center's history.

In order to advance the planning, design, and construction of a new structure for the Givens Community Center, additional funding will be required in addition to the existing CDBG funds of $150,000. A cost estimate for construction a new building for the Givens Community Center is shown in the attachment. The first table represents the cost estimate to construct the building which is shown to be approximately $350,000. The current facility does not include a parking area or landscaping/irrigation. There also has not been a decision made as to what would be done with the existing building. An estimate for supplementary items including parking, landscaping/irrigation, and demolition/removal of the existing building are also shown. Including these items, the total cost estimate is approximately $410,000.

City of Taylor
Givens Community Center

Cost Estimate

Existing Building Size:	$	2,040	SF
Proposed New Building Size	$	2,250	SF

Item	Cost	Cost per SF	% of Total
Site Preparation	$ 5,000	$ 2.22	1.8%
Concrete Foundation	$ 33,750	$ 15.00	12.0%
Pre-Engineering Metal Building	$ 78,750	$ 35.00	28.0%
Plumbing	$ 15,000	$ 6.67	5.3%
Electrical	$ 18,000	$ 8.00	6.4%
Doors & Windows	$ 18,000	$ 8.00	6.4%
Appliances	$ 7,000	$ 3.11	2.5%
Light Fixtures	$ 8,000	$ 3.56	2.8%
Drywall	$ 18,000	$ 8.00	6.4%
Interior Painting	$ 12,000	$ 5.33	4.3%
Interior Trim	$ 5,000	$ 2.22	1.8%
Insulation	$ 15,000	$ 6.67	5.3%
HVAC	$ 12,500	$ 5.56	4.4%
Millwork/Cabinets	$ 7,500	$ 3.33	2.7%
Plumbing Fixtures	$ 10,000	$ 4.44	3.6%
Flooring	$ 18,000	$ 8.00	6.4%
Subtotal	$ 281,500	$ 125.11	100.0%
Bonds, Insurance, Builder's Risk Insurance	$ 7,038		3%
Contractor's Fee	$ 33,780		12%
Professional Services (Architect/Engineer)	$ 21,113		8%
Geotechnical Investigation	$ 4,000		
TDLR Fee	$ 1,500		
Subtotal - Building Cost	$ 348,930		

Assumptions:

- Similar space program with larger restrooms and no built-in stage.
- No furniture, fixtures, or equipment except residential stove and refrigerator.
- Concrete slab foundation, Type VB construction.
- Construction will meet applicable City of Taylor Codes (2009 ICC & 2008 NEC).
- Occupancy Type A-3
- No requirements for surveying or platting.
- Does not include costs for utility service connections or any permits.

Supplementary Items

Item	Cost	Cost per SF	SF
Driveway/Parking Lot Addition	$ 29,200	$ 8.00	3,650
Sidewalks/Ramps	$ 2,000	$ 8.00	250
Topsoil/Grading	$ 5,000	$ 5,000.00	1
Landscaping/Irrigation	$ 7,000	$ 7,000.00	1
Demolition/Removal of Existing Building	$ 18,000	$ 18,000.00	1
Subtotal - Supplementary Items	$ 61,200		

Assumptions:

- 7 parking spaces and 1 ADA parking space.

Total Cost	$	410,130

Commissioners Court - Regular Session **23.**

Meeting Date: 11/06/2018

Taylor Robinson Park Community Center funding

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on amending the 2018 Community Development Block Grant Annual Action Plan by transferring $150,000 from the Bluebonnet Trails Community Services Project to the Robinson Park Community Center Project.

Background

Decrease: Decrease funding to Bluebonnet Trails Community Services in the amount of $150,000. Funding was to provide water, sewer and electrical utilities to the LifePark Center. Project was to support the construction of a 45,000 square foot community wellness center. Project was located on the west side of the intersection of Mallard Road and NW Carlos Parker Loop in Taylor TX.
The County received notice from the Bluebonnet Trails Community Services that they would like to withdraw their application and return funding.
Decrease funding by $150,000.
Increase: The City of Taylor has requested that an additional $150,000 be reallocated to the FY16 Robinson Park Community Center Project. The Robinson Park Community Center Project would no longer rehabilitate the Givens Community Center but would construct a new 2250 square foot community center. The newly constructed center would remain in the same location in the City of Taylor. If the amendment is approved, the total awarded to the project would be $300,000.
Increase funding by $150,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 08:26 AM
Form Started By: Sally Bardwell		Started On: 10/25/2018 10:31 AM
Final Approval Date: 11/01/2018		

Commissioners Court - Regular Session **24.**

Meeting Date: 11/06/2018

Jail Grease Trap Repair

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement between Klepzig Excavation and Williamson County for grease trap repair services in the not-to-exceed amount of $6,400.00, and authorizing the execution of the agreement.

Background

During the emergency full replacement of Jail Grease Trap 1, it was discovered that Grease Trap 2 had some small leaks that needed to be addressed. As these small leaks did not constitute an emergency, three (3) quotes were obtained for these repairs to be done separately. The proposed work will not only address the leak corrections needed, but will also provide an overall cleaning on Grease Trap 2. This will provide the Jail with the two properly functioning grease traps as originally designed. The department point of contact is Tom Stanfield. This expenditure will be charged to P411 Jail Renovations which was approved as a capital request for FY2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 10:14 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 10:51 AM
Form Started By: Melissa Gurka		Started On: 10/23/2018 10:40 AM
Final Approval Date: 11/01/2018		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Jail Grease Trap Repair)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Klepzig Excavation**, 301 FM 1660, Hutto, TX 78634 (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Statement of Work/Quotation, dated September 20, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $6,400.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
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 (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation, dated September 20, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider 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 Service Provider reasonable advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to

unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

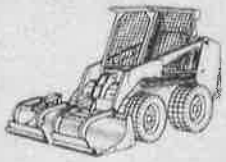
WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Daryl Klepzig
Authorized Signature	Authorized Signature
_____	DARYL KLEPZIG
Printed Name	Printed Name
Date: _____, 2018	Date: 10/17, 2018

Exhibit "A"
Statement of Work/Quotation,
Dated September 20, 2018
(Incorporated herein as if copied in full)

PROPOSAL

KLEPZIG EXCAVATION
301 FM 1660
Hutto, TX 78634
Office: (512) 931-2200
Cell: (512) 748-1193



No. 9/20/18
Date
Sheet No.

Proposal Submitted To:

Name WILLIAMSON COUNTY FACILITIES
Street 3101 SE INNER LOOP
City Georgetown
State TX 78626
Phone 512-943-1636

Work To Be Performed At:

WILLIAMSON COUNTY JAIL
Street
City State
Date of Plans
Architect

We hereby propose to furnish the materials and perform the labor necessary for the completion of

GREASE TRAP REPAIR
Pump out 5000 gal TANK + additional pretreatment TANK
for reserve WINDOW for sealing 5000 gal grease TRAP
All confined SPACE SAFETY equipment required by law

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manner for the sum of Dollars [$ 6400 00/100]

with payments to be made as follows: Upon Completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted Daryl Klepzig
Per 9/20/18

Note—This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date Signature

Commissioners Court - Regular Session **25.**

Meeting Date: 11/06/2018

Roof Repairs Oliver Roofing Systems Service Contract

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract between R&B Enterprises, Inc. d/b/a Oliver Roofing Systems and Williamson County for roof repairs in the not-to-exceed amount of $4,999.99 and authorizing the execution of the agreement.

Background

Oliver Roofing Systems will provide roof related repairs on an as needed basis for county buildings. The department point of contact is Dwayne Gossett. This expediture will be charged to 01.0100. 0509.004510 and funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 10:14 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 10:51 AM
Form Started By: Melissa Gurka		Started On: 10/29/2018 12:05 PM
Final Approval Date: 11/01/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR ROOF-RELATED REPAIRS FY2019

(Oliver Roofing Systems)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **R & B Enterprises, Inc. d/b/a Oliver Roofing Systems** (hereinafter "Service Provider"), with mailing address at P.O. Box 180191, Austin, TX 78718 (phone 512-834-7500). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

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demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation(s), dated during FY2019 which is/are incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Quotation(s) dated during FY2019 which is/are incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $4,999.99, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The

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County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
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 (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE

Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
	Aggregate policy limits	No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS,

OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/Quotation(s), dated during FY2019 which is/are incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

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

XV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider 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 Service Provider reasonable advance notice of intended audits.

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

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XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____

Date: _____ ___, 20____

Service Provider: Oliver Roofing Systems
Rick Brien - President

Date: October 25, 2018

Commissioners Court - Regular Session **26.**

Meeting Date: 11/06/2018

Kronos Upgrade to v8.1

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Kronos and Williamson County for professional services in the not-to-exceed amount of $32,085.00, pursuant to US Communities cooperative agreement #14-JLR-003, and authorizing the execution of the agreement.

Background

Kronos will provide professional services to upgrade Williamson County's existing on-premise Workforce Central Solution from v6.3 to v8.1. The end of life for support for v6.3 is 12.31.2018. The department point of contact is Alison Gleason. This expenditure will be charged to 01.0100.0503.004100. Funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Statement of work

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 11:56 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Melissa Gurka		Started On: 10/31/2018 03:58 PM
Final Approval Date: 11/01/2018		

Statement of Work for WILLIAMSON CNTY PAYROLL/BENFIT

Workforce Central v8 Upgrade

Sales Executive	Jason Coppi
Author	Tammy Hilsgen
Expiration Date	12/1/2018
Quote Number	2018-43893
Revision #	3
Opportunity ID	Opp-185559
Status	Approved
Customer SID	6042053

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Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful implementation, the customer will provide the required internal project resources.

Project Objectives

Kronos will provide Professional Services to upgrade customer's existing on-premise Workforce Central Solution from v6.3 to v8.1.

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14- JLR- 003 dated March 18th, 2014 between the Lead Agency (acting as the"Owner") and Kronos Incorporated (as the "Contractor"), as amended.

Proposed Solution

Module	Project Type
Workforce Timekeeper	Upgrade
Workforce Manager	Upgrade
Workforce Employee	Upgrade
Workforce Integration Manager	Upgrade
Workforce Mobile Manager	Upgrade
Workforce Mobile Employee	Upgrade
Workforce Leave	Upgrade
Workforce Integration Manager to TeleStaff	Upgrade

Project duration is expected to be 12 working weeks, based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a remote approach. Travel is not anticipated, in the event travel is required, this statement of work is subject to the Williamson County Vendor Reimbursement Policy.

Instructor Led Training

Kronos Instructor Led Training is purchased as Training Points. Training Points allow you to budget for training with the flexibility to adjust your plan during implementation.

Core Team training will help your key functional and technical users to make informed solution design, configuration decisions and provide core product knowledge.

Module	Description
Workforce Timekeeper	Public instructor led training for 2

Application Administrator training will prepare you to perform daily and periodic system administration tasks. This training may require pre-requisite knowledge of the core solution functionality.

Module	Description
Workforce Timekeeper	Public instructor led training for 2

Train-the-Trainer Programs prepares internal training teams to deliver user training to managers, supervisors and employees.

Module	Description
Workforce Timekeeper	Public instructor led training for 1

Project Approach

The project team will collaborate to establish a project plan with tasks, responsibilities, and milestone dates and provide the foundation for project control. Kronos will complete an environment readiness review with your project team resources to ensure the server environment is available and pre-requisites have been installed. Kronos will perform test upgrade, deploy interfaces and complete validation testing of upgraded environment. Upon completion of customer user acceptance testing, Kronos will complete the upgrade to production.

Project Leadership

Kronos will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager will partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the progress of the implementation.

Solution Assumptions

Workforce Central

- 2 Workforce Central environment(s) included in this deployment
- Customer has SQL Database
- The Authentication method will be Standard
- 4 Standard Timeclocks will be upgraded

Integration

- 3 existing interface(s) included
- WFC/TeleStaff Integration

Services Investment Summary

This SOW represents a time and materials engagement. Travel expenses are not included and will be invoiced separately as incurred.

Service Type	
Professional Services	$29,160.00
Educational Services	$2,925.00
	$32,085.00

Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date:_____

Title: _____

This Statement of Work is subject to the WILLIAMSON CNTY PAYROLL/BENFIT's agreement with Kronos governing Professional and Education Services. By signing below, the authorized WILLIAMSON CNTY PAYROLL/BENFIT's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED
WILLIAMSON CNTY PAYROLL/BENFIT

By: _____ Date:_____

Title: _____

WILLIAMSON CNTY PAYROLL/BENFIT may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2018.

Commissioners Court - Regular Session **27.**

Meeting Date: 11/06/2018

GSI Software Maintenance Renewal Approval

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the software maintenance renewal from Environmental Systems Research Institute in the amount of $60,823.18, pursuant to DIR contract #DIR-TSO-3446.

Background

Environmental Systems Research Institute (ESRI) was exempted as a Sole Source provider for the Geographical Information System (GIS) software by Commissioners' Court on 11.29.2016. The software maintenance dates for the renewal are 12.14.2018 - 12.13.2019. The department point of contact is Tammy McCulley. This expenditure will be charged to 01.0100.0503.004505. Funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 11:46 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Melissa Gurka		Started On: 11/01/2018 10:36 AM
Final Approval Date: 11/01/2018		

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 10/23/2018
To: Tammy McCulley
Organization: County of Williamson
Information Technology Dept
Fax #: 512-943-1488 **Phone #:** 512-943-1489

From: Ally Guthrie
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 4961
Email: AGuthrie@esri.com

Number of pages transmitted (including this cover sheet): 7

Quotation #25867329
Document Date: 10/23/2018

Subject to terms and conditions of Texas DIR-TSO-3446.

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www. esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www. esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45754961
Fax #: 909-307-3083

Quotation

Date: 10/23/2018 **Quotation Number:** 25867329 **Contract Number:** 315474

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Ally Guthrie

County of Williamson
Information Technology Dept
301 SE Innerloop Ste 105
Georgetown TX 78626
Attn: Tammy McCulley

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 337154
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	3,022.50	3,022.50
1010	7	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	1,209.00	8,463.00
2010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 03/01/2019 End Date: 12/13/2019	953.95	953.95
3010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 05/01/2019 End Date: 12/13/2019	751.90	751.90
4010	1	86497	1,511.25	1,511.25

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Ally Guthrie **Ext:** 4961

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45754961
Fax #: 909-307-3083

Quotation

Date: 10/23/2018 **Quotation Number:** 25867329 **Contract Number:** 315474

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019		
5010	3	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	1,209.00	3,627.00
6010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	705.25	705.25
7010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	503.75	503.75
8010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	503.75	503.75
9010	1	92774 ArcGIS Tracking Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	503.75	503.75
10010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	403.00	806.00
11010	1	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 01/01/2019 End Date: 12/13/2019	287.34	287.34
12010	15	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	302.25	4,533.75
13010	1	98134	503.75	503.75

380 New York Street
Redlands, CA 92373
Phone: 888-377-45754961
Fax #: 909-307-3083

Quotation

Date: 10/23/2018 **Quotation Number:** 25867329 **Contract Number:** 315474

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019		
14010	2	98135 ArcGIS Data Interoperability for Desktop Concurrent Use Secondary Maintenance Start Date: 10/01/2019 End Date: 12/13/2019	40.85	81.70
15010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	503.75	503.75
16010	1	100572 ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	201.50	201.50
17010	14	153148 ArcGIS Online Named User Level 2 Term License Start Date: 08/29/2018 End Date: 12/13/2019	637.10	8,919.35
18010	1	157023 ArcGIS Developer Professional Annual Subscription Start Date: 12/14/2018 End Date: 12/13/2019	1,771.19	1,771.19
19010	3	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	5,037.50	15,112.50
20010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	5,037.50	5,037.50
21010	1	161366 ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Maintenance Start Date: 12/14/2018 End Date: 12/13/2019	2,518.75	2,518.75

380 New York Street
Redlands, CA 92373
Phone: 888-377-45754961
Fax #: 909-307-3083

Quotation

Date: 10/23/2018 **Quotation Number:** 25867329 **Contract Number:** 315474

Item	Qty	Material#	Unit Price	Extended Price

Item Subtotal		60,823.18
Estimated Tax		0.00
Total	**USD**	**60,823.18**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45754961
Fax #: 909-307-3083

Quotation

Date: 10/23/2018 **Quotation Number:** 25867329 **Contract Number:** 315474

Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX OR EMAIL YOUR PURCHASE ORDER TO 909-307-3083/Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45754961
Fax #: 909-307-3083

Quotation

Date: 10/23/2018 **Quotation No:** 25867329 **Customer No:** 337154 **Contract No:** 315474

Item	Qty	Material#	Unit Price	Extended Price

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

Commissioners Court - Regular Session **28.**

Meeting Date: 11/06/2018

RFP 1810-269 Emergency Generator and Automatic Transfer Switch Preventive Maintenance, Repair and Rental Services

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Emergency Generator and Automatic Transfer Switch Preventive Maintenance, Repair and Rental Services under RFP #1810-269.

Background

Williamson County is seeking qualified firms to submit proposals for the provision of emergency generator and automatic transfer switches preventative maintenance and repair/rental of generators as needed in various facilities maintained by Williamson County located in Georgetown, Texas, as detailed in the specifications. Christi Stromberg is the point of contact and the funding source is 100-0509-4500. Budgeted estimate for FY18-19 is $50,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1810-269 RFP Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 10:05 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 10:51 AM
Form Started By: Johnny Grimaldo		Started On: 11/01/2018 09:17 AM
Final Approval Date: 11/01/2018		

Solicitation 1810-269

Emergency Generator And Automatic Transfer Switch Preventive Maintenance, Repair

Bid Designation: Public

Williamson County, Texas

Bid 1810-269
Emergency Generator And Automatic Transfer Switch Preventive Maintenance, Repair

Bid Number	1810-269
Bid Title	Emergency Generator And Automatic Transfer Switch Preventive Maintenance, Repair
Bid Start Date	In Held
Bid End Date	Nov 28, 2018 10:30:00 AM CST
Question & Answer End Date	Nov 21, 2018 3:00:00 PM CST
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-**943**-1553 johnny.grimaldo@wilco.org
Contract Duration	**36 months**
Contract Renewal	2 annual renewals
Prices Good for	**Not Applicable**
Pre-Bid Conference	**Nov 15, 2018 10:00:00 AM CST** **Attendance is mandatory** **Location: 901 Austin Ave, Georgetown, TX 78626**
Pre-Bid Conference	**Nov 16, 2018 1:00:00 PM CST** **Attendance is mandatory** **Location: 901 Austin Ave, Georgetown, TX 78626**
Bid Comments	**Williamson County is searching for qualified firms to submit proposals for the provision of emergency generator and automatic transfer switches preventative maintenance and repair and rental of generators as needed in various facilities maintained by Williamson County located in Georgetown, Texas.**

Item Response Form

Item	**1810-269--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 1810-269

Emergency Generator And Automatic Transfer Switch Preventive Maintenance, Repair

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Nov 28, 2018 10:30:00 AM CST

PROPOSAL WILL BE PUBLICLY OPENED:
Nov 28, 2018 10:30:00 AM CST

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

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

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

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

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

General Information:

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

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

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

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

2.3 TRANSMITTAL LETTER

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

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

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

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

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

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

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

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

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

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

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

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

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

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

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

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

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

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

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

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

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

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

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

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

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

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

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

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

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF RESPONDENT

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

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

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

3.6 ECONOMY OF PRESENTATION

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

3.7 REJECTION OR ACCEPTANCE

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

3.8 PROPOSAL OBLIGATION

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

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

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

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

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

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

3.15 REFERENCES

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

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

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

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

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

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

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County 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 RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

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

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

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 PROPOSAL PREPARATION COSTS

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

4.14 INDEMNIFICATION

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

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

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

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

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

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

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

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

4.29 ASSIGNMENT

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

4.30 SAFETY

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

4.31 GENERAL OBLIGATIONS AND RELIANCE

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

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

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

4.34 SURVIVABILITY

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

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

4.35 PAYMENT

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

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

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation 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.

4.38 CONFIDENTIALITY

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

4.39 INCLEMENT WEATHER

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

4.40 AIR QUALITY

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

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

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

4.42 CONFIDENTIALITY

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

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

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

1.2 Price Proposal

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

Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

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

responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

1.3.2 Evaluation Committee and Selection Process

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

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

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

1.3.3 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in Section D of Specifications & Service Contract

1.3.4 Graded Evaluation Factors

The graded evaluation factors as described in Section D of Specifications & Service Contract will be used to determine how well a Respondent(s) meet(s) the desired performance.

1.3.5 Interviews

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

1.3.6 Additional Evaluation Information

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

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and

expectations **for** satisfactory performance of the services requested herein will be met.

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

1.4 Technical Contact

Christi Stromberg, (or successor), Assistant Facilities Director Williamson County, 3101 SE Inner Loop, Georgetown, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of thirty-six (36) months beginning on the date the RFP is awarded by the Commissioners' Court.

1.6 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

1.7 Insurance Requirements

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

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

Williamson County Purchasing Department
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 Respondent and County.

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

A. Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

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

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

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

1.8 Tentative Schedule

Event	Date	Time
RFP released in BidSync	October 30, 2018	
Deadline for RFP questions	November 14, 2018	3:00PM
RFP final responses due	November 21, 2018	10:30PM

Williamson County
3101 S.E. Inner Loop
Georgetown, TX 78628

REQUEST FOR PROPOSALS

Emergency Generator and Automatic Transfer Switch Preventive Maintenance, Repair and Rental Services

RFP #1810-269

Proposal Due Date/Opening: November 28, 2018

TABLE OF CONTENTS

1. Proposal Information:

Attachment A	Emergency Generators and Automatic Transfer Switches Preventive Maintenance, Repair, and Rental Services Contract (hereinafter referred to as "Services Contract") (to be executed by the parties upon award)
Attachment B	Facilities, Equipment List, Compensation and Fees
Attachment C	Not Included
Attachment D	Bid References
Attachment E	Contractor's Qualifications Form
Attachment F	Inspection Checklist – Emergency Generator and Automatic Transfer Switch (to be included as 'Exhibit B' to the Services Contract)
Attachment G	Generators Calendar
Attachment H	RFP Checklist

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SECTION I
SCOPE

SCOPE: Pursuant to Texas Government Code Section 2165.001, Custodianship of State Property, and Section 2156.121, Use of Competitive Sealed Proposals, Williamson County is requesting proposals for the provision of emergency generator and automatic transfer switches preventative maintenance and repair and rental of generators as needed in various facilities maintained by Williamson County located in Georgetown, Texas.

CONTRACT TERM: Services shall be for a period beginning on or after October 1, 2018, and shall expire on or before September 30, 2021. The Contract may be renewed for two (2) additional one (1) year period, provided that renewal is executed prior to expiration of the current contract term. Any renewals shall be in writing and at the same terms and conditions, plus any approved changes.

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, county office consolidations, or any other disruption of current appropriations, provisions of the Termination Article in the Services Contract shall apply.

WORKING HOURS: Contractor shall perform the services during normal working hours of 7:00 a.m. – 4:00 p.m., Monday through Friday. Contractor may perform work at hours other than normal business hours at the direction of the Contract Administrator. Overtime will not be paid without prior written approval from Williamson County Contract Administrator.

SCHEDULE OF EVENTS:
The solicitation process for this Request for Proposal (RFP) will proceed according to the following schedule. Williamson County reserves the right to change the dates in the Schedule of Events set forth above upon notification to prospective Respondents posted in the form of an Addendum on Bidsync: http://bidsync.com

EVENT	DATE
Issue RFP	
Mandatory Pre-Proposal Conference #1 **OR** (Respondents are required to attend only one of the scheduled meetings)	
Mandatory Pre-Proposal Conference #2	
Deadline for Submission of Questions	
Deadline for Submission of Proposals/RFP Opening	
Expected Award of Contract	
Expected Contract Start Date	

b) PRE-PROPOSAL CONFERENCE:

i) The Pre-Proposal Conferences are scheduled for:

Wednesday, November 14th at 10:00 AM

And

Thursday, November 15th at 1:00 PM

The location of the Pre-Proposal conference is:

Williamson County Purchasing Department
901 South Austin
Georgetown, TX 78628

Attendance at only one (1) of the two (2) scheduled pre-proposal conferences is mandatory. Only those Respondents whose names and represented firm are on a pre-proposal conference sign-in sheet shall be allowed to submit a response. Please do not be late.

Site inspection of the following generators require Williamson County escort. Following the Pre-Proposal conference, the four generators sites must be visited by the respondents whose name and represented firm are on the pre-proposal conference sign-in sheet. Contract Administrator will acknowledge by checking yes or no next to the site visit on the pre-proposal sign-in sheet. Do not skip the site visits.

1. Emergency Service Operations Center (ESOC)
2. South Jail
3. North Jail
4. North Campus – Impound Yard and EMS Training

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SECTION II
STATEMENT OF WORK

1. **DEFINITIONS**: The following definitions below apply to this Request for Proposal:

Best and Final Offer (BAFO)	A formal request made to acceptable or potentially acceptable Respondents for revision to the originally submitted proposal.
Contract	The Emergency Generators and Automatic Transfer Switches Preventative Maintenance, Repair, and Rental Services Contract referred to in this RFP as Attachment A – Services Contract which will be executed upon award.
Contract Administrator	The individual designated by Williamson County to represent Williamson County during the performance of the Contract, further defined below.
Contractor	The individual, partnership or corporation whose proposal is accepted and who enters into a Contract with Williamson County.
BidSync	The designated website where Williamson County post formal solicitations (over $25K), addenda to posted solicitations, and awards. The website for the BidSync can be found: http://bidsync.com
Respondent	An individual, partnership or corporation that responds to this RFP.
RFP	Request for Proposal

2. SERVICE REQUIREMENTS:

A. Contractor shall provide inspections, preventative maintenance, remedial repair, and emergency repair for thirteen (13) emergency generators and associated automatic transfer switches in various county-owned facilities in Williamson County, Texas, as listed in Attachment B – Facilities, Equipment List, Compensation and Fees. Contractor shall provide the labor, materials, equipment, tools and transportation required to perform these services as stated in Attachment A – Generator Services Contract.

B. Contractor shall provide, mobilize and connect rental generators that are ~~exactly or~~ equivalent to existing generators along with cables on an as-needed basis. Mobilization shall occur within two (2) business hours of notification. Rental generators shall be fueled with a minimum of 50% fuel capacity upon arrival and shall accept #2-off road diesel fuel. Generators shall be provided at the rates proposed in Attachment B – Facilities, Equipment List, Compensation and Fees.

C. Williamson County may, from time-to-time, initiate projects and identify the need for emergency generators and associated automatic transfer switch installation, repair and/or maintenance services to Contractor and document such services through a separate document (hereinafter referred to as a "Delivery Release"). Such Delivery Releases will constitute amendments to the Contract, subject to the terms, and conditions set forth in the Contract, and shall include a description of the project assignment, scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at or before the time of such Delivery Release. Any work completed by Contractor without a Delivery Release will not be paid for by Williamson County.

   a. Contractor understands and agrees that no guaranteed minimum number of Delivery Releases will arise from the Contract.

b. Upon receipt of a Delivery Release, Contractor shall respond to the Contract Administrator, as defined in Section (5) below, on-site with same or next day service. Contractor shall perform all work under a Delivery Release within the timeframe agreed upon. In the event that repairs cannot be completed at time of service, the following information shall be provided to the Contract Administrator:
   i. Reason why repair cannot be completed; and
   ii. Timeline for when repairs will be completed.

D. Contractor will be allowed delays, if approved by Contract Administrator, for weather conditions based on the concurrence of contract and Owner for two (2) circumstances:
   a. Isolated inclement weather, wherein the property is determined to be unworkable for short period of time of day(s) of precipitation and day(s) following for short times between otherwise good weather; and/or
   b. Sustained inclement weather, wherein the property is determined to be unworkable for a sustained period of time.

- If Contractor believes either condition applies, a request shall be made in writing to the Contract Administrator for a site and official determination. Condition and approval of the delay must be approved in writing by Contract Administrator and delayed work must be rescheduled no later than two (2) business days from the delay approval. Last month of each quarter is reserved for approved rescheduling of generators, if needed. Refer to Attachment G – Generator Schedule, for quarterly, annually, and triennial generator inspections.

E. Billing –
   a. Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for services rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or parts are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and parts are verified.
   b. Williamson County fiscal year is October 1 – September 30th. Invoices for services rendered and parts installed must be paid in the appropriate fiscal year.

3. **INSTALLATION AND REPAIRS**:
   All work shall be in strict accordance with federal, state, and local codes and ordinances and comply with the Occupational Safety and Health Administration (OSHA) requirements, National Electrical Code, and the Americans with Disabilities Act Accessibility Guidelines.

4. **MATERIALS:**
   Contractor shall provide any and all parts required to perform service on equipment. All materials and components installed shall meet the manufacturer's minimum recommended specifications and must be compatible with the existing equipment. Equipment and materials utilized by the Contractor must be of equal or better quality than existing equipment and materials. Contractor shall ensure documentation verifying conformance to manufacturer's minimum recommended specifications must be provided to Williamson County Contract Administrator prior to installation. Contractor shall ensure that access to standard stocked parts for remedial or emergency work is available in twenty-four (24) hours or less. A list of standard stock parts that the Contractor has available shall be submitted to the Contract Administrator at time of contract award or upon request. All parts used in repair or reconditioning shall be new or manufacture recommended parts. Manufacture recommended parts must be approved by the Contract Administrator. Refurbished parts will not be accepted. If generic part is used, the warranty must be applied equivalent to the standard stock part.

   a. WARRANTY STATEMENT:
      1. Contractor shall provide one (1) year warranty statement. This warranty shall obligate the Contractor to provide all equipment, materials, workmanship, and labor at no cost to Williamson County during the warranty period, and to correct any defect excluding any damage caused by misuse, abuse, vandalism, or acts of God.

5. **CONTRACT ADMINISTRATOR:**

Williamson County shall designate a "Contract Administrator" for the Contract who will serve as the point of contact between Williamson County and Contractor. The instructions of the Contract Administrator and/or the Contract Administrator's designated representative (hereinafter collectively the "Contract Administrator") are to be strictly and promptly followed by Contractor at all times. The Contract Administrator is to have free access to Contractor's supplies, equipment, and work product at all times for inspection and audit. Contractor is to afford the Contract Administrator all necessary assistance during those inspections and/or audits. The Contract Administrator will decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work. The Contract Administrator will determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator during the progress of the Contract, to:

i. Discover or reject unacceptable work;
ii. Discover work not in accordance with the Contract; or
iii. Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with Williamson County's Contract Administrator. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson's County Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.

6. **PERFORMANCE REQUIREMENTS:**

Contractor's performance shall include, but not be limited to, the following when performing services.

a. Contractor must have a minimum of one (1) National Institute of American Service Excellence (ASE) certified diesel mechanic on staff in the Williamson County area, as stated in Subsection (d) below;
b. Contractor must have a minimum of one (1) licensed master electrician on staff or on retainer to provide services for this Contract;
c. Contractor must have a minimum of ten (10) years business and technical experience performing services in populated office buildings; and
d. Contractor must maintain a branch/office within one (1) hour of Williamson County throughout the duration of this Contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

e. QUARTERLY or LEVEL 1 INSPECTIONS:

Contractor shall be responsible for performing quarterly inspection services on the emergency generators and automatic transfer switches as indicated in the equipment list in Attachment B – Facilities, Equipment List, Compensation and Fees. All quarterly inspections performed by Contractor are to be scheduled via e-mail to the Contract Administrator at least fifteen (15) business days in advance of the proposed scheduled date of work. All quarterly inspections must be completed during Williamson County's first (1st), third (3rd) and fourth (4th) quarter, outlined in Attachment G – Generator Calendar. A completed quarterly inspection service performed by Contractor shall include a submitted electronic copy report addressing issues, any deficiencies found, recommended or needed software updates, and corrective measures to include, but not limited to, the following and in accordance with Attachment F – Inspection Checklist – Emergency Generator and Automatic Transfer Switch:

a. Lubrication is to be inspected to include, but not be limited to:
   i. system leaks;
   ii. oil levels; and
   iii. filters.

b. Cooling System is to be inspected to include, but not be limited to:
   i. leaks;
   ii. water level;
   iii. DCA/antifreeze;
   iv. filters;
   v. hoses;
   vi. belts;

vii. cooling fins;
viii. block heater;
ix. pillow block; and (10)complete cooling service.

c. Fuel System is to be inspected to include, but not be limited to:
   i. leaks;
   ii. filters;
   iii. lines;
   iv. tank levels;
   v. transfer pump;
   vi. water separators;
   vii. solenoid;
   viii. wiring; and
   ix. governor.

d. Ignition System is to be inspected to include, but not be limited to:
   i. plugs;
   ii. points, condenser;
   iii. cap, rotor;
   iv. wiring, coil; and
   v. corrosion.

e. Exhaust System is to be inspected to include, but not be limited to:
   i. leaks;
   ii. condensation;
   iii. turbo charger;
   iv. flex pipe; and
   v. rain cap.

f. Housing/Cabinets are to be inspected to include, but not be limited to:
   i. general overall condition;
   ii. fit; and
   iii. decals.

g. DC – Electrical is to be inspected to include, but not be limited to:
   i. batteries;
   ii. water level;
   iii. specific gravity;
   iv. terminals;
   v. cables;
   vi. engine safeties annunciator;
   vii. batter charge rate; and
   viii. battery replacement (occurs every three (3) years, starting in 2019. Quarterly report must include: Condition of battery and make/model numbers).

h. AC – Electrical is to be inspected to include, but not be limited to:
   i. brushes, generator, regulator;
   ii. instruments, meters;
   iii. circuit breakers;
   iv. automatic transfer switches;
   v. contacts exerciser clock; and
   vi. remote annunciators.

i. Operational tests to be inspected include, but not be limited to:
   i. no load test;
   ii. voltages;
   iii. frequency;
   iv. time delays;
   v. oil pressure; and
   vi. engine temperature.

j. Software update(s) to be inspected include, but not limited to:
   i. Contractor must notify the Contract Administrator in writing no more than three (3) business days after the completion of the quarterly inspection of any recommended or needed software updates. (Report must include recommended upgrades, how to upgrade the software to ensure latest version of software, and any additional valuable information to assist the Contract Administrator).

k. Generators must be exercised under available load for a minimum of forty-five (45) minutes. Start and stop time must be reported on the quarterly report. A successful test is one in which the generator:
   i. Achieves the minimum exhaust gas temperature for the quarterly testing as indicated in the equipment owner's manual; or
   ii. Operates at normal temperature while running at no less than the 30% of the nameplate KW rating.

f. **ANNUAL or LEVEL 2 INSPECTIONS:**

Contractor shall be responsible for performing annual inspection services on the emergency generators and automatic transfer switches. Contractor is responsible for oil, filters, batteries, block heater, belts, hoses, lamps, and antifreeze replacements and associated costs. Annual Inspections must include the Quarterly inspection items above and the annual inspection content indicated below. All transfer tests must be scheduled, via e-mail to the Contract Administrator, at least fifteen (15) business days in advance. Annual inspections must be completed during Williamson County's second (2^{nd}) quarter. Transfer tests may be required to be performed after 3:00 PM. An annual inspection shall include a typed report on all the elements of the quarterly inspection and quarterly report together with operational tests to be performed to include the following:

a. transfer of loads;
b. load bank test (using the current industry standard);
c. oil change;
d. block heater or block heater element replacement, whichever is most feasible and approved by the Contract Administrator. (Occurs every two (4) years, starting in 2019. Annual report must include: Condition of block heater and make/model number).
e. belt and coolant system hoses replacement, including clips and clamps (occurs every four (4) years, starting in 2019);
f. antifreeze change;
g. filter changes to include, but not be limited to, the following;
   i. oil;
   ii. fuel; and
   iii. air breather.
h. Replace indicator lamps on automatic transfer switches equipped with indicator lights; and
i. Fuel testing and sampling (Annual report must include: Completion date and copy of the results from the certified vendor that completed the analyses of the fuel testing).
   i. All fuel analyses must be performed by a certified laboratory.

- If a generator fails the annual testing, annual testing may be repeated if requested by the Contract Administrator. If the generator test is repeated due to failure, it should be operated under a load supplied by a load bank (i.e. load bank testing) for two continuous hours each year. During this two-hour period, the unit should be operated as follows:
  a. Less than or equal to 25% of the nameplate KW rating for 30 minutes;
  b. Greater than 25% but less than or equal to 50% of the nameplate KW rating for 30 minutes;
  c. Greater than 50% but less than 75% of the nameplate KW rating for 60 minutes; and
  d. Greater than 75% of the nameplate KW rating for 75 minutes.

g. **TRIENNIAL or LEVEL 3 INSPECTIONS:**

Contractor shall be responsible for performing annual inspection services on the emergency generators and automatic transfer switches. Contractor is responsible for oil, filters, batteries,

block heater, belts, hoses, lamps, and antifreeze replacements and associated costs. Triennial Inspections shall include the Quarterly and Annual inspection items above and the triennial inspection content as indicated below. All transfer tests must be scheduled, via e- mail to the Contract Administrator, at least fifteen (15) business days in advance. Triennial inspections must be completed during Williamson County's second (2nd) quarter, starting in year 2020. Transfer tests may be required to be performed after 3:00 PM. The Triennial inspection shall include a typed report on all the elements of the annual and quarterly inspection report together with operational tests to be performed to include the following:

a. Starting System is to be inspected to include, but not be limited to:
   i. Replace and verify proper operations of alternator belts - (Report must include: Condition of alternator belts and make/model number); and
   ii. Replace and verify proper operations of fan drive belts - (Report must include: Condition of alternator belts and make/model number).

b. Colling System is to be inspected to include, but not be limited to:
   i. Replace and verify proper operation of coolant – (Report must include: Brand of coolant and quantity of new coolant added);
   ii. Replace and verify proper operation of thermostats and gaskets – (Report must include: Brand of thermostat and gaskets, size of gaskets, and condition of replaced thermostats and gaskets); and
   iii. Replace and verify proper operations of fan belts – (Report must include: Brand, size, make and model of fan belts); and
   iv. Replace and verify proper operations of hoses to include, but not limited to:
      1. Upper radiator hoses;
      2. Lower radiator hoses;
      3. Block heater hoses; and
      4. Other coolant hoses.

c. Air Induction and Exhaust System is to be inspected to include, but not be limited to:
   i. Replace and verify proper operations of air filters – (Report must include: Type, Brand, make and model of air filter).

d. Transfer Switch Maintenance is to be inspected to include, but not be limited to:
   i. Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration;
   ii. Check and tighten all controls circuit wiring terminals;
   iii. Check manual switches for free movement and contract continuity;
   iv. Check all time delay settings and adjust to the customer's specifications;
   v. Check condition of main and arcing contacts and auxiliary contacts;
   vi. Check all common and ground wires. Measure and record resistance to ground readings;
   vii. Check luck connections and mounting insulator bolts (de-energized switch); and
   viii. Check for proper transfer operations and sequencing of time control relays.

h. **INSPECTION REPORTS:**

All inspection reports must be submitted to Contract Administrator within three (3) business days of completion. The attached Attachment F – Inspection Checklist – Emergency Generator and Automatic Transfer Switch (or equal, and shall be submitted to the Williamson County Contract Administrator for approval prior to use) shall be used as the basis for both quarterly inspection and annual inspection reports.

i. NOTICE OF DEFECTS:

Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

7. **NON-EMERGENCY RESPONSE TIME:**
   Contractor shall respond and arrive on-site to a non-emergency repair requirement sent out by the Contract Administrator, within seven (7) business days. The non-emergency repair must be scheduled, via e-mail to the Contract Administrator, at least five (5) business days after receiving a call from the Contract Administrator.

8. **EMERGENCY RESPONSE TIME:**
   Contractor shall respond and arrive on-site to an emergency repair requirement sent out by the Contract Administrator, within a two (2) hour time period. Contractor is expected to maintain an "on call" contact for emergency responses at all times. All repairs must be completed and the generator returned to service within the timeframe agreed upon by Contract Administrator and Contractor, unless the Contractor has received prior written approval from the Contract Administrator for additional time. To receive a time extension, the Contractor shall notify the Contractor Administrator for the requested time extension. Contract Administrator will acknowledge all such requests and approve in writing. The Contract Administrator may request any additional information deemed necessary to make a decision regarding a requested time extension. Contractor may start work without a Delivery Release number on Emergency work only. Contractor is responsible for ensuring a work order number is received prior to performance of work.

9. **CALLBACK:**
   For the purposes of evaluating performance under this Contract, a "Callback" is defined as a failure due to the mechanic's inability, negligence, or lack of knowledge to correct a problem. All Callbacks shall be responded to in thirty (30) minutes or less.

10. **PERFORMANCE STANDARDS, CODES, AND OTHER REGULATORY REQUIREMENTS:**
    All work performed by Contractor shall be in accordance with the International Mechanical Code, National Electrical Code, state and federal laws and the manufacturer's standard recommendation manuals for service and repair.

11. **SERVICE MANUALS:**
    Contractor shall ensure all operating manuals for equipment listed in Attachment B – Facilities, Equipment List, Compensation and Fees are in place.

12. **SECURITY AND IDENTIFICATION:**
    Contractor shall abide by all procedures and rules as conveyed by Williamson County Contract Administrator regarding security requirements of the property where work is to be performed. Contractor employees must wear either uniforms or appropriate clothing identifying them as employees of the Contractor at all times when working at any Williamson County property. Shorts, muscle shirts, and/or sandals shall not be worn at any time while conducting work under this contract. Contractor personnel must have a Williamson County supplied identification badge visible at all times when working in any Williamson County property, if applicable.

13. **CONTRACTOR ACCESS:**
    Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's employee, vehicles, or equipment enter or move upon any area not authorized by Williamson County's Contract Administrator for access by Contractor.

14. **EXAMINATION OF PREMISES:**
    Contractor shall be held to have examined all properties at which the work will take place and to be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during the performance of services under this Contract.

15. **EXISTING UTILITIES AND STRUCTURES:**
    Contractor shall adequately protect the work, Williamsons County's property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Williamson County Contract Administrator and subsequently repair or restore all services to the satisfactory approval of Williamson County Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are

restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Williamson's County Contract Administrator may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of Williamson County Contract Administrator, Contractor shall have permission to utilize air, water, gas, steam, electricity, and similar items of expense from existing resources on Williamson County property.

16. **WASTE REMOVAL:**
    Contractor will be allowed to store materials and equipment in performance of the Contract only if space is available in each building. Storage space will be arranged through the Contract Administrator. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all waste packaging material associated with services being performed which may include, if applicable, the rental of a waste receptacle associated with this Contract. If needed, site placement of the waste receptacle shall be approved by the Contract Administrator. Dispensing of oil, antifreeze, batteries, or other waste removal items shall be documented and completed in accordance with standard regulations. All waste removal shall be documented and made available to the Contract Administrator, upon request.

17. **DISPOSAL OF SALVAGEABLE ITEMS:**
    Contract Administrator shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Owner. Disposal may include depositing in a central location for salvage by the Owner or delivery to the Owner's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator.

18. **TOBACCO FREE:**
    All Williamson County properties are tobacco free. Contractor's employees are prohibited from using tobacco in all areas while performing work under this contract on any Williamson County property.

19. **CHEMICALS:**
    Contractors and subcontractors shall provide Contract Administrator with a legible Material Safety Data Sheet (MSDS) on all chemicals used or brought onto Williamson County property. MSDS's shall be submitted to Contract Administrator prior to the start of work or upon request.

20. **OPERATIONS AND MAINTENANCE MANUALS:**
    Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

21. **TRAINING OF WILLIAMSON COUNTY PERSONNEL:**
    Contractor shall provide training to Williamson County designated personnel for all mechanical equipment and parts installed, upon request by the Contract Administrator.

22. **TRAVEL TIME:**
    Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative logs the start and completion time on the service ticket for the services performed. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator. Contractor shall provide the following information on the service ticket: building name, Williamson County representative, and name of Contractor's employee performing the work.

23. **FREIGHT AND SHIPPING COSTS:**
    Freight and shipping costs are not an allowable expenses under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

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SECTION III
PROPOSAL REQUIREMENTS

1. **PROPOSAL INFORMATION:**

A. **SUBMISSION REQUIREMENTS:**

Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the sections listed below in Section 4(d).

i. Respondents shall submit one (1) original:

1. Attachment B – Facilities, Equipment List, Compensation and Fees;
2. Attachment C – Not Included;
3. Attachment E – Contractor's Qualifications Form;
4. Attachment F – Inspection Checklist – Emergency Generator and Automatic Transfer Switch;
5. Acknowledgement of Addenda, if applicable;
6. Litigation History;
7. Bid Bond; and
8. All other documentation required for this proposal.

B. **COSTS:**

Respondents to this RFP are responsible for all costs of proposal preparation and delivery.

C. **PUBLIC INFORMATION:**

Williamson County will not consider any proposal that bears a copyright. Williamson County will strictly adhere to the requirements of Chapter 552 of the Texas Government Code (the "Texas Public Information Act") regarding the disclosure of public information. As a result, by participating in this solicitation process, Respondent acknowledges that all information, documentation, and other materials submitted in response to this solicitation may be subject to public disclosure under the Texas Public Information Act. Williamson County does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. Williamson County assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondent. If it is necessary for Respondent to include trade secrets or proprietary or otherwise confidential information in its proposal, Respondent must clearly mark in bold red letters the term "**CONFIDENTIAL**" using at least **15 point font,** on that specific part or page of the submittal which Respondent believes to be confidential. All proposals and parts of proposals that are not marked confidential will be automatically considered to be public information. Should trade secrets or proprietary or otherwise confidential information be included in the submitted CD, as referenced in Section III, Proposal Requirements, par. 1(a), Submission Requirements, Respondent should mark the CD with the word "**CONFIDENTIAL**." If Williamson County receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act. If Williamson County receives a public information request for proposals and parts of proposals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act.

D. **CONTENTS:**

Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information may be rejected. Williamson County reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of Williamson County.

1. **COMPANY INFORMATION: <5 pts>**
   a. Including, but not limited to the following:
   b. company description;
   c. ownership information;
   d. physical and mailing address;
   e. other company locations/offices;

f. primary contact; and
g. office, mobile telephone number(s) and email of company's primary contact.

2. **COMPENSATION AND FEES: <35 pts>**
   a. Include pricing on the Attachment B – Facilities, Equipment List, Compensation and Fees.
   b. Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.

3. **Relevant Experience and Qualifications: <25 pts>**
   a. Complete and submit Attachment E – Contractors Qualifications Form. Respondent should also provide a free-form narrative that describes, in detail, any relevant qualifications not provided on Attachment E – Contractors Qualifications Form.
   b. The following minimum requirements are required of Respondents:
      i. Certificate of Authority to do business in Texas;
      ii. Demonstration that the Respondent has successfully been in business or the principals shall have had ownership/executive management in a previous company with comparable type experience, for the services solicited in this RFP;
   c. Demonstration of Respondent's relevant experience for the type of work solicited in the RFP.
   d. Names of top management, key personnel and each personnel's duties, including each personnel's background and experience.
   e. Organizational chart illustrating roles and responsibilities of key management and personnel assigned to provide services under the Contract;
   f. Demonstrate ten (10) years business and technical experience performing relevant services in populated buildings;
   g. Provide names and resumes of personnel that will perform services under this Contract that have National Institute of American Service Excellence (ASE) diesel mechanic certification;
   h. Provide names and resumes for the licensed master electrician(s) that will be performing services under this Contract; and
   i. Contractor must maintain a branch/office within one (1) hour of Williamson County throughout the duration of this Contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

4. **PROPOSED METHODOLOGY: <10 pts>**
   a. A detailed plan outlining the methodology intended to be employed by the Respondent that demonstrates the processes of implementation regarding the requirements of the Contract. This shall include, but not be limited to:
      i. Explanation of processes and techniques used to understand and calculate costs to provide the services under this Contract;
      ii. Explanation how problems encountered will be diagnosed and remedied;
      iii. value engineering;
      iv. maintaining budgets;
      v. ensuring employee retention;
      vi. training and certification requirements for employees;
      vii. provide plan as to how equipment maintenance schedules will be maintained;
   b. Provide plan on how unscheduled service calls will be received and routed to maintain response times as per contract requirements;
   c. Provide number of staff and their roles that will be assigned to support this contract;

d. Company workload in proportion to the services outlined in the Contract;
e. Coordination of work with partners/affiliates/subcontractors; and
f. Explain communication procedures regarding problems encountered or completed projects status to the Contract Administrator.

5. **QUALITY CONTROL & SAFETY PROGRAM: <10 pts>**
   a. **Quality Control/Quality Assurance:**
      i. The Respondent shall provide the name and job title of the person in the organization who oversees the quality assurance program. Respondent shall describe its quality assurance program, quality requirements and means of measurement and shall provide process flow charts on how quality is maintained and achieved. The Respondent shall describe its policy regarding establishing quality control processes similar to the International Standard Organization (ISO) 9000 and other in-place controls for adherence to budget, quality, safety and schedule. Williamson County reserves the right to require a copy of the quality assurance manual and quality control processes which, if awarded the Contract, must be maintained by Contractor during the term of the Contract.

   b. **Contractors Safety Record:**
      i. The Respondent shall provide its workers' compensation experience modification rate - EMR - for the last five (5) years as part of the proposal. This shall be submitted by Respondent's insurance carrier on their letterhead. In addition, Respondent shall provide the name and job title of the person in the organization who manages the safety program and a description of such program. Williamson County reserves the right to require a copy of the safety manual, which shall be maintained by Contractor during the term of the Contract.

6. **EXECUTION OF PROPOSAL: <P/F>**
   a. The Attachment C – Execution of Proposal shall be completed as directed, signed by the individual or an authorized agent of the business entity submitting the proposal, and returned with the proposal. Failure to sign where indicated may result in disqualification of proposal.

7. **LITIGATION HISTORY: <P/F>**
   a. Provide details of all litigation history, including but not limited to administrative claims and proceedings and arbitration within the past five (5) years**.**
   b. Respondents involved in litigation, depending upon the circumstances of the litigation, may be disqualified at the sole discretion of Williamson County.

8. **REFERENCES: <10 pts>**
   a. Include a minimum of three (3) references on Attachment E – Contractors Qualifications Form from clients for whom similar services were performed or products were provided.
   b. Include project description, contact names, position, company name, telephone number, and email address for each reference.

2. **Order Precedence**:
   A. In the event of conflicts or inconsistencies between this RFP and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

      i. Attachment A - Service Contract;
      ii. Request for Proposal (includes all remaining Attachments), and
      iii. Respondent's response to Request for Proposals.

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Attachment B:

FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

Respondent Name: _____

Quarterly, annual and triennial inspections; generator locations; and Unit Price Bidding Sheet: Williamson County reserves the option to add facilities/generators to this Contract that are similar in scope, at the contract rates. The facilities are listed as follows:

#	**Facility Name** **Address** **Make** **Model/Serial #, KW, Fuel Type**	**Quarterly Inspection Cost***	**Quarterly & Annual Inspection Cost****	**Quarterly, Annual Inspection & Triennial Cost*****	**Annual Fuel Testing**	**Generator Site Visit @ Bid Yes / No**
1.	**Round Rock Annex Bldg A** 211 Commerce Cove, Round Rock Baldor Model #IDLC80-J2S, Serial #P0508290007, 180 kW Diesel	$	$	$	$	
2.	**Central Maintenance Facility** 3151 SE Inner Loop, Georgetown Onan Model #GGFB-3388565, Serial #B000062477, 35 kW NG	$	$	$	N/A	
3.	**Juvenile Justice Center** 200 Wilco Way, Georgetown Generac Model #2254270400, Serial #2066635, 200 kW Diesel	$	$	$	$	
4.	**Emergency Services Operations Center** 911 Tracy Chambers Lane, Georgetown Cummins Model #DQFAD-1206664, Serial #F120358177, 1000 kW Diesel	$	$	$	$	
5.	**South Jail** 508 Rock St, Georgetown Generac Model #SD0400KG22125D18HPYY3, Serial #9159996, 400 kW Diesel	$	$	$	$	
6.	**North Jail** 508 Rock St, Georgetown Cummins Model #DFLE-5583568, Serial #K020442322, 1500 kW Diesel	$	$	$	$	
7.	**Georgetown Health Dept** 102 W. 3rd St, Georgetown Sentry Pro Model #SPL-1000-325, Serial #AH 2-200, 109 kW Diesel	$	$	$	$	
8.	**Taylor Health Dept.** 115 W. 6th St., Taylor Baldor Model #IDLC-150-JD, Serial # P071015001, 150 kW Diesel	$	$	$	$	
9.	**Cedar Park Annex** 350 Discovery Blvd, Cedar Park Shindaiwa Model # DGK45C, Serial #71041-0000471, 36 kW Diesel	$	$	$	$	

Attachment B:

FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

#	**Facility Name** **Address** **Make** **Model/Serial #, KW, Fuel Type**	**Quarterly Inspection Cost***	**Quarterly & Annual Inspection Cost****	**Quarterly, Annual Inspection & Triennial Cost*****	**Annual Fuel Testing**	**Generator Site Visit @ Bid Yes / No**
10.	**WCCHD** 355 Texas Ave, Round Rock Cummins/Onan Model #C35 D6, Serial # K170274292, 35 kW Diesel	$	$	$	$	
11.	**North Campus- Impound Yard** 3181 SE Inner Loop, Georgetown Kohler Model #15REOZK, Serial #SGM32JKH7, 15 kW Diesel	$	$	$	$	
12.	**North Campus – EMS Training** 3189 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #SGM32JKJW, 80 kW Diesel	$	$	$	$	
13.	**North Campus – Fuel Station** 3161 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #TBD, 80 kW Diesel	$	$	$	$	

Attachment B:

FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

GENERATOR RENTAL RATES – As Needed*****

Generator Size	Daily	Weekly	Monthly
35 KW			
200 KW			
400 KW			
1000 KW			
1500 KW			

Cables	Daily	Weekly	Monthly
4/0 Cable, 50' Length			
4/0 Female Pigtails			
4/0 Male Pigtails			

***Performed three (3) times per year in 1st, 3rd & 4th quarters.**

****Performed once per year and includes quarterly inspection done in the second quarter**

*****Performed once during the second quarter every third year with first service in 2020.**

******Indicate Yes (Y) or No (N) in dedicated column for each listed generator, if site visit occurred prior to bid submission.**

*******Pricing includes mobilization, delivery, hook-up, disconnect, and pick-up fees.**

ADDITIONAL SERVICES – Labor and Material for Remedial Repairs

Labor – Remedial Repairs:

Hourly Labor Rate for contracted services – The following prices are for services that are not included in the quarterly, annual inspections, or triennial services due to unusual inspection/preventative maintenance fees, quoted above, are combined fees that should not be double billed.

Labor Rate for Service:	Hourly Rate
Normal Working Hours – Remediate Repairs	$
Overtime Hours – Outside of normal working hours	$

Materials – Remedial Repairs:

Materials not covered under quarterly, annual or triennial inspections:

- Contractor shall invoice at MSRP/List***** price less _____ percent.

Materials purchased at local retail suppliers by Contractor field staff:

- Contractor shall invoice at cost (sales receipt/invoiced price).

*****MSRP/List – Williamson County reserves the right to request from Contractor any published or printed catalog that reflects MSRP/List price for verification purposes.

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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:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

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:

Attachment E

Contractor's Qualifications Form

Company Profile:					
Company Name					
Federal EIN #					
Other Company Locations:					
List:					
Length of Time Company has been in business:		Year		Months	
Has company done business under a different name, give name and location:					
Name			Location:		
# of Full-Time Employees:			# of Part-Time Employees:		
# of Service Technicians:			# of Electricians:		
Has company failed to complete or defaulted on a contract?					
No:		Yes		If Yes, explain below:	
Explanation:					
Local Branch/Office Location:					
Street Address:					
City:			Zip:		
Length of Time Branch Office has been in operations:		Year		Months	
Geographical Coverage Area (Cities or Counties Supported by Branch):					
List:					
# of Full-Time Employees:		# of Part-Time Employees			
Total # of Service Tech in Local Branch/Office					
Estimated Number of Service Techs assigned to support contract:					

Individual Qualifications Assigned to Contract:	
Name:	Licenses/Certifications:
1	
2	
3	
4	
5	
6	

Attachment F

Inspection Checklist Emergency Generator and Automatic Transfer Switch				Date:
Inspection Type	**_____ Quarterly**	**_____ Annual**	**_____ Triennial**	
Williamson County Work Order Number:		**Location:**	**Fuel Type**	
Vendor Technician:		**Generator Make/Model/Serial #**	**Voltage**	
Hour Meter:		**Transfer Switch Make/Model/Serial #**	**Phase**	

1. Generator	**3. Engine Lubrication**	**5. Instrumentation**
Windings	Oil Leve	Oil Pressure Gauge ____ PSI
Bearings	Oil Changed Y / N	Water Temp Gauge
Brushes	Filter Changed Y / N	Ammeter ___ DC Amps
Leads and Connections	Oil Sample Take Y / N	AC Electric Meters
Circuit Breaker	Condition of Crankcase Breather	Control Panel Wiring
Circuit Breaker	Blowby	Indicator Lamps Changed Y / N
Mounts / Bolts	Tubes / Lines / Seals	**6. Air Induction & Exhaust**
Noise	Gaskets	Condition of Precleared
Voltage Load ____ VAC	Governor Oil Level	Air Filter Changed Y / N
Frequency No Load ___ HZ	**4. Engine Electrical**	Condition of Filter Housing
Frequency Load ____ HZ	Battery Water Level	Inlet Piping Gasket, Etc.
Amperage Load ____ AMP	# of Batteries ____	Condition / Sound of Turbo
Auto Start / Stop	Age of Battery ___	Turbo Oil Leaks
Shutdowns	Batteries Changed Y / N	Exhaust Pipes
Pre alarms	SG Battery 1 _ _ _ _ _	Silencer Drain Cond. Trap
Remote Annunciator	Load Test Good / Fair / Week	Rain Cap
2. Colling System	SG Battery 2 _ _ _ _ _	Exhaust Manifold
Radiator Core Condition	Load Test Good / Fair / Week	Exhaust Smoke
Radiator Cap	SG Battery 3 _ _ _ _ _	**7. Fuel System**
Coolant Level	Load Test Good / Fair / Week	Primary Filter Changed Y / N
Anti-Freeze PT _____	SG Battery 4 _ _ _ _ _	Secondary Filter Changed Y / N
PH Level _____	Load Test Good / Fair / Week	Lines and Connections
Coolant Changed Y / N	Battery Cleanliness	Priming Pump
Hose and Clamps	Cables and Posts	Carburetor / Mixer
Hose Changed Y / N	Alternator Condition	Fuel Solenoid / Regulators
Gaskets and Connections	Alternator Belt	Operations of Governor / Control
Pressurized ___ lbs for 10 min	Wiring and Controls	Day Tank Leaks / Operations
Belts and Pulleys	Operations of Glow Plugs	Water in Tank Y / N
Belt Tension	Alternator Output ____ VDC	Fuel Sample Y / N
Belts Changed Y / N	Battery Charger Output ____VDC	Fuel Added Y / N
Fan Bearings / Blades	Starting Motor	% of Fuel in Tank _____
Water Pump	Spark Plugs	**8. Transfer Switch**
Coolant Heater ___ Degrees F	Spark Plug Wires	Wiring
Block Heater Changes Y / N	Distributor Cap Rotor	Connections Temp / Corrosion
Heater Thermostat		Contactor Operation
		Contacts
		Timers / Controls Operation
		Transfer Test Done Y / N

Technician Comments:	
Parts Used & Quantity:	
Williamson County Contract Administrator Signature and Date:	

Attachment G

Generator Schedule

Generator Location	FY 19 and FY 21												FY 20											
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept
Round Rock A	**Q**			A			Q			Q			**Q**			T			Q			Q		
Central Maintenance	**Q**			A			Q			Q			**Q**			T			Q			Q		
Juvenile Justice Center		**Q**			A			Q			Q			**Q**			T			Q			Q	
ESOC		**Q**			A			Q			Q			**Q**			T			Q			Q	
Jail - South	**Q**			A			Q			Q			**Q**			T			Q			Q		
Jail - North	**Q**			A			Q			Q			**Q**			T			Q			Q		
Georgetown Health Dept	**Q**			A			Q			Q			**Q**			T			Q			Q		
Taylor Health Dept	**Q**			A			Q			Q			**Q**			T			Q			Q		
Cedard Park Annex		**Q**			A			Q			Q			**Q**			T			Q			Q	
TX Ave - WCCHD	**Q**			A			Q			Q			**Q**			T			Q			Q		
North Campus - Impound		**Q**			A			Q			Q			**Q**			T			Q			Q	
North Campus - EMS		**Q**			A			Q			Q			**Q**			T			Q			Q	
North Campus - Fuel Station		**Q**			A			Q			Q			**Q**			T			Q			Q	

* Q = Quarterly or Level 1 Inspections
** A = Annually or Level 2 Inspections
*** T = Triennial or Level 3 Inspections

**** Last month of each Quarter - December, March, June and September - held for rescheduling, repairs, or other applicable reason as approved by the Contract Administrator

Attachment H

RFP CHECKLIST

Title: Emergency Generator and Automatic Transfer Switch Preventative Maintenance, Repair and Rental Services

Opening Date: November 21 ,2018 at 10:30am

Respondent Name and Address:

_____ Contact:_____

_____ TX Identification #:_____

_____ Office Phone:_____

_____ Mobile Phone:_____

_____ Email:_____

1. Submitted one (1) original:
   - Company information _____ <5pts>
   - Attachment B – Facilities, Equipment List, Compensation and Fees _____ <65 pts>
   - Attachment C – Not Included _____ <NA>
   - Relevant Experience and Qualifications
     - Attachment D – Bidder References _____ <pass/fail>
     - Attachment E – Contractor's Qualifications Form _____ <20 pts>
   - Attachment F – Inspection Checklist _____ (Mandatory)
   - Attachment H – RFP Checklist _____ (Mandatory)
   - Acknowledgement of Addenda, if applicable _____ (Mandatory)
   - Bid Bond _____ (Mandatory)
   - Litigation History _____ <pass/fail>
   - Methodology _____ <5 pts>
   - Quality Assurance/Quality Control & Safety Program _____ <5 pts>

PROPOSAL AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

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

☐	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.

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

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

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Question and Answers for Bid #1810-269 - Emergency Generator And Automatic Transfer Switch Preventive Maintenance, Repair

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **29.**

Meeting Date: 11/06/2018

Awarding RFCSP # 1806-239 River Ranch County Park

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFCSP #1806-239 River Ranch County Park Phase I Development to the overall best respondent Ritter, Botkin Prime Construction Company, Inc. and authorizing execution of the Agreement between Owner and Contractor for the construction of the River Ranch County Park Phase I Development.

Background

Purchasing solicited competitive sealed proposals for River Ranch County Park Phase I Development. A total of 20,784 suppliers were invited to submit proposals of which 174 suppliers viewed the request. We received a total of 2 responsive proposals, 1 non-responsive proposal and 5 no bids. The evaluation committee evaluated the 2 responsive proposals and both respondents were invited to interview with the committee. After careful consideration of the proposals, scoring criteria, interviews and presented value engineering options, it is the recommendation of the evaluation committee that Ritter, Botkin Prime Construction Company, Inc. be awarded this project for a total amount of $11,040,192.26. Point of contact is Randy Bell and Funding Source is P315.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Evaluation Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 09:00 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 09:08 AM
Form Started By: Thomas Skiles		Started On: 10/31/2018 08:06 AM
Final Approval Date: 11/01/2018		

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

The **Owner**:	Williamson County 710 Main Street, Ste. 101 Georgetown, Texas 78626
and **Contractor**	Ritter, Botkin Prime Construction Company, Inc. 20907 Martin Ln. Pflugerville, TX 78660
for the **Project**:	River Ranch County Park Phase I Development
Architect:	Design Workshop 800 Brazos Street, Suite 490 Austin, TX 78701

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and Ritter, Botkin Prime Construction Company, Inc. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the River Ranch County Park Phase I Development (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
b. The Uniform General Conditions for Williamson County ("General Conditions");
c. The Supplementary or Special Conditions, if any;
d. All Addenda issued prior to the Effective Date of this Agreement;
e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
f. All Change Orders issued after the Effective Date of this Agreement;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within three hundred thirty-five (335) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within thirty (30) calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **$11,040,192.26**

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

$2.0 Million

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.

b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day ($500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to:

Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor:

Brian Ritter, President
Ritter, Botkin Prime Construction Company, Inc.
20907 Martin Ln.
Pflugerville, TX 78660

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Bob Lubecker, Project Manager
Williamson County Facilities
Phone (512) 943-1625

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Brian Ritter, President
Ritter, Botkin Prime Construction Company, Inc.
Phone (512) 244-7799
Fax (512) 990-9886

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY Williamson County, Texas	Ritter, Botkin Prime Construction Company, Inc.
By:_____	By:_____
Printed Name:_____	Printed Name: Brian Ritter
Title:_____	Title: President
Date:_____, 2018	Date: October 29, 2018

EXHIBIT 1

Minimum Insurance Coverages
and
Minimum Coverage Amounts

A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.

B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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

3. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

5. Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

    (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner 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 Owner in writing by certified mail or personal delivery, within 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 who it contracts to provide services on a project, to:

    (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 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 the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner 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 Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

OFFICE MEMORANDUM

Date: October 17, 2018

COORDINATION — ROUTING			
Dept.	Name	Initial	Date
Purchasing	Blake Skiles		

To: Randy Barker, Purchasing Director

From: Randy Bell, Parks Director Randy Bell

Subject: Request for Competitive Sealed Proposals
Bid #1806-239 - River Ranch County Park Phase I Development

Re: Proposal Evaluation

Remarks:

Return To:

The Parks & Recreation Department received three (3) proposals from the Purchasing Department on July 30, 2018 for the RFCSP on River Ranch County Park Phase I development.

Each responsive proposer was asked during the interview phase to provide value engineering options. After considering interview responses, value engineering proposals, scope modifications, and contract negotiations, the following is a summary of proposals:

1.	Sudderth Brothers Cont., Inc.	$ 217,766.30 (non-responsive)
2.	Prime Construction Company, Inc.	$11,040,192.26
3.	DeNucci Constructors, LLC	$11,456,836.11

Proposals have been reviewed and Prime Construction Company Inc. is determined to be the overall best proposer, and best value for the county. Prime Construction Company, Inc. proposed numerous value engineering suggestions to improve the project, thereby reducing costs with some aspects of the project. Value engineering reductions and increased funding allowed the county to add alternates to the project, which will be reflected in the final contract.

Prime Construction Company, Inc. has successfully completed numerous projects with elements that are commensurate with the elements found in the River Ranch County Park project. These projects include numerous Amenity Centers, Nland Surf Park, Hawaiian Falls Water Park, and most recently Phase I development of Garey Park for the City of Georgetown. With the Garey Park project, Prime Constructors Company Inc. constructed over ten (10) miles of trails and pathways, numerous pavilions, restrooms, playgrounds, roads, and related utilities. Many aspects of the project construction were conducted in environmentally sensitive areas in full coordination with city, county, state, and federal inspections. Some parts of the project were also near the South San Gabriel River and created special concerns that also relate to River Ranch County Park Phase I development.

After review and consideration of the proposal responses, the ongoing quality of work, the selection criteria of proposed personnel, and experience and reputation, the Parks & Recreation Department recommends that the best overall value proposer Prime Construction Company, Inc., be awarded the contract for construction of River Ranch County Park Phase I development.

EVALUATION - River Ranch County Park Phase I
RFCSP 1806-239

Evaluation Criteria	Maximum Score Points		DeNucci Constructors		Prime Construction			
Proposed Personnel	20		17		19			
Experience & Reputation	30		24		26			
Office Location *10 Points for Office Location in Williamson County or Adjacent County, 5 Points for Office Location Outside of the Acceptable Radius, 1 Point for Office Location Outside of Texas*	10		10		10			
Price *40 Maximum Points for Pricing X (Lowest Respondent's Price Proposal Amount /Respondent No. X's Price Proposal Amount)*	40		38 *See note (1)		40 *See note (2)			
TOTAL	100	0	89	0	95	0	0	0

(1) DeNucci submitted initial low proposal price $11,456,836.11. Each vendor was asked to present value engineering options in the interview process and DeNucci did not provide any value engineering options.

(2) Prime submitted initial high proposal price $11,632,106.26. Each vendor was asked to present value engineering options in the interview process and Prime presented VE options. After contract negotiations and further VE deductions the final price adjustment from Prime came in at $11,040,192.26.

Commissioners Court - Regular Session **30.**

Meeting Date: 11/06/2018

Advertisement Approval RFQ 1810-270 Small Project Architectural Services

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Small Project Architectural Services under RFQ #1810-270.

Background

Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering design services and construction administration services for small project Architectural Services. Projects will be funded from multiple sources as needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFQ Package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 09:02 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 09:08 AM
Form Started By: Thomas Skiles		Started On: 10/31/2018 08:23 AM
Final Approval Date: 11/01/2018		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Small Project Architectural Services

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Dec 6, 2018 3:00:00 PM CST
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Dec 6, 2018 3:00:00 PM CST

Notice is hereby given that sealed Qualifications 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 Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

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

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

Respondents are strongly encouraged to carefully read this entire RFQ.

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

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.

- ✓ If mailed or delivered in person, Qualifications and Qualification 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 RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

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

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1810-270
Small Project Architectural Services

Bid Number	1810-270
Bid Title	Small Project Architectural Services
Bid Start Date	In Held
Bid End Date	Dec 6, 2018 3:00:00 PM CST
Question & Answer End Date	Nov 30, 2018 5:00:00 PM CST
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**1 year**
Contract Renewal	4 annual renewals
Prices Good for	**Not Applicable**
Pre-Bid Conference	**Nov 29, 2018 10:00:00 AM CST** **Attendance is mandatory** **Location: 3151 Southeast Innerloop** **Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering design services and construction administration services for small project Architectural Services.**

Item Response Form

Item	**1810-270--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

General Statement of Request

Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering (also referred to herein as "A/E") design services and construction administration services for various small projects. Most if not all projects will be renovations of existing facilities. At a minimum, the technical areas of services required are: architectural, civil engineering, structural engineering, mechanical engineering and electrical engineering professional services.

Project Description:

Williamson County in general intends to:

- Design multiple remodel projects over the course of the contract.
- Some examples of possible projects can be seen in the following non-comprehensive list:
  1. Remodel of existing shell space into a courtroom.
  2. General building remodels.
  3. Assistance in bringing existing buildings into ADA compliance.
  4. HVAC, lighting and plumbing upgrades.

Scope of Services Requested:

The Scope of Services is anticipated to be divided into the following four phases for each small project:

- Programming and Schematic Phase
- Design Phase
- Bidding or Negotiation Phase
- Construction Administration Phase

The phases are further outlined as follows:

Programming and Schematic Phase:

The Programing Phase schedule will be determined at the time of the execution of the Work Authorization.

In coordination with the County's Construction Manager;

The A/E shall:

1. Meet with County staff involved in the project to determine needs of the building program.
2. Prepare Schematic floor plans for review and approval by county.
3. Outline proposed mechanical, electrical, structural, data and plumbing systems.

Design Phase:

The Design Phase shall occur after the County's written approval of the Schematic Design.

The A/E shall:

1. Prepare Design Documents, including plans, specifications and estimates, to fix and describe the size and character of the project, including but not limited to architectural, structural, mechanical, electrical, and any specialty systems and materials. Cost estimates shall include, at a minimum, all site work, building construction, equipment and utilities necessary to provide a functional facility.
2. Make presentations to County staff and elected officials.
3. Obtain any necessary approvals from review and permitting authorities (local planning & building department).

Bidding or Negotiation Phase

The A/E shall:

1. Prepare bid package.
2. Oversee Pre-Bid Meeting & prepare addendums (as needed).
3. Review bids and provide written recommendation(s) to staff.
4. Oversee Pre-Construction Meeting.
5. Prepare addenda; review prior approval requests.
6. Make recommendations on Bids/Proposals received.

Construction Administration Phase

The A/E shall:

1. Attend pre-construction conferences.
2. Shop drawing and submittal review.
3. Provide site observations/inspections to ensure Contractor is performing in compliance with plans and specifications.
4. Answer Contractor's RFI's to resolve field/design issues.
5. Review Contractor's Applications for Payment and recommend for approval.
6. Provide substantial and final completion inspections and prepare punch lists.
7. Review, approve, and provide a final report of inspections.
8. Provide independent estimates on Proposed Change Orders. Williamson County will negotiate Change Orders with the Contractor and the A/E will provide support.
9. Review "as-built" drawings and edit for accuracy.

Bid Comment

Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering design services and construction administration services for various small projects. Most if not all projects will be renovations of existing facilities.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.

The response shall be structured as defined below:

Please be succinct and respond to each criterion listed in the Evaluation Criteria section of the RFQ. A page shall be considered as a single side of an 8.5 inch by 11 inch page. Minimum font size for text is 12-pitch except on exhibits where a minimum font size of 8 is permissible. Respond in the order the evaluation criteria is listed in the RFQ.

The SOQ shall contain:

Page 1: A transmittal letter stating the name, physical address, email address and telephone number of the proposed project manager (Limited to one page maximum).

Page 2: An organizational chart listing all firms included on the team. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project.

Page 3-7: Response to RFQ criteria (Limit of four pages maximum for the four criteria combined. No individual criteria limit.)

Page 8: Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience. (Limit of four pages maximum for each individual resume included. There is no limit to the number of resumes that may be included)

Each Statement of Qualification (SOQ) received in response to this Request for Qualifications will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of

the firm. **No projects** should be included directly or by reference that have not been worked on by the individuals proposed for this project. All respondents submitting qualifications shall be evaluated on the following four points (A-D).

Evaluation Criteria

A. Architect's proposed staff experience/qualifications (40 points)
    1. Experience/Qualifications as listed in the project description.
    2. Experience in Central Texas or similar conditions.

B. Structural Experience/Qualifications (10 points)
    1. Experience/Qualifications as listed in the project description.
    2. Experience in Central Texas or similar conditions

C. HVAC and Electrical Experience (15 points)
    1. Experience/Qualifications as listed in the project description.
    2. Experience in Central Texas

D. Project Manager Experience/Qualifications (15 points) (The project manager is the individual that will be at all meetings with the County staff and is in daily responsible charge of the project).
    1. Experience/Qualifications as listed in the project description.
    2. Experience in Central Texas or similar conditions.

Selection Process

Respondents are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial SOQs and/or may have interviews with some or all of the respondents to determine its final recommendation. If interviews are to be held, invitations for interviews are anticipated to be deliver by close of business December 10, 2018. Interviews, if held, are tentatively scheduled for December 14, 2018. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County,** a body corporate and politic under the laws of the State of Texas, hereinafter "County", and _____, hereinafter "A/E".

R E C I T A L S

The County intends to _____, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional architectural and engineering services for the Project, which are acceptable to the County, based on standard architectural and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

D. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. The following documents shall be used in the development of the Project:

   a. National Environmental Policy Act (NEPA);
   b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
   c. Americans with Disabilities Act (ADA) Regulations;
   d. International Building Code, current edition as updated
   e. National Electrical Code, latest edition;
   f. Williamson County Design Criteria & Project Development Manual, latest edition; and
   g. All other local, state and federal documents, codes and regulations to which the Project must comply.

3. As part of the Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.

4. The detailed Scope of Services to be provided by the County for the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

5. The detailed Basic Scope of Services for the Project to be provided by the A/E is set forth herein as **Exhibit "B"** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth **Exhibit "C"**.

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the A/E for any Additional Services and charges in an amount in excess of $_____.

SECTION IV

TIME FOR PERFORMANCE

A. Time for Performance. A/E agrees to complete the services called for in **Exhibit "A"** in accordance with the Production Schedule set forth in **Exhibit "D"**.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Submittal Process. A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "D"**.
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any

required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Agreement has been achieved.

5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the needs of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's A/E Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

SECTION VI

THE A/E'S COMPENSATION

For and in consideration of the Basic Services rendered by the A/E, and subject to the limit of appropriation under Section X, the County shall pay to the A/E a lump sum amount of **$**_____ hereinafter called the "Lump Sum Amount" plus the amount payable under Section III (Additional Services).

A/E and County acknowledge the fact that the Lump Sum Amount stated above is the total estimated costs of the Basic Services to be rendered under this Agreement. This Lump Sum Amount is based upon the labor and non-labor costs estimated to be required in the performance of the various phases of Basic Services provided for under this Agreement. The compensation for the Basic Services shall be paid by County based on the following milestones:

1. County approval of schematic design: _____% of Lump Sum Amount
2. County receipt of 50% design drawings: _____% of Lump Sum Amount
3. County approval of design drawings, specifications and estimate: 15% of Lump Sum Amount
4. County approval of construction drawings, specifications and contract documents: _____% of Lump Sum Amount
5. _____ months after County approval of construction drawings, specifications and contract documents: _____% of Lump Sum Amount

6. _____ months after County approval of construction drawings, specifications and contract documents: _____% of Lump Sum Amount
7. _____ months after County approval of construction drawings, specifications and contract documents: _____% of Lump Sum Amount
8. One year after County approval of construction drawings, specifications and contract documents or upon Issuance of Notice of Substantial Completion of the entire project by the County whichever is sooner: _____% of Lump Sum Amount
9. Notice of Substantial Completion of entire project is issued by the County: _____%
10. Notice of Project Final Completion of entire project is issued by the County and all required deliverables have been received by the County: _____%

SECTION VII

TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the Basic Services provided for in this Agreement, as described in **Exhibit "B"**, payments for Basic Services shall be made based upon the milestones completed as described in Section VI. Upon completion of a milestone, the A/E shall submit a sworn statement to the County detailing the milestone completed and the amount of payment due for achieving the milestone.

During the performance of Additional Services as described in Section III, on or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the A/E shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the Additional Services provided for by this Agreement which were completed during such calendar month, the compensation which is due which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements for both Basic and Additional Services within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

B. Interest and Late Payments. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

C. Right to Audit. A/E agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time by notice in writing to the A/E. Upon receipt of such notice, the A/E shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the A/E shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the A/E: _____
_____
_____

Attention: _____

To the County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

LIMIT OF APPROPRIATION

A/E does understand and agree, said understanding and agreement being of the absolute essence of this Agreement, that the total maximum compensation that A/E may become entitled to hereunder and the total maximum sum that County shall become liable to pay to A/E hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $_____.

SECTION XI

SUCCESSORS AND ASSIGNS

The County and the A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII

INSURANCE REQUIREMENTS

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "E" -** Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "E"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the A/E's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION XIII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIV

COMPLIANCE AND STANDARDS

The A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural and engineering professions to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for the A/E's sole use in preparation of studies or reports for Williamson County only. The A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such

documents in the preparation of other work for any other client, without the prior express written permission of the County.

SECTION XVI

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

SECTION XVII

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII

AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XIX

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XX

SEVERABILITY

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

SECTION XXI

VENUE AND GOVERNING LAW

This Agreement shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson

County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SECTION XXII

EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION XXIII

NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

SECTION XXIV

CONSTRUCTION

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

SECTION XXV

RELATIONSHIP OF THE PARTIES

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

SECTION XXVI

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or

alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

EXHIBITS

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the A/E shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Agreement shall be effective as of the date of the last party's execution of this Agreement.

WILLIAMSON COUNTY:

By: _____
Dan A. Gattis

Williamson County Judge

Date Signed: _____ ____, 20____

A/E:

Name of Company: _____

By:_____

Printed Name:_____

Title:_____

Date Signed: _____ _____, 20___

Exhibit “A”

Scope of Services to be Provided by the County

Exhibit “B”

Basic Scope of Services to be Provided by the A/E

Exhibit "C"

Hourly Rates

Position Classifications	Hourly Rates
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____

Note 1: Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable from the date of the last party's execution of this Agreement until eighteen months thereafter.

Exhibit “D”

Production Schedule

Exhibit "E"

Insurance Requirements

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.
B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
D. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the A/E's insurance must be declared and approved in writing by County in advance.

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

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

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this 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 under this Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Question and Answers for Bid #1810-270 - Small Project Architectural Services

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **31.**

Meeting Date: 11/06/2018

extension of 1711-196 Crushed Granite

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Crushed Granite contract #1711-196 with Heartland Quarries, LLC, for the same pricing, terms and conditions as the existing contract for the term of December 5, 2018 - December 4, 2019.

Background

Road & Bridge Department has submitted a Vendor Performance Report (VPR) that reflects that the vendor met all requirements on contract and are requesting renewal. Funding source for this requirement is in the FY19 Budget under Base and Stabilizer 200.210.003551.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 09:05 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 09:08 AM
Form Started By: Dianne West		Started On: 10/31/2018 08:50 AM
Final Approval Date: 11/01/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	Heartland Quarries, LLC		
Vendor Address:	1405 E. Riverside, Austin, TX 78741		
Purpose/Intended Use of Product or Service (summary):			
Crushed Granite			
P.O./Contract Number:	1711-196	**Effective Date:**	12/05/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	12/04/2019
Requested By:	Terron Evertson, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Form 1295 ; AND
  - Renewed Certificate of Insurance if required in original bid/proposal
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	December 5, 2018 – December 4, 2019
Initial Contract Period	December 5, 2017 – December 4, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Heartland Quarries LLC

Name John Schuler

Title Manager

Signature _____

Date 10/22/18

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **32.**

Meeting Date: 11/06/2018

Williamson County Pollution Liability Insurance renewal request

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on renewal of Williamson County Pollution Liability Insurance for Fleet Services, regarding Third Party Liability Insurance, Corrective Action and Clean-up Costs for the Storage Tank Pollution with Commerce And Industry Insurance Company, under Policy #PLC000168373 for the term of 12/18/18 - 12/18/19.

Background

This is a recurring annual policy that is required for three underground storage tanks. Point of contact is Kevin Teller, Fleet Services and the funding source for this is 0882.0882.004416 – Other Liability Insurance. The policy will be issued after Commissioners Court approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Pollution Liability Insurance renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 09:09 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 09:13 AM
Form Started By: Dianne West		Started On: 10/31/2018 11:12 AM
Final Approval Date: 11/01/2018		

Storage Tank Third Party Liability

TankGuard ® Renewal Warranty

NAMED INSURED: Williamson County
INSURER: Commerce and Industry Insurance Company

POLICY NUMBER: PLC000168373
POLICY PERIOD: 12/18/18 - 12/18/19

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☑ $1 million/$1 million ☐ $1 million/$ 2 million ☐ $2 million/$2 million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☐ $5,000 ☑ $10,000 ☐ $25,000 ☐ $50,000 ☐ $100,000

For Deductibles above $50,000, please include your most current audited financial statement.

AIG

Renewal Warranty Acknowledgement

APPLICANT: _____ (Signature)

Williamson County

APPLICANT: _____ (Print Name)

DATE: _____

BROKER: JI Special Risks Insurance Agency, Inc. (Firm)

10535 Boyer Boulevard, Suite 100
Austin, TX 78758- (Street Mailing Address)

Ms. Shela Ferrell (Contact person)

512-427-2487 (Phone #, Fax #, Email Address)

_____ (Signature of Broker or Agent)

1575 (License Number and State)

742538186 (Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.chamberagent.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Commissioners Court - Regular Session **33.**

Meeting Date: 11/06/2018

RT Lawrence Sole Source

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting RT Lawrence Corporation from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for RTLFirst remittance and processing system for the Williamson County Tax Office and authorizing the execution of the agreement.

Background

Currently the Tax Office uses RT Lawrence hardware and software for remittance and processing. RT Lawrence is the only company who can perform maintenance on their product at risk of voiding warranty. The Sole Source posting was in BidSync for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. The annual amount of $11,723.46 is budgeted in funding source 0100.0499.004505. Funding was approved in the FY19 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 11:14 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Jayme Jasso		Started On: 11/01/2018 09:26 AM
Final Approval Date: 11/01/2018		

WILLIAMSON COUNTY
1848

Purchasing Department

10/31/18

Williamson County Commissioners Court

Re: Sole Source recommendation for RT Lawrence Corporation

Dear County Judge and Commissioners,

Recently our Tax Assessor/Collector Office made a renewal request for an existing contract with RT Lawrence Corporation. These actions require new qualification as a **sole source provider of warranty and maintenance for RTLFiRST remittance and processing system. These services are supplied only by RT Lawrence Corporation who is the owner, and the only provider of this service. Installation of any hardware or software into the remittance processing system that is NOT purchased from RTL would void all warranties.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Larry Gaddes, Tax Assessor/Collector
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested items/services and amendment

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

Bid #SOS-1902 - Intent To Deem R.T. Lawrence Sole Source Provider/Remittance Processing System RFI

Time Left	**closed**	**# of offers**	**0**
Bid Started	**Oct 16, 2018 9:17:36 AM CDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Oct 30, 2018 11:00:00 AM CDT	**# of suppliers viewed**	**22** (View)
Agency Information	**Williamson County, Texas, TX** (view agency's bids)	**Q & A**	Questions & Answers Questions: 2
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **Williamson County, Texas** Purchasing Department 901 S. Austin Avenue Georgetown TX 78626 **Qty** 1 **Expected Expenditure** n/a		
View Rules	Click here to change the rules for this bid.		
Bid Packet	Packet for Bid SOS-1902 [download]		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	SOS-1902
Title	Please attach all supporting documentation to this line.
Contract Duration	One Time Purchase
Prices Good for	30 days
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with R.T. Lawrence for the following item(s): remittance processing system. **THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for altemative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 11:00 AM on Octber 30th, 2018 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
Description	Williamson County, Texas intends to award a sole-source contract with R.T. Lawrence for the following item(s): remittance processing system. **THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for altemative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 11:00 AM on October 30th, 2018 showing clear and compelling evidence of competitive equivalency to the items

described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

Documents | Select All | Select None | Download Selected

1. Conflict of Interest Questionnaire (download)

= Included in Bid Packet = Excluded from Bid Packet

Contractor Advertisements | View All Ads

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

Home | Bid Search | Bids | Orders | Tools | Support | Privacy | Logout

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Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, **all Sole Source Justifications must be approved in Commissioners Court.**

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☑ **This request form completed and signed**
- ☑ **A written quote from the supplier, listing the goods, services and pricing**
- ☑ **Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are a the only Sole Source provider of the service or item needed.**
- ☑ **Notarized Sole Source affidavit completed by the supplier**
- ☑ **Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.**

Requestor Name and County Office/Department:

Requestor Title and Phone Number: Larry Gaddes/Williamson County Tax Assessor/Collector

(512) 943-1954

Requested Single Sole Source Supplier:

Company Name: R T. Lawrence

Contact Name: Karen Javerto

Address: 7740 Painter Avenue

City, State, Zip: Whittier, CA 90602

Phone Number: (862) 696-4843 ext. 105

Email: karenjoy.javerto@rtlawrence.com

Website: http://www.rtlawrence.com

Is the recommended supplier the manufacturer? Yes? No?

Does the manufacturer sell the item(s) through distributors? Yes? No?

Description of the Product or Service: (If additional space is needed, include in a separate page) *Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.*

Request is to sole source the R T Lawrence Corporation for warranty and maintenance contracts of existing hardware and software for a remittance processing system product that we purchased from them in 2009. Please find attached contracts.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".* Initial product has already been delivered. This request is for the Warranty and maintenance of proprietary software and hardware.

Estimated Cost: $_____

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☑ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☑ The recommended supplier is the only supplier capable of performing the requested service
- ☐ **A specific item is needed**:
  - ☐ To be compatible or interchangeable with existing hardware
  - ☐ As a spare or replacement hardware
  - ☐ For the repair or modification of existing hardware
  - ☐ For technical evaluation or testing

☐ **Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?** If so, please list and describe such attempts: _____

☐ **There is a substantial risk in selecting another product or service provider.** If so, please describe: _____

☑ **It is not possible to obtain competitive bids for consideration.** If so, why: _____
The product that is being serviced by the contracts is proprietary.

☑ **Are there any other companies who can provide the services or needed items**? If so, please list and provide explanation of why they were unable to meet the requirements: _____
The product is proprietary to R T Lawrence Corporation

☐ **List any other sources, suppliers, products or service providers that you reviewed in your selection process:** _____

_____

_____

☐ **List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):** _____

_____

_____

ACKNOWLEDGEMENT

☑ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☑ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: October 2, **20**18

Signature*: Larry Gaddes

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

RT Lawrence Corporation
7740 Painter Avenue
Suite 100
Whittier, CA 90602

Invoice

Date	Invoice #
9/14/2018	42817

Bill To
Williamson County Tax Office Larry Gaddes 904 S. Main St. Georgetown, TX 78626

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Annual Support from 10/01/18 to 09/30/19		
1	Opex Connect Process Module Annual Support	1,251.45	1,251.45T
1	RTLFiRST Process Module Annual Support	1,319.43	1,319.43T
1	A2iA Processor Annual Support - 1 million check/year	342.99	342.99T
1	RTLFiRST Verification Station (1) -- Annual Support	537.66	537.66T
1	RTLFiRST Verification Module Additional (2) -- Annual Support	489.25	489.25T
1	RTLFiRST Supervisor Module (1) -- Annual Support	537.66	537.66T
1	Real Time Lookup Annual Support	1,109.31	1,109.31T
1	Document Distribution Workflow Annual Support	508.82	508.82T
1	FiRSTView Imaging - Web Based Annual Support	1,697.44	1,697.44T
1	RTLFiRST Refund-Reject Generation Module Annual Support - prorated for 11/01/18 to 9/30/19 at $1,236 MV	1,133.00	1,133.00T
	RTLFiRST Click List Module (1st Station) Annual Support - prorated for 04/01/2019 to 9/30/19 at $741.60 PT	370.80	370.80T
	RTLFiRST Click List Module (2nd Station) Annual Support - prorated for 04/01/2019 to 9/30/19 at $370.80 ?	185.40	185.40T
1	RTLFirst Check 21 Annual Support ?	695.25	695.25T
1	Mitek Image Score Annual Support ?	309.00	309.00T
	RTLFiRST TxDMV Integration Module Annual Support MV	1,236.00	1,236.00T
	Out-of-state sale, exempt from sales tax	0.00%	0.00

562 696-4843 866 330-3495 Fax

Total $11,723.46

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Ravi Samtani, who after being duly sworn on oath stated the following:

My name is Ravi Samtani. My title is Corporate Secretary.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: RTLFiRST Software.
I am the sole-source supplier of this item because: RT Lawrence is the developer and sole owner of the RTLFiRST Remittance Processing System Installation or modification of any Hardware or Software into the RTLFiRST that is NOT purchased from RTL would void all warranties. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 2nd day of October, 2018.

R Samtani
[Signature]

Ravi Samtani, Corporate Secretary
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on October 2nd, 2018, by Ramon Rocha Fernandez.
[Printed Name]

Ramon Rocha Fernandez
[Signature] Notary Public

State of California
My Commission expires on May 7, 2022

RAMON ROCHA FERNANDEZ
Notary Public - California
Los Angeles County
Commission # 2241525
My Comm. Expires May 7, 2022

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
Phone: (562) 696.4843
Fax: (866) 330.3495

October 10, 2018

Mr. Larry Gaddes PCC, CTA
Tax Assessor/Collector
Williamson County Tax Assessor/Collector
904 S Main St, Georgetown, TX 78626

Dear Mr. Gaddes:

RT Lawrence's remittance processing system, RTLFiRST is a proprietary software solution developed and available only from RT Lawrence Corporation (RTL). Any Licenses, Extensions, and Support for this software can only be obtained and supported by RTL. This includes the Check Redact Subroutine.

Installation of any Hardware or Software into the Remittance Processing System that is NOT purchased from RTL would void all warranties.

Therefore, RTL should be treated as a Sole Source Provider.

Sincerely,

John Phillips

John Phillips
Director, Payment Solutions
Direct: (312) 296.2796
E-mail: John.Phillips@rtlawrence.com

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: October 10, 2018

To: To Whom It May Concern

From: Larry Gaddes, Tax Assessor/Collector

Subject: R T Lawrence Sole Source

I am recommending and request that R T Lawrence be given Sole Source status for the purpose of providing hardware and software maintenance on the product that we purchased from them several years ago.

Regards,

Larry Gaddes PCAC, CTA
Williamson County Tax Assessor/Collector

LG: jak

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Commissioners Court - Regular Session **34.**

Meeting Date: 11/06/2018

OPEX Sole Source

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting OPEX Corporation from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole source provider of warranty and maintenance for existing AS7200 scanner hardware for the Williamson County Tax Office and authorizing the execution of the agreement.

Background

Currently the Tax Office uses the OPEX AS7200 scanner for scanning a large amount of documents. OPEX is the only company authorized to perform maintenance on their product. The Sole Source posting was in BidSync for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. The annual amount of $11,145 is coming from Fund 0100.0499.004500 and was approved in the FY19 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 11:17 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Jayme Jasso		Started On: 11/01/2018 09:38 AM
Final Approval Date: 11/01/2018		

WILLIAMSON COUNTY
1848

Purchasing Department

10/31/18

Williamson County Commissioners Court

Re: Sole Source recommendation for OPEX Corporation

Dear County Judge and Commissioners,

Recently our Tax Assessor/Collector Office made a renewal request for an existing contract with OPEX Corporation. These actions require new qualification as a **sole source provider of warranty and maintenance for existing hardware for the AS7200 scanner utilized to scan large amount of documents. These services are supplied only by OPEX Corporation who is the owner, and the only provider of this proprietary service diagnostic hardware and software.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Larry Gaddes, Tax Assessor/Collector
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested items/services and amendment

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

Bid #SOS-1903 - Intent To Deem OPEX As The Sole Source Provider Of OPEX Parts And Service RFI

Time Left	**closed**	**# of offers**	**0**
Bid Started	**Oct 16, 2018 9:17:36 AM CDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Oct 30, 2018 11:00:00 AM CDT	**# of suppliers viewed**	**12** (View)
Agency Information	**Williamson County, Texas, TX** (view agency's bids)	**Q & A**	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **Williamson County, Texas** Purchasing Department 901 S. Austin Avenue Georgetown TX 78626 **Qty** 1 **Expected Expenditure** n/a		
View Rules	Click here to change the rules for this bid.		
Bid Packet	Packet for Bid SOS-1903 [download]		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	SOS-1903
Title	Please attach all supporting documentation to this line.
Contract Duration	One Time Purchase
Prices Good for	30 days
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with OPEX for the following item(s): parts and service for OPEX **THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 11 : 00 AM on October 30th 2018, showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
Description	Williamson County, Texas intends to award a sole-source contract with OPEX for the following item(s): parts and service for OPEX **THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 11 : 00 AM on October 30th 2018, showing clear and compelling evidence of competitive equivalency to the

items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

Documents | Select All | Select None | Download Selected

1. Conflict of Interest Questionnaire [download]

= Included in Bid Packet = Excluded from Bid Packet

Contractor Advertisements | View All Ads

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

Home | Bid Search | Bids | Orders | Tools | Support | Privacy | Logout

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Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, **all Sole Source Justifications must be approved in Commissioners Court.**

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☑ **This request form completed and signed**
- ☑ **A written quote from the supplier, listing the goods, services and pricing**
- ☑ **Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are a the only Sole Source provider of the service or item needed.**
- ☑ **Notarized Sole Source affidavit completed by the supplier**
- ☑ **Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.**

Requestor Name and County Office/Department:

Requestor Title and Phone Number: Larry Gaddes/Tax Assessor/Collector
(512) 512-943-1954

Requested Single Sole Source Supplier:

Company Name: OPEX Corporation
Contact Name: Lynda Hitchman
Address: 305 Commerce Drive
City, State, Zip: Moorestown, NJ 08057
Phone Number: (856) 727-1100
Email: LHitchman@opex.com
Website: www.opex.com

Is the recommended supplier the manufacturer? Yes? No?

Does the manufacturer sell the item(s) through distributors? Yes? No?

Description of the Product or Service: (If additional space is needed, include in a separate page) *Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.*

Request to sole source the OPEX Corporation for warranty and maintenance contracts of existing hardware for the AS7200 scanner utilized to scan large amount of documents.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP":* Initial product has already been delivered. This request is for the warranty and maintenance of propriety service diagnostic hardware and software.

Estimated Cost: $ 11,1454.00

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☑ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☑ The recommended supplier is the only supplier capable of performing the requested service
- ☐ **A specific item is needed**:
  - ☐ To be compatible or interchangeable with existing hardware
  - ☐ As a spare or replacement hardware
  - ☐ For the repair or modification of existing hardware
  - ☐ For technical evaluation or testing

☐ **Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?** If so, please list and describe such attempts: _____

☐ **There is a substantial risk in selecting another product or service provider.** If so, please describe: _____

☑ **It is not possible to obtain competitive bids for consideration.** If so, why: _____
The product that is being serviced by the contracts is proprietary.

☑ **Are there any other companies who can provide the services or needed items**? If so, please list and provide explanation of why they were unable to meet the requirements: _____
The service diagnostic product is propriety to OPEX Corporation.

☐ **List any other sources, suppliers, products or service providers that you reviewed in your selection process:** _____

_____

_____

☐ **List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):** _____

_____

_____

ACKNOWLEDGEMENT

☑ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☑ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: October 4, 2018

Signature*: Larry Gaddes

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

OPEX®
CORPORATION
305 Commerce Drive
Moorestown, NJ 08057-4234
Phone:(856)727-1100 *Fax:*(856)727-1955

August 21, 2018

Judy Kocian
Williamson County Tax Office
904 S. Main Street
Georgetown, TX 78626
Email: JKocian@wilco.org

Re: Quote for Maintenance

Dear **Ms. Kocian:**

Per your request, this letter will serve as a quote for Maintenance service for **10/1/18-9/30/19** for the **AS7200** and **Omation 206** at your facility in **Georgetown, TX.**

Description	**Annual Cost**
AS7200 s/n A02646	$9,220.00
Omation 206 s/n ZA02151	$1,925.00
Grand Total (pretax)	**$11,145.00**

Please note that the prices quoted above cover a **full year** of maintenance service, and are based upon current rates of one shift per machine and **prepayment annually in advance**. Upon renewal of the contract, the pricing schedule then in effect will apply. Terms of payment are net thirty (30) days from the date of invoice.

I trust that the information supplied here will be helpful. Thank you for choosing OPEX products and services. If you should have any questions, do not hesitate to contact me at (856) 727-1100.

Sincerely,
OPEX Corporation
Rebecca Spinelli
Rebecca Spinelli
Contract Billing Administrator

OPEX CORPORATION

305 Commerce Drive • Moorestown, NJ 08057
Phone: 856-727-1100 • Fax: 856-727-1955
www.opex.com

October 4, 2018

Judy Kocian
Williamson County Tax Office
904 S. Main Street
Georgetown, TX 78626
Email: JKocian@wilco.org

Re: OPEX Corporation – Sole Source Information

Dear Ms. Kocian:

If you are seeking to have a single entity provide parts and service for both your OPEX® AS7200and your OMATION® 206, please note that OPEX Corporation ("OPEX"), the sole manufacturer of such equipment, is also the sole source authorized to provide such parts and service.

Additionally, the OPEX AS7200 machines utilize proprietary service diagnostic software covered by various patents and copyrights. OPEX has not released or licensed this software to third parties. To effectively support OPEX equipment, these third parties would have to develop their own diagnostic software.

OPEX's National Service Organization is the largest and most comprehensive service organization in the industry. All of our technicians are trained at the Home Office and are directly employed by OPEX. They have undergone rigorous training in the field, and receive continuing product education on a routine basis.

Additionally, OPEX has found that third party service organizations do no perform the rigorous schedule of preventive maintenance that OPEX performs. OPEX regularly inspects your equipment at your site, and will replace all necessary parts due to normal wear and tear on the machine. Third party organizations often install used parts in the machines. OPEX only uses parts that have been pre-tested to meet our factory's standards for new machines.

I trust this information is helpful. If you have any questions, or need additional information, please do not hesitate to contact me at (856) 727-1100.

Sincerely,
OPEX Corporation

Lynda Hitchman

Lynda Hitchman | Special Projects Coordinator
LHitchman@opex.com | 856-727-1100 x2190(w) | www.opex.com

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Joseph F. Mullen, who after being duly sworn on oath stated the following:

My name is Joseph F. Mullen. My title is Director, Legal Affairs OPEX Corporation.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Maintenance service and parts as described below. I am the sole-source supplier of this item because: OPEX is the sole manufacturer and the sole single entity authorized to provide parts and service for both your OPEX AS7200 & OMATION 206. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 5th day of October, 2018.

Joseph F Mullen
[Signature]

OPEX Corporation
Joseph F. Mullen, Director, Legal Affairs
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on October 5, 2018, by Joseph F. Mullen.
[Printed Name]

Lynda J Hitchman
[Signature] Notary Public

State of NJ
My Commission expires on _____

LYNDA J HITCHMAN
Commission # 50025629
Notary Public, State of New Jersey
My Commission Expires
October 21, 2020

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: October 10, 2018

To: To Whom It May Concern

From: Larry Gaddes, Tax Assessor/Collector

Subject: Opex Sole Source

I am recommending and request that OPEX Corporation be given Sole Source status for the purpose of providing hardware maintenance on the product that we purchased from them several years ago.

Regards,

Larry Gaddes PCAC, CTA
Williamson County Tax Assessor/Collector

LG: jak

Commissioners Court - Regular Session **35.**

Meeting Date: 11/06/2018

1807-245 Bulk Fuel

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #1807-245 Bulk Fuel for Williamson County to the lowest and best bidder, Petroleum Traders Corporation.

Background

Purchasing solicited sealed bids for bulk fuel. 1,765 vendors were notified of the solicitation, 44 viewed the solicitation and 6 bids were received. After review and evaluation of the bids, it was determined that Petroleum Traders Corporation would provide the best value for the county. The funding for this is coming out of 0880.0882.003301. $1.3 million has been budgeted for fuel in the FY18-19 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Attachment 2

Attachment 3

Bid Packet Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 11:11 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Jayme Jasso		Started On: 11/01/2018 09:52 AM
Final Approval Date: 11/01/2018		

Subject: Fuel Bid for Williamson County Recommendation

The Williamson County Fleet Services Department has performed a thorough review of the six (6) bulk fuel bids submitted for IFB 1807-245.

After tabulating the fuel bids by vendor I have determined that Petroleum Traders Corporation is the lowest bidder of fuel for transport load deliveries, and IPC (USA) Inc. is the lowest bidder for tank wagon load deliveries. To date we have not had to utilize an outside vendor for generator fueling.

Since this bid is awarded as a complete package, and in light of tank wagon and generator fueling being such a small portion of the total contract, it is my recommendation that the bid be awarded to Petroleum Traders Corporation.

Thank you for your time,

Kevin Teller

Director of Fleet Services

Williamson County

IFB # 1807-245 Bulk Fuel for Williamson County Tabulation

Vendor	Item	Opis Daily Average	Firm Discount	Markup	Cost to the County	Demurrage Charge
IPC (USA), Inc.	Tank Wagon UNL	$2.1501		0.0595	$2.2096	
Mansfield Oil Company *	Tank Wagon UNL	$2.1501		0.1400	$2.2901	(Delivery) $175
Petroleum Traders Corporation	Tank Wagon UNL	$2.1501		0.1050	$2.2551	
Pinnacle Petroleum, Inc.	Tank Wagon UNL	$2.1317		0.0992	$2.2309	
RKA Petroleum	Tank Wagon UNL	$2.1501		0.1463	$2.2964	
Sun Coast Resources Inc. **	Tank Wagon UNL	$2.1503		0.0875	$2.2378	(after 1st hr) $1.25/min. or $75/hr
IPC (USA), Inc.	Tank Wagon DSL	$2.1985		0.0580	$2.2565	
Mansfield Oil Company	Tank Wagon DSL	$2.2138		0.1400	$2.3538	(Delivery) $175
Petroleum Traders Corporation	Tank Wagon DSL	$2.2138		0.1050	$2.3188	
Pinnacle Petroleum, Inc.	Tank Wagon DSL	$2.3376		0.1555	$2.4931	
RKA Petroleum	Tank Wagon DSL	$2.2138		0.1883	$2.4021	
Sun Coast Resources Inc. **	Tank Wagon DSL	$2.3278		0.0875	$2.4153	(after 1st hr) $1.25/min. or $75/hr
IPC (USA), Inc.	Transport UNL	$2.1501		0.0155	$2.1656	
Mansfield Oil Company*	Transport UNL	$2.1501	-$0.0051	0.0000	$2.1450	
Petroleum Traders Corporation	Transport UNL	$2.1501		-0.0197	$2.1304	
Pinnacle Petroleum, Inc.	Transport UNL	$2.1317		0.0025	$2.1342	
RKA Petroleum	Transport UNL	$2.1501		0.0044	$2.1545	
Sun Coast Resources Inc. **	Transport UNL	$2.1503		0.0452	$2.1955	(after 1st hr) $1.25/min. or $75/hr
IPC (USA), Inc.	Transport DSL	$2.1985		0.0170	$2.2155	
Mansfield Oil Company *	Transport DSL	$2.2138		0.0122	$2.2260	
Petroleum Traders Corporation	Transport DSL	$2.2138		0.0043	$2.2181	
Pinnacle Petroleum, Inc.	Transport DSL	$2.3376		0.0452	$2.3828	
RKA Petroleum	Transport DSL	$2.2138		0.0274	$2.2412	
Sun Coast Resources Inc. **	Transport DSL	$2.3278		0.0452	$2.3730	(after 1st hr) $1.25/min. or $75/hr

Vendor	Item	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
IPC (USA), Inc.	Generator DSL	$180		0.017	2.2155 + Per stop fee	$100
Mansfield Oil Company *	Generator DSL	$175		0.1400	TBD	(1/4 hr $40) $160

Petroleum Traders Corporation	Generator DSL	No Bid	No Bid	No Bid	No Bid	No Bid
Pinnacle Petroleum, Inc.	Generator DSL	$175		0.25	.25 + Per stop fee	$95
RKA Petroleum	Generator DSL	$375		375		$75
Sun Coast Resources Inc. **	Generator DSL	$200		1.00	3.3278 + Per stop fee	(after 1st hr) $1.25/min. or $75/hr

Notes:						
*Mansfield Pricing has delivery fee per stop in place of demurrage plus additional fees, please see fee attachment						
** Sun Coast Resources Inc. has exceptions to specifications and terms and conditions to the IFB, please see exceptions document attached						

IFB # 1807-245 Bulk Fuel for Williamson County Tabulatio

IPC (USA), Inc.	Tank Wagon UNL	0.0595
Mansfield Oil Company *	Tank Wagon UNL	0.1400
Petroleum Traders Corporation	Tank Wagon UNL	0.1050
Pinnacle Petroleum, Inc.	Tank Wagon UNL	0.0992
RKA Petroleum	Tank Wagon UNL	0.1463
Sun Coast Resources Inc. **	Tank Wagon UNL	0.0875

IPC (USA), Inc.	Tank Wagon DSL	0.0580
Mansfield Oil Company	Tank Wagon DSL	0.1400
Petroleum Traders Corporation	Tank Wagon DSL	0.1050
Pinnacle Petroleum, Inc.	Tank Wagon DSL	0.1555
RKA Petroleum	Tank Wagon DSL	0.1883
Sun Coast Resources Inc. **	Tank Wagon DSL	0.0875

IPC (USA), Inc.	Transport UNL	0.0155
Mansfield Oil Company*	Transport UNL	0.0000
Petroleum Traders Corporation	Transport UNL	-0.0197
Pinnacle Petroleum, Inc.	Transport UNL	0.0025
RKA Petroleum	Transport UNL	0.0044
Sun Coast Resources Inc. **	Transport UNL	0.0452

IPC (USA), Inc.	Transport DSL	0.0170
Mansfield Oil Company *	Transport DSL	0.0122
Petroleum Traders Corporation	Transport DSL	0.0043
Pinnacle Petroleum, Inc.	Transport DSL	0.0452
RKA Petroleum	Transport DSL	0.0274
Sun Coast Resources Inc. **	Transport DSL	0.0452

Vendor	Item	Cost Per Stop	Markup	Cost to County
IPC (USA), Inc.	Generator DSL	$180	0.017	$2.2155 + Per stop fee
Mansfield Oil Company *	Generator DSL	$175	0.1400	TBD
Petroleum Traders Corporation	Generator DSL	No Bid	No Bid	No Bid
Pinnacle Petroleum, Inc.	Generator DSL	$175	0.25	.25 + Per stop fee
RKA Petroleum	Generator DSL	$375	375	
Sun Coast Resources Inc. **	Generator DSL	$200	1.00	$3.3278 + Per stop fee

Notes:
*Mansfield Pricing has delivery fee per stop in place of demurrage plus additional fees, please
** Sun Coast Resources Inc. has exceptions to specifications and terms and conditions to the IFB, please se

n

Demurrage Hourly
$100
(1/4 hr $40) or $160/hr
No Bid
$95
$75
(after 1st hr) $1.25/min. or $75/hr

e see fee attachment
ee exceptions document attached

Bid Tabulation Packet
for
Solicitation 1807-245

Bulk Fuel for Williamson County

Bid Designation: Public

Williamson County, Texas

Bid #1807-245 - Bulk Fuel for Williamson County

Creation Date	**Jul 3, 2018**	End Date	**Sep 25, 2018 3:00:00 PM CDT**
Start Date	**Jul 24, 2018 11:45:37 AM CDT**	Awarded Date	**Not Yet Awarded**

1807-245--01-01 Please attach all documents to this line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Petroleum Traders Corporation **[Ad]**	First Offer -	1 / gallon		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Pinnacle Petroleum, Inc.	First Offer -	1 / gallon		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** all products **Supplier Notes:**			
Sun Coast Resources Inc. **[Ad]**	First Offer -	1 / gallon		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
IPC (USA), Inc. **[Ad]**	First Offer -	1 / gallon		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Mansfield Oil Company **[Ad]**	First Offer -	1 / gallon		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Please see attached for all additional required information.			
RKA Petroleum	First Offer -	1 / gallon		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f Sun Coast Resources Inc. **[Ad]** $0.00

Bid Contact **Terri Bateman**
national@suncoastresources.com
Ph 713-429-6702
Fax 713-969-3383

Address **6405 Cavalcade**
Houston, TX 77026

Bid Notes **On behalf of Sun Coast Resources Inc., we would like to thank you for the opportunity to provide a response to the RFP. Please feel free to reach out should you require any additional documents or have questions regarding our attached RFP proposal.**
We look forward to working with you in the near future!

Agency Notes:

Supplier Notes:
On behalf of Sun Coast Resources Inc., we would like to thank you for the opportunity to provide a response to the RFP. Please feel free to reach out should you require any additional documents or have questions regarding our attached RFP proposal.
We look forward to working with you in the near future!

Head Attch:

f Pinnacle Petroleum, Inc. $0.00

Bid Contact **Liz McKinley**
lmckinley@pinnaclepetroleum.com
Ph 714-841-8877
Fax 714-841-8877

Address **16651 Gemini Lane**
Huntington Beach, CA 92647

Agency Notes:	Supplier Notes:	Head Attch:

f IPC (USA), Inc. **[Ad]** $0.00

Bid Contact	**Blanca Hurtado** **helena.schecter@usipc.com** **Ph 949-648-**5620 **Fax 949-648-5612**	Address	**4 Hutton Center Drive** **Suite 700** **Santa Ana, CA 92707**

Agency Notes:	Supplier Notes:	Head Attch:

f Mansfield Oil Company **[Ad]** $0.00

Bid Contact	**Diane Burke** **mocbids@mansfieldoil.com** **Ph 678-450-**2283 **Fax 678-450-2242**	Address	**1025 Airport Pkwy** **Gainesville, GA 30501**
Bid Notes	**Thank you for the opportunity to participate in this bid.**		

Agency Notes:	Supplier Notes:	Head Attch:
	Thank you for the opportunity to participate in this bid.	

f Petroleum Traders Corporation **[Ad]** $0.00

Bid Contact	**Gayle Newton** **gnewton@petroleumtraders.com** **Ph 800-348-**3705 **Fax 260-203-3820**	Address	**7120 Pointe Inverness Way** **Fort Wayne, IN 46804**

Agency Notes:	Supplier Notes:	Head Attch:

f RKA Petroleum $0.00

Bid Contact	**Cynthia Kilian** **ckilian@rkapetroleum.com** Ph	Address	**28340 Wick Rd** **Romulus , MI 48174**

Agency Notes:	Supplier Notes:	Head Attch:

**

Sun Coast Resources Inc.

Bid Contact **Terri Bateman**
national@suncoastresources.com
Ph 713-429-6702
Fax 713-969-3383

Address **6405 Cavalcade**
Houston, TX 77026

Bid Notes **On behalf of Sun Coast Resources Inc., we would like to thank you for the opportunity to provide a response to the RFP. Please feel free to reach out should you require any additional documents or have questions regarding our attached RFP proposal.**
We look forward to working with you in the near future!

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1807-245--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / gallon	**Y**	**Y**
				Supplier Total	$0.00	

Sun Coast Resources Inc.

Item: **Please attach all documents to this line**

Attachments

Williamson County BID·Air Quality Response.pdf

1295.pdf

CIQ.pdf

Williamson County Exceptions Page.pdf

Sun Coast Copyright Letter_04262016.pdf

SUN COAST BID- PRICE SHEET.pdf

Invitation for Bid: Bulk Fuel for Williamson County
Solicitation Number 1807-245

Air Quality- Section 4.36 (Page 30)

Sun Coast Resources, Inc. meets or exceeds all state or federal environmental standards. The Sun Coast Safety Team includes a subset team of experts in its environmental compliance department with over 37 years of experience in regulatory enforcement, environmental consulting, and industrial/petroleum compliance. Our terminal locations throughout Texas, Louisiana, and Oklahoma are permitted and in compliance with federal, state, and local requirements including: Hazardous Materials Transportation, Storm Water Pollution Prevention, Spill Prevention Control and Countermeasure Plans (as required under the Oil Pollution Act of 1990), Petroleum Storage Tank regulations, Industrial and Hazardous Waste, Sludge Transportation, Used Oil Transportation and Recycling. Regarding air quality, fuel transfers can contribute hazardous air pollutants in the form of volatile organic compounds. This can be mitigated by the use of vapor recovery systems, with which all Sun Coast trucks are equipped to use during fuel transfers. We also voluntarily run biodiesel in our fleet of trucks to minimize air emissions from the actual transportation component of fuel distribution. Sun Coast has a vehicle idling policy in which vehicles are to shut off their engines if they idle for 3 minutes or longer to prevent or minimize air emissions, unless the engine is needed to power a pump for product transfers, or in the case of extreme heat or cold for driver safety reasons.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-395777

Date Filed:
08/23/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sun Coast Resources, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1807-245
Bulk Fuel.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rath, Paul	Houston, TX United States	X	
Smith, Lisa L.	Houston, TX United States	X	
Lehne, Kathy	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jennifer Weldon, and my date of birth is 11-13-74.

My address is 6405 Cavalcade, Hou, TX, 77026, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 27 day of Aug (month), 20 18 (year).

JENNIFER TAYLOR WELDON
Notary ID #126879314
My Commission Expires
May 4, 2021

Signature of authorized agent of contracting business entity
(Declarant)

Williamson County, Texas

BidSync

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

Sun Coast Resources, Inc.

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Signature of vendor doing business with the governmental entity

9/11/18
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Williamson County, Texas

BidSync

9/25/2018

Sun Coast RESOURCES, INC. Quality Fuels & Lubricants

Chevron 1st SOURCE ELITE Chevron Lubrication Marketer

Invitation for Bid: Bulk Fuel for Williamson County
Solicitation Number 1807-245
Sun Coast Resources, Inc. Exceptions Page

1. Testing and Inspections- Section 4.12 (Page 25)
Bidder requests this section be amended to read:

"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 upon reasonable written notice and secure an agreed time and date from the Bidder. 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 Ensuing Agreement(s) if the Bidder does not cure the defect within a reasonable time."

2. Indemnification- Section 4.14 (Page 26)
Bidder request that this section be amended to read:

"The Successful Bidder agrees, to the fullest extent permitted by law and to the extent caused by the Bidder, to indemnify and hold 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, during the performance of services under this Contract, by 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."

3. Indemnification- Section 4.14 (Page 26)
Bidder requests this section be amended to read:

"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 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 an 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."

4. Indemnification- Section 4.14 (Page 26)
Bidder requests this sentence be stricken in its entirety.

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

5. Force Majeure- Section 4.18 (Page 27)
Bidder requests this section be amended to read:

"If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, fuel allocation issues and/or regional supply shortages that cause price increases that are outside of the party's control, commercial impracticability 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. In the

event of such allocation issues or supply shortages, upon notice to the affected party, the performing party may temporarily adjust the pricing during the force majeure event to reflect the increased cost to the performing party. No such price adjustment permitted under this force majeure section shall be binding upon the affected party until such time the affected party has accepted such adjustments in writing; however, it is understood and agreed that absent such acceptance by the affected party, the performing party will be excused from any obligation to deliver product during the force majeure event."

6. Payment- Section 4.38 (Page 30)
Bidder requests this section be amended to read:

"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. Until the error is resolved, County shall pay all undisputed amounts from the invoice within the timeframe allotted under the Contract and/or any ensuing Agreement. 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."

7. Cooperative Purchasing Program- Section 4.40 (Page 31)
Bidder will agree to this only with a written agreement signed by Bidder and any other governmental entity requesting purchase off the County's Agreement.

8. Insurance Requirements- Section 1.6(A)(4) Coverage Limits (Page 35)
Bidder requests this section be stricken in its entirety.

"Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim."

9. Insurance Requirements- Section 1.6(C) Premiums and Deductible (Page 35)
Bidder requests this sentence be stricken in its entirety. Bidder considers this information to be confidential and proprietary.

"…any deductibles or self-insured retentions **over $50,000** in the Successful Bidder's insurance must be declared and approved in writing by County in advance."

10. Bid Pricing (Page 38)
Bidder requests this section be stricken in its entirety. Due to contractual obligations, Bidder cannot provide this information.

"The Successful Bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to the Contract Administrator daily by email as follows: Email: kevin.teller@wilco.org."

11. Natural Disaster or Emergency Situation (Page 38)
Bidder requests this section be stricken in its entirety. Bidder provides emergency services at an additional cost to be quoted separately.

"In the event of a Natural Disaster or Emergency Situation, awarded bidder will escalate Williamson County to a Priority One level for fuel deliveries and will make deliveries as needed, required and requested, 24/7, to the best of their capabilities and available resources, equipment and manpower"

OPIS
OIL PRICE INFORMATION SERVICE

Alexandra Kern
Oil Price Information Service
direct line: (301) 287-2491
fax: (301) 287-2778
akern@opisnet.com
www.opisnet.com

Terri Bateman & Lisa Moore
Sun Coast Resources
6405 Cavalcade St. Building 1
Houston, Texas 77026
Phone: (713) 429-6702

All OPIS information is covered by federal copyright protection and intended for use by a paid subscriber(s). If you are not a paid subscriber and wish to receive pricing data please contact the OPIS Customer Service department via email and/or telephone.

- Email: energycs@opisnet.com
- Phone: (888) 301-2645 (toll-free within the U.S.) or (301) 287-2645 (international)

Subscribers that distribute OPIS data to unlicensed users are in violation of copyright. Therefore, subscribers are unable to attach copies of OPIS pricing to invoices or share the copyrighted information in any form with unlicensed users inside or outside of their organization.

An organization that puts out a bid based on an OPIS price bears the responsibility of purchasing and receiving the pricing data on their own accord unless an agreement is made for another organization to purchase the data on their behalf.

Thank you for your attention to this important matter.

Sincerely,
Alexandra Kern, OPIS
Account Representative

Signature: Alexandra M. Kern Date: 4/26/2016
(Authorized OPIS Representative)

SUN COAST RESOURCES, INC. BID SHEET

TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	Demurrage Charge
Conventional Gasoline with 10% Ethanol	Flint Hills	$2.1503	n/a	+.0875	$2.2378	$75.00
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills	$2.3278	n/a	+.0875	$2.4153	Please see below**

Delivery Location: Williamson County, No Location Specified

TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	Demurrage Charge
Conventional Unleaded Gasoline with 10% Ethanol	Flint Hills	$2.1503	n/a	+.0452	$2.1955	$75.00
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills	$2.3278	n/a	+.0452	$2.3730	Please see below**

Delivery Location: Williamson County, No Location Specified

STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills	$200.00	n/a	+1.00	$3.3278 + Per stop fee	$75.00 see below

Delivery Location: Williamson County, No Location Specified

* Used the Daily Gross Opis Average, Austin price of $ 2.1503 for the unleaded and $2.3278 for the diesel on the date of 9/21/2018.
**Demurrage Charge: Driver is allowed 1 hour on location, any time after that will be charged at a rate of $1.25 per minute or $75.00 per hour.

Supplier: **Sun Coast Resources Inc.**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1807-245
Bulk Fuel for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 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.

Supplier: **Sun Coast Resources Inc.**

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: **Aldine ISD**
Location: **HOUSTON**

Contact Name: **Michael Houston**
Title: **Director of Purchasing**

Phone: **281-985-6141**
E-mail **mehouston@aldineisd.org**

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:
FUEL AND LUBRICANTS

Reference 2

Client Name: **County of Galveston**
Location: **GALVESTON**

Contact Name: **Rufus Crowder**
Title: **Head of Purchasing**

Phone: **409-770-5403**
E-mail **Rufus.crowder@co.galveston.tx.us**

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:
FUEL AND LUBRICANTS

Reference 3

Client Name:
Harris County HOUSTON

Location:

Contact Name:
Melissa McCord Senior Buyer

Title:

Phone:
713-274-4424

E-mail
Melissa.McCord@pur.hctx.net

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:
FUEL, LUBRICANTS, EMERGENCY RESPONSE

Supplier: **Sun Coast Resources Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**Sun Coast Resources, Inc.**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)
3	**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.**	**N/A**
4	**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.**	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**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.)** 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. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No 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? ☐ Yes ☐ No 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? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest:**
7	**tbateman@suncoastresources.com**
	Signature of person doing business with the governmental entity — Date
	Signature not required if completing in BIDSYNC electronically.

Supplier: **Sun Coast Resources Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Sun Coast Resources, Inc.

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

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

n/a

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Signature is not required if completing in BIDSYNC electronically;

Terri Bateman
Signature of vendor doing business with the governmental entity

tbateman@suncoastresources.com
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **Sun Coast Resources Inc.**

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:	**Sun Coast Resources, Inc.**
Address of Bidder:	**6405 CAVALCADE**
Email:	**NATIONAL@suncoastresources.com**
Telephone:	**7134296702**
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

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.

☐	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.

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 BIDSYNC ELECTRONICALLY.

Supplier: **Sun Coast Resources Inc.**

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 FORMS AND SUBMISSION

2.1 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.

2.2 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 fun monies, etc.); or
B. Has a value of at least $1,000,000.

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

available on the Texas Ethics Commission website at the following link:

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

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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 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 CONDISERATION 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 Ensuing 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 (15^{th}) 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 Submittal.

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, statues, 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 the 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, n 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 t 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 t Agreement will be located in the Special Provisions 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 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.

Pinnacle Petroleum, Inc.

Bid Contact **Liz McKinley**
lmckinley@pinnaclepetroleum.com
Ph 714-841-8877
Fax 714-841-8877

Address **16651 Gemini Lane**
Huntington Beach, CA 92647

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1807-245--01-01	Please attach all documents to this line	**Supplier Product Code:** all products	**First Offer -**	1 / gallon	**Y**	**Y**

Supplier Total $0.00

Pinnacle Petroleum, Inc.

Item: **Please attach all documents to this line**

Attachments

Fuel_Price_Sheet.xlsx

WBENC Certification Exp 2019.pdf

TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Gasoline with 10% Ethanol	Flint Hills	2.1317		0.0992	2.2309	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills	2.3376		0.1555	2.4931	

Delivery Location: Williamson County, No Location Specified 9/19/2018 OPIS

TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Unleaded Gasoline with 10% Ethanol	Flint Hills	2.1317		0.0025	2.1342	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills	2.3376		0.0452	2.3828	

Delivery Location: Williamson County, No Location Specified 9/19/2018 OPIS

STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills	$175		0.25	0.25 + $175 per stop	$95

Delivery Location: Williamson County, No Location Specified

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Pinnacle Petroleum, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: March 10, 2003
Expiration Date: March 31, 2019
WBENC National Certification Number: 240301

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Pamela Williamson, Ph.D

Authorized by Pamela Williamson, President & CEO
Women's Business Enterprise Council - West

Women's Business Enterprise Council WEST

NAICS: 324110, 324191, 424710, 424720
UNSPSC: 15101505, 15101506, 15101513, 15101801, 25121501, 25121503, 78102101

Supplier: **Pinnacle Petroleum, Inc.**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1807-245
Bulk Fuel for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 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.

Supplier: **Pinnacle Petroleum, Inc.**

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: **State of California**
Location: **California**

Contact Name: **Denelle Scott**
Title: **Contract Administrator**

Phone: **916-375-4492**
E-mail **Denelle.Scott@dgs.ca.gov**

Contract Date To: **Current**
Contract Date From: **2007**
Contract Value: $ **Over $100M**

Scope of Work:
Purchase of bulk fuel: Gasoline, Diesel, E85, Dyed Diesel

Reference 2

Client Name: **Texas Department of Public Safety**
Location: **Texas**

Contact Name: **Tom Shugart**
Title: **Contract Administration Purchaser**

Phone: **512-424-2237**
E-mail **Thomas.Shugart@dps.texas.gov**

Contract Date To: **2020**
Contract Date From: **2017**
Contract Value: $ **Over $5M**

Scope of Work:
Purchase of bulk fuel: Gasoline, Diesel, and Dyed Diesel

Reference 3

Client Name: Location:
Antelope Valley Transit Authority Lancaster, CA

Contact Name: Title:
Lyle Block Procurement and Contracts Officer

Phone: E-mail
661.729.2288 LBlock@avta.com

Contract Date To: Contract Date From: Contract Value: $
2019 2009 Over $10M

Scope of Work:
Purchase of bulk fuel: Gasoline, Dyed Diesel, and inventory management.

Supplier: **Pinnacle Petroleum, Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**Liz McKinley**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)
3	**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.**	**None.**
4	**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.**	**None.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**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.)** 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. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☑ No 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? ☐ Yes ☑ No 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? ☐ Yes ☑ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest: None.**

7	**Liz McKinley**	**09/19/2018**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Pinnacle Petroleum, Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Pinnacle Petroleum, Inc.

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

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

None.

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

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

7 Signature is not required if completing in BIDSYNC electronically;

Liz McKinley — Signature of vendor doing business with the governmental entity

09/19/2018 — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **Pinnacle Petroleum, Inc.**

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:	**Pinnacle Petroleum, Inc.**
Address of Bidder:	**16651 GEMINI LN**
Email:	**lmckinley@pinnaclepetroleum.com**
Telephone:	**7148418877**
Printed Name of Person Submitting Affidavit:	**Liz McKinley**
Signature of Person Submitting Affidavit:	**Liz McKinley**

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.

☑	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.

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 **Liz McKinley**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Liz McKinley**, (*Name of Signer*) am a duly authorized officer of/agent for **Pinnacle Petroleum, Inc.**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Pinnacle Petroleum, Inc.**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Liz McKinley**
on this the **20**day of **September**, 20**18**.

J. Cruz
Notary Public in and for

The State of **California**

The County of **Orange**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Pinnacle Petroleum, Inc.**

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 FORMS AND SUBMISSION

2.1 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.

2.2 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 fun monies, etc.); or
B. Has a value of at least $1,000,000.

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

available on the Texas Ethics Commission website at the following link:

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

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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 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 CONDISERATION 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 Ensuing 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 (15^{th}) 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 Submittal.

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, statues, 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 the 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, n 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 t 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 t Agreement will be located in the Special Provisions 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 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.

IPC (USA), Inc.

Bid Contact **Blanca Hurtado**
helena.schecter@usipc.com
Ph 949-648-5620
Fax 949-648-5612

Address **4 Hutton Center Drive**
Suite 700
Santa Ana, CA 92707

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1807-245--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / gallon	**Y**	**Y**

Supplier Total $0.00

IPC (USA), Inc.

Item: **Please attach all documents to this line**

Attachments

Fuel_Price_Sheet.xlsx

Credit Contingency.pdf

TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Gasoline with 10% Ethanol	Unbranded	$ 2.1501		$ 0.0595	$ 2.2096	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Unbranded	$ 2.1985		$ 0.0580	$ 2.2565	

Delivery Location: Williamson County, No Location Specified

TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Unleaded Gasoline with 10% Ethanol	Unbranded	$ 2.1501		$ 0.0155	$ 2.1656	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Unbranded	$ 2.1985		$ 0.0170	$ 2.2155	

Delivery Location: Williamson County, No Location Specified

STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Unbranded	$180.00		$ 0.0170	$ 2.2155	$ 100.00

Delivery Location: Williamson County, No Location Specified

Cost Per Stop shall be invoiced as a separate line item not built into the Cost to County (Unit Sale Price for the Fuel)

IPC USA

September 20, 2018

Mr. Kevin Teller
Williamson County
3151 South East Inner Loop, Suite B
Georgetown, TX 78626

RE: Bid #1807-245

Dear Mr. Teller:

Please note our offer to extend cooperative use of any award resulting from this offer to other public agencies, is contingent to all interested parties upon review, and approval by IPC prior to any acceptance that may result in contract.

Thank you, and if you have questions or concerns regarding this contingency, please feel free to contact:

Blanca Hurtado
Manager of Bids and Contracts
Office: (949) 648-5620
Mobile: (714) 616-2703
Email: blanca.hurtado@usipc.com

Sincerely,

Tatsuya Tanaka
Chief Executive Officer

4 Hutton Centre Drive I Suite 700 I Santa Ana, CA 92707
Toll Free: 800.936.3930 I Tel: 949.648.5600 I Fax: 949.648.5612
www.usipc.com

Supplier: **IPC (USA), Inc.**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1807-245
Bulk Fuel for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 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.

Supplier: **IPC (USA), Inc.**

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:
City of San Antonio 329 S. Frio, San Antonio, TX 78207

Contact Name: Title:
Martha Rivera Fuel Services Coordinator

Phone: E-mail
(210) 207-8383 martha.rivera2@sanantonio.gov

Contract Date To: Contract Date From: Contract Value: $
Present 06/2011 18 Million

Scope of Work:
Gasoline and Diesel Fuel Supply - 4.5 million gallons annually

Reference 2

Client Name: Location:
North County Transit District 810 Mission Avenue, Oceanside, CA 92054

Contact Name: Title:
Christine Amely Buyer

Phone: E-mail
(760) 966-6682 cmurillo@nctd.org

Contract Date To: Contract Date From: Contract Value: $
Present 01/2014 6 Million

Scope of Work:
Gasoline and Diesel Fuel Supply - 1.5 million gallons annually

Reference 3

Client Name: Location:
VIA Metropolitan Transit 1720 N. Flores Street, San Antonio, TX 78212

Contact Name: Title:
Todd Peschong Contract Administrator

Phone: E-mail
(210) 362-2418 todd.peschong@viainfo.net

Contract Date To: Contract Date From: Contract Value: $
05/2013 02/2010 22 Million

Scope of Work:
Diesel Fuel Supply - 5.5 million gallons annually

Supplier: **IPC (USA), Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**Tatsuya Tanaka, IPC (USA), Inc.**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)
3	**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.**	**None**
4	**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.**	**None**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**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.)** 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. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☑ No 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? ☐ Yes ☑ No 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? ☐ Yes ☑ No D. Describe each affiliation or business relationship. **None** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **None**

7		
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **IPC (USA), Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Tatsuya Tanaka

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

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

None

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

None

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **IPC (USA), Inc.**

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:	**IPC (USA), Inc.**
Address of Bidder:	**4 Hutton Centre Drive, Suite 700, Santa Ana, CA**
Email:	**blanca.hurtado@usipc.com**
Telephone:	**949-648-5620**
Printed Name of Person Submitting Affidavit:	**Tatsuya Tanaka**
Signature of Person Submitting Affidavit:	**Tatsuya Tanaka**

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.

☑	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.

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 **Tatsuya Tanaka**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Tatsuya Tanaka**, (*Name of Signer*) am a duly authorized officer of/agent for **IPC (USA), Inc.**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **IPC (USA), Inc.**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Tatsuya Tanaka**
on this the **19**day of **September**, 20**18**.

Blanca Hurtado
Notary Public in and for

The State of **California**

The County of **Orange**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **IPC (USA), Inc.**

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 FORMS AND SUBMISSION

2.1 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.

2.2 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 fun monies, etc.); or
B. Has a value of at least $1,000,000.

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

available on the Texas Ethics Commission website at the following link:

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

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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 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 CONDISERATION 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 Ensuing 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 (15^{th}) 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 Submittal.

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, statues, 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 the 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, n 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 t 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 t Agreement will be located in the Special Provisions 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 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.

Mansfield Oil Company

Bid Contact **Diane Burke**
mocbids@mansfieldoil.com
Ph 678-450-2283
Fax 678-450-2242

Address **1025 Airport Pkwy**
Gainesville, GA 30501

Bid Notes **Thank you for the opportunity to participate in this bid.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1807-245--01-01	Please attach all documents to this line	**Supplier Product Code:** **Supplier Notes:** Please see attached for all additional required information.	**First Offer -**	1 / gallon	**Y**	**Y**
				Supplier Total	$0.00	

Mansfield Oil Company

Item: **Please attach all documents to this line**

Attachments

Mansfield Oil Completed Bid Documents.pdf

Mansfield
Energy. Simplified.

Williamson County, TX

Exception to Bid Affidavit Form

Mansfield Oil Company of Gainesville will offer quoted prices to the members of the Cooperative Purchasing Program, and will offer these prices based upon mutual agreement of both parties.

1025 Airport Parkway, SW · Gainesville, GA 30501 · 1.800.255.6699 · fax 678.450.2242 · www.mansfieldoil.com

TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	Fee Per Delivery to Each Site
Conventional Gasoline with 10% Ethanol	Various	2.1501	0.0000	0.1400	2.2901	175.0000
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Various	2.2138	0.0000	0.1400	2.3538	175.0000

Delivery Location: Williamson County, No Location Specified

TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Unleaded Gasoline with 10% Ethanol	Various	2.1501	-0.0051	0.0000	2.1450	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Various	2.2138	0.0000	0.0122	2.2260	

Delivery Location: Williamson County, No Location Specified

STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Various	175.0000	0.0000	0.1400	TBD	$160/hour Charged in quarter-hour increments

Delivery Location: Williamson County, No Location Specified

MANSFIELD OIL CO.
1025 AIRPORT PKWY
GAINESVILLE, GA. 30501

Mansfield
Energy. Simplified.

Williamson County, TX
Solicitation 1807-245 Bulk Fuel for Williamson County

The following taxes <u>are not included</u> in the bid differential, but if applicable, will be shown as line items on your invoice:

	E10-ALL GRADES	ULSD TXLED CLEAR
Federal LUST	$ 0.001/gal	$ 0.001/gal
Federal Oil Spill	$ 0.001926/gal	$ 0.00214/gal
TX Motor Fuel	$ 0.20/gal	$ 0.20/gal

Petroleum Products Delivery Fees Effective Sept. 1, 2015	
Gallons Delivered (All Petroleum Products)	**Fee (per delivery)**
Less than 2,500	$1.70
2,500 but less than 5,000	$3.45
5,000 but less than 8,000*	$5.45
8,000 but less than 10,000*	$6.95
10,000 or more per 5,000 gallon increment	$3.45/5K gal

CORPORATE RESOLUTION
OF MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

The undersigned Chief Executive Officer and Sole Director of Mansfield Oil Company of Gainesville, Inc. a Georgia corporation (the "Corporation"), by affixing his signature hereto does hereby consent to and authorize the following action:

WHEREAS, the undersigned desires to authorize Josh Epperson, Director of Government Services, to execute any and all contracts and documents necessary to bind the Corporation with respect to bids, contracts and documents relating to any contractual or business matter, including, but not limited to government business solicitations.

NOW THEREFORE, BE IT RESOLVED, that Josh Epperson, in his capacity as Director of Government Services is hereby authorized to execute and any all bids, contracts and documents necessary to bind Corporation in the ordinary course of its business, including, but not limited to government solicitations and related documents.

WITNESS, his hand and seals, this 13 day of June, 2016

MANSFIELD OIL COMPANY
OF GAINESVILLE, INC.

By: _____
Name: Michael F. Mansfield, Sr.
Title: CEO and Sole Director

Client#: 78626 14MANSFIELD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
J. Smith Lanier & Co.-Atlanta Marsh & McLennan Agency, LLC 11330 Lakefield Dr; Bldg. 1 Johns Creek, GA 30097	PHONE (A/C, No, Ext): 770 476-1770	FAX (A/C, No): 770 476-3651
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Agribusiness Ins. Co.	28223
INSURER B : Lexington Insurance Company	19437
INSURER C : Allied World Assurance Companies	19489
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			CPP119529A	07/01/2018	07/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CPP119529A	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			015375502	07/01/2018	07/01/2019	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC119529A	07/01/2018	07/01/2019	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Pollution			03059391	12/23/2017	12/23/2020	$10,000,000 Ea Incident $10,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

** For Information Purposes Only
**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Mansfield Fuels. Simplified.

OPIS Contract | Gross

AUSTIN, TX

Prices for: 7/24/2018

Product	Average	Low	High
AUSTIN, TX			
GAS			
87 OCT UNL LRVP	2.3957	2.3957	2.3957
93PRM LRVP 10%E	2.6024	2.3705	2.6485
MID LRVP 10%	2.3059	2.1725	2.3925
NLD W/75% ETH	1.6262	1.6133	1.6390
QCBOB MID E10 7	2.3059	2.1725	2.3925
QCBOB PRM E10 7	2.6024	2.3705	2.6485
QCBOB REG E10 7	2.1501	2.0705	2.1630
UNL LRVP 10%	2.1501	2.0705	2.1630
DIESEL			
JET FUEL	2.3495	2.3495	2.3495
TXLED ULSD CLR	2.2138	2.1815	2.2431
ULSD CLEAR	2.1985	2.1715	2.2254
ULSD DYE LED	2.2152	2.1850	2.2410
ULSD DYED	2.1750	2.1750	2.1750

MANSFIELD

MANSFIELD OIL COMPANY

EMERGENCY SPILL RESPONSE PROCEDURES

MANSFIELD

MANSFIELD OIL COMPANY
EMERGENCY SPILL RESPONSE CONTACT LIST

1.	**Environmental Manager** **Mansfield Oil**	Chris Runnels
2.	**SVP of Transportation and Logistics** **Mansfield Oil**	Chris Daichendt
3.	**Fleet Safety Manager** **Mansfield Systems**	Eric Fontaine
4.	**SVP of Operations** **Mansfield Oil**	Joe Campbell

MANSFIELD

MANSFIELD OIL COMPANY
EMERGENCY SPILL RESPONSE
INTERNAL PROCESSES

1. Carrier (or customer) to notify a Mansfield's Customer Service Representative or Account Manager that a spill has occurred as soon as possible.

2. The Customer Service Representative or Account Manager receiving the initial notification from the carrier (or customer) is to verbally notify immediately their Direct Reporting Manager, Environmental Manager and Director of Carrier Relations of the carrier incident.

3. The Customer Service Representative or Account Manager, who receives the initial notification from the Carrier (or Customer) that a spill has occurred, will work with the Carrier (or Customer) at the time of the initial notification to get as much available information as possible over the phone to fill out the appropriate Mansfield Oil Company Internal Environmental Spill Response Form.

4. Once the initial incident information has been filled out on the Internal Environmental Incident Response Form, the Customer Service Representative or Account Manager is responsible for faxing or emailing the appropriate Environmental Spill Response Forms to the Carrier and Customer and following up with the Carrier and Customer to ensure the completed documents return to Mansfield by fax or email to the Environmental Manager as soon as possible.

5. The Customer Service Representative or Account Manager, Environmental Manager and Director of Carrier Relations will discuss all pertinent information that has been compiled to this point. If further information is needed immediately regarding site and clean up conditions, the Carrier Safety Representative and/or the appropriate Customer Representative will be called as soon as possible.

6. The Environmental Manager will review the completed Environmental Spill Response Forms to access if the spill incident is reportable to applicable federal and state environmental agencies and then advise customer on reporting requirements.

7. The Customer Service Representative or Account Manager is to verify with the customer that the cleanup of the Customer Location meets the customer's approval and no further action is required. If there are any related issues, the Customer Service Representative or Account Manager is to work with their Direct Reporting Manager and Director of Carrier Relations and Environmental Manager to bring outstanding issue(s) to resolution.

MANSFIELD

8. Throughout this process if there is any regulatory reporting or cleanup related issues, the Environmental Manager and Director of Carrier Relations will work with Regulatory Agencies, Customer Environmental/Safety Specialists, Carrier Safety Contacts and Mansfield Account Managers to resolve issues.

9. The Environmental Manager will retain a copy of the final Environmental Spill Response Forms received from the Carrier and customer. All related forms and correspondence for the incident will be entered into the Mansfield on-line database by the Environmental Manager.

10. If Mansfield Systems is the Carrier that is involved in a spill incident, the process will be treated the same as other carriers. The contact for Mansfield Systems will be the Safety Coordinator and Fleet Manager in conjunction with the Environmental Manager.

MANSFIELD

MANSFIELD OIL COMPANY INTERNAL
ENVIRONMENTAL SPILL RESPONSE FORM

1.Date and time Mansfield notified of incident_____

2. Date and time of incident_____

3.Location address of incident_____

4.Customer company name_____

5.Customer account number and ship to_____

6.Customer contact name/phone number_____

7.Transporter company name_____

8.Aboveground or Underground tank

9.Estimated gallons of fuel spilled_____

10.Product type of fuel spilled_____

11.Has spill been contained_____

Signature of person completing response form:_____

Print Name:_____

Date:_____

MANSFIELD

MANSFIELD OIL COMPANY
CUSTOMER ENVIRONMENTAL SPILL RESPONSE FORM

1.Date and time of incident_____

2.Location address of incident_____

3.Customer company name_____

4.Customer account number and ship to_____

5.Customer contact name/phone number_____

6.Estimated gallons of fuel spilled_____

7.Product type of fuel spilled_____

8.Was spill on concrete or asphalt_____

9.Did spill go onto the soil_____

10.Was spill close to or into storm drains or water ways_____

11.Cause of spill_____

12.Who responded to spill_____

13.Time of spill response_____

14. Who contained spill_____

15. Who cleaned up spill_____

16.What materials were used in the spill clean up_____

17.How were the clean up materials disposed of_____

18.Was an outside contractor involved in the spill response/who_____

MANSFIELD

19.Was incident reported to a regulatory agency if applicable_____

20.Date/Time of incident reported to regulatory agency_____

21.Regulatory assigned reporting incident number (if appl.)_____

22.Name of regulatory agency incident reported to_____

23.Name/ Title of person reporting incident_____

24.Decription of incident and pertinent details_____

25.Further action recommended (if necessary)_____

26.Date/Time Mansfield notified of incident _____

Signature of person completing response form:_____

Print Name:_____

Print Title:_____

Date:_____

MANSFIELD

MANSFIELD OIL COMPANY
CARRIER ENVIRONMENTAL SPILL RESPONSE FORM

1. Date and time of incident_____

2. Location address of incident_____

3. Customer company name_____

4. Customer contact name/phone number_____

5. Transporter company name_____

6. Transporter contact name /phone number_____

7. Transporter Truck#/Vin#/Driver Name_____

8. Transporter Safety Director name/phone number_____

9. Transporter insurance carrier company name_____

10. Transporter insurance carrier contact name/phone number_____

11. Estimated gallons of fuel spilled_____

12. Product type of fuel spilled_____

13. Did the spill involve an aboveground or underground tank_____

14. Was spill on concrete or asphalt_____

15. Did spill go onto the soil_____

16. Was spill close to or into storm drains or water ways_____

17. Cause of spill_____

18. Who responded to spill_____

19. Time of spill response_____

MANSFIELD

20. Who contained spill_____

21. Who cleaned up spill_____

22. What materials were used in the spill clean up_____

23. How were the clean up materials disposed of_____

24. Was an outside contractor involved in the spill response/who_____

25. Was incident reported to a regulatory agency_____

26. Date/Time of incident reported to regulatory agency_____

27. Regulatory assigned reporting incident number (if appl.)_____

28. Name of regulatory agency incident reported to_____

29. Name/ Title of person reporting incident_____

30. Description of incident and pertinent details_____

31. Further action recommended (if necessary)_____

32. Date/Time Mansfield notified of incident _____

Signature of person completing response form:_____

Print Name:_____

Print Title:_____
Date:_____

Natural Disaster Business Continuity Plan

Mansfield Oil Company 2018

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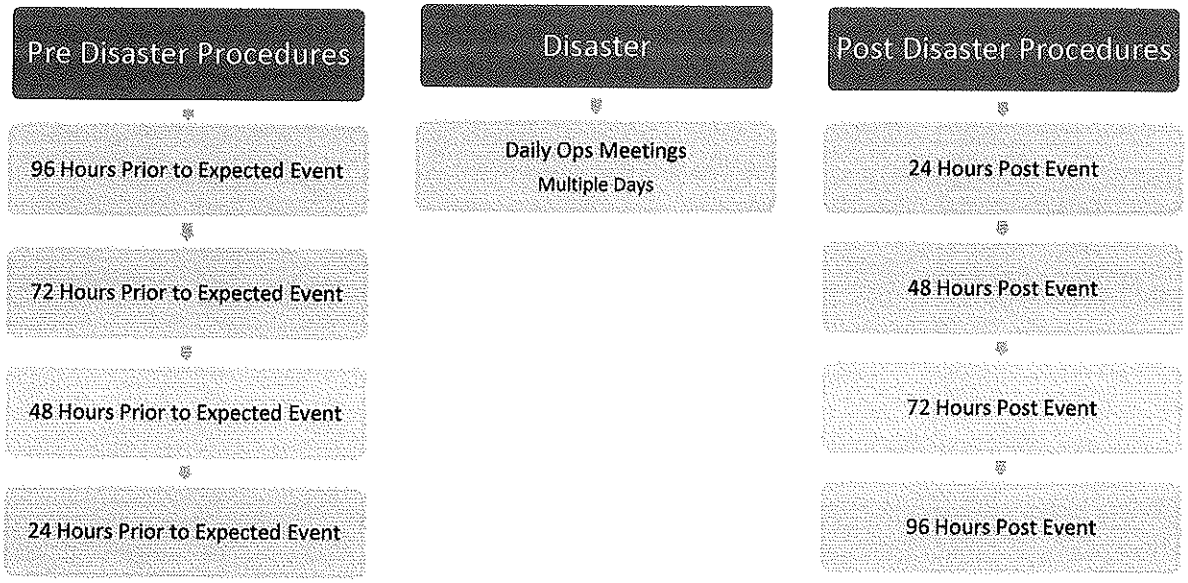
INTRODUCTION

The objective of the Natural Disaster Recovery Plan is to provide operational procedures at Mansfield Oil Company in the event of a natural disaster such as a hurricane, tornado, snow storm, earthquake, flood, etc. The procedures are designed to provide clear coordination between individuals and departments for successful operations during a natural disaster. The effectiveness and efficiency of the plan is dependent on the formation of a Disaster Recovery Operations Team. The team will be involved in three significant stages of the process exhibited in Figure 1.1 (pre-disaster procedures, disaster procedures, and post-disaster procedures). The guidelines listed in this document will list explicit procedures during the three stages.

Fig. 1.1 – Information Flow



Note: the procedures listed below are intended for refined products business but can be utilized by other groups within the company in the event of any natural disasters.

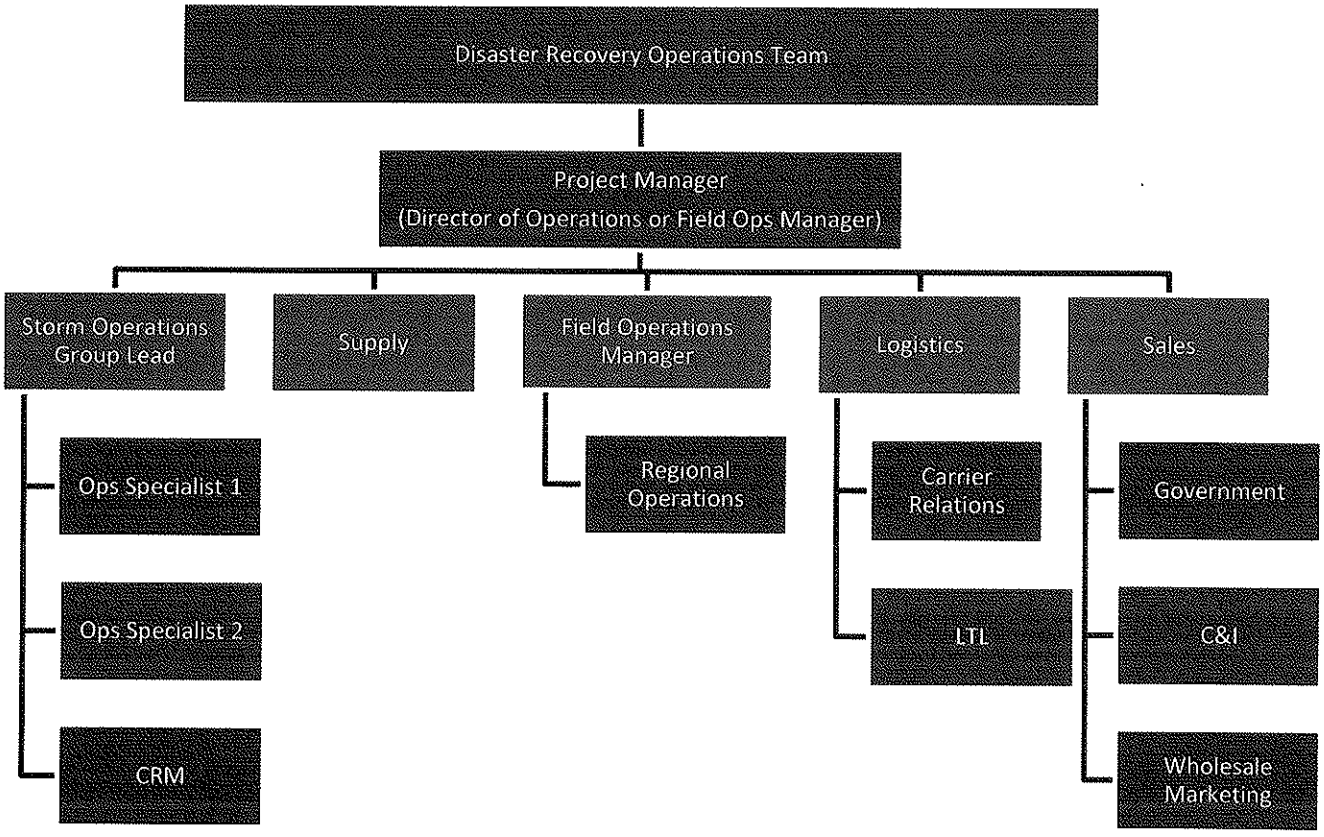
DISASTER RECOVERY OPERATIONS TEAM

In the event of a natural disaster, a Disaster Recovery Operations Team will be created to ensure the processes and procedures listed in this document are followed. The team will also attend several mandatory operations meetings per day for proper communication during the process. The following is a list of individuals or groups that make up the Disaster Recovery Operations Team.

- *Project Manager (Director of Operations or Field Ops Manager)*
- *Storm Operations Group (Selected individuals from Customer Service and Sales)*
- *Supply representative*
- *Regional Supervisor*
- *Logistics - Carrier Relations and LTL representatives*
- *Sales representative (Govt., C&I, Spot,)*

The organizational chart exhibited in Figure 1.2 specifies the Disaster Recovery Operations Team. At least one representative from the groups in red must attend the daily storm operations meetings. For specific responsibilities of each group, refer to Appendix A.

Fig. 1.2 – Organizational Chart



Project Manager

A Project Manager (Director of Operations or Field Ops Manager) will be selected as the individual responsible for the team's coordination and accomplishments during the natural disaster. The Project Manager will officiate the disaster recovery process from start to finish. The process is initiated based on the recommendation of the SVP of Supply depending on the potential threat status (Green, Orange, or Red) of the natural disaster. In the event the SVP of Supply is unavailable the SVP of Operations or the COO can initiate the process.

Responsibilities of the Project Manager

- Finalize daily storm operations summaries and distribute to the executives daily
- Enforce responsibilities and coordination of the Disaster Recovery Team
- Ensure teams goals are met daily

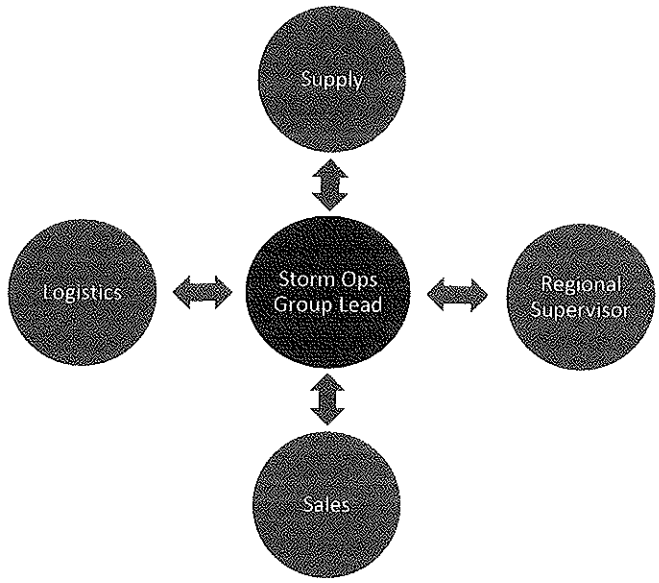
Storm Operations Group

The Storm Operations Group is solely dedicated to managing the operational processes during a natural disaster event anywhere in US and Canada. Their responsibility is to ensure customer service and operational responsibilities to our internal and external customers are not impeded during these unique circumstances. In the event of a natural disaster, the Project Manager will select a Storm Operations Group Lead who will oversee a small team, which will consist of a combination of Operations Specialists and Client Relationship Managers. The group's responsibilities will include:

Storm Operations Group Lead:

- Schedule and manage daily Storm Operations meetings, report attendance, and submit meeting notes to Project Manager.
- Point of contact for the rest of the Disaster Recovery Team for inquiries regarding storm loads. The representative from the following groups must ensure that their updates and information flow is directly communicated to the Storms Operations Lead (see Fig. 2.2).
    - Supply
    - Logistics
    - Regional Supervisor
    - Sales
- The lead will then assist in appropriate information flow to the appropriate department.

Fig. 2.2 – Information Flow



Storm Operations Group:

- Report to Storm Operations Lead.
- Handles any operational items related to storm loads, including:
    - Load confirmation (customer received product)
    - Update disaster recovery database
    - Ensure F11 notes match disaster recovery database
    - Identify non-delivered loads (rolled loads)
    - Daily carrier communication regarding loads (this responsibility will be shared with regional operations)

Supply

Supply is responsible for the procurement, origination, and optimization of all refined products as well as identifying and managing the risk involved in support of the company's sales efforts. The group's responsibilities will include:

- Check supply and update Storm Operations Group in daily meetings
- Provide weather updates to Mansfield Oil
- Explore long haul supply opportunities
- Manage supply allocation
- One representative must attend the daily operations meetings

Regional Operations

The Regional Operations teams are strategically aligned with our customer base, sales staff, and supply options to better serve our clients. The mission each day is to provide our customers with outstanding customer service and professional dispatch/logistics. Each regional operations team has a Regional Supervisor who is responsible for ensuring that critical storm information and updates from the Storm Operations Lead are provided to their Regional team before, during, and after the disaster. This information will be utilized to make appropriate decisions when scheduling loads and educating/updating customers as necessary. The updated version of the regional locations and contact information is located in Appendix E. The group's responsibilities will include:

- Communicate information and updates provided by the Storm Operations Lead and daily operations meetings back to the affected Regional team.
- Ensure information and updates from Supply and Logistics is distributed to the team to make the correct logistics decisions during a disaster.
- The Regional Operations team must know where available supply is located and where long hauls are available.
- Ensure scripted response is available for the Regional Operations team due to extraordinary circumstances.
- Adhere to the procedures in the three stages of the Disaster Recovery Process; Pre-disaster, Disaster, and Post-disaster.

- Dedicate volunteers for the Storm Operations Group and provide backup to cover responsibilities of the individuals that are pulled into the Storm Operations Group.
- Regional Supervisor must attend daily storm operations meetings.

Logistics

Logistics of refined products at Mansfield are managed by the Carrier Relations and LTL departments. The Carrier Relations department is dedicated to managing the strategic direction of Mansfield Oil's Full Truck Load transportation. The LTL department is dedicated to managing the strategic direction of Mansfield Oil's tank wagon transportation business. Their responsibility is to manage the complete life cycle of the transportation partnerships from hauler selection, hauler management, rate procurement & negotiation, risk mitigation, and issues management. Each logistics team will work within their respective networks and will be responsible for:

- Provide a list of available carriers with after-hours contacts
- Arrange long hauls and secure fair freight rates
- Reach out to carriers with critical delivery issues
- One representative must attend the daily operations meetings

Sales Team

The Sales Team is responsible for prospecting new business development and ensuring our current customers' needs are always understood and met in a timely fashion. During a potential disaster, the Sales Team must ensure higher level customer contacts are informed of the approaching storm and the implications that may arise. The Sales Team is also responsible for ensuring the information flow from the Storm Operations Lead is distributed appropriately to sales representatives and CRM's and vice versa. The group's responsibilities will include:

- Educate customers in regards to the disaster utilizing information given from the Storm Operations Leader.
- Inform customers of the implications that may arise (increased operations obstacles, change in pricing structures, possible increased charges/rates).
- Escalate customer related issues with customers.
- Relay information from customers back to the Storm Operations Lead.
- Dedicate volunteers for the Storm Operations Group and provide backup to cover responsibilities of the individuals that are pulled into the Storm Operations Group.
- Designate a main point of contact for after-hours calls, which will be utilized by the Storm Operations Lead and their group.
- Attend daily storm operations meetings.

RESOURCES

Disaster Recovery Database Overview

The disaster recovery database will include daily load information that will be utilized by the Disaster Recovery Operations Team to manage customer business. The database is a critical tool, which will include a daily list of releases and order details extracted from eFuel. The process to access the database is located in Appendix F. It will allow the team to exchange information on each load based on the following intended tasks.

- Confirmations by Storm Operation Group that fuel has been delivered and is in the customer's tank.
- Indicate loads moved to the next day.
- Designate long hauls.
- Specify any unusual events with particular loads.
- Utilize Prioritization Table provided in the database to rank loads.
- Designate any new tasks that must be completed by the regional Operations Specialists, Supply, Logistics, and CRM/Sales.
- Communicate and upload important updates on a FuelLink blog that will be created for each storm.

Legal Resources - Public Affairs Officer

In the event of a serious natural disaster the Disaster Recovery Operations Team will communicate closely with Mansfield's legal department and Public Affairs Officer (PAO), who may be chosen at the time of the event. The communication exchange will consist of severity of the storm and supply updates. The PAO representative may be responsible for obtaining government documentation preventing Mansfield loads from being commandeered and ensuring the loads are delivered to the originally intended ship to location.

PRE-DISASTER PROCEDURES OVERVIEW

The following procedures start 96 hours prior to the expected natural disaster. If the natural disaster is expected much earlier than 96 hours the team is required to follow all procedures listed below and leading up to the event. The team is also expected to follow all post event procedures listed in this document.

96 Hours (4 Days) Prior to Expected Event

- Project Manager calls on the Disaster Recovery Operations Team to meet and discuss potential impact areas.
- Storm Operations group is given access to database and trained on updates and expectation throughout the process.
- Regional Operations Specialists are instructed to top off inventory managed tanks.
- Three individuals (CRM's and Operations Specialists) are dedicated to the Storm Operations Group to start calling non-inventory managed customers to place their orders.

- Regional Operations Specialists attend storm training headed by their supervisor. Refer to Appendix C for specific training items.
- Supply will be instructed to communicate with terminal personnel for any vessel or pipeline delays.
- Customer Links are updated for potential school or site closings on a FuelLink blog.
- Logistics is instructed to contact carriers, update them of the impeding storm, and request dedicated help as we increase our demand.
- If necessary, depending on the storm severity, a LTL point of contact is flown into the Corporate Office (Gainesville, GA) for assistance.

72 Hours (3 Days) Prior to Expected Event

- Disaster Recovery Operations Team meets to review updates.
- Regional Operations Specialists will continue to top off inventory managed tanks.
- Storm Operations Group will continue calling non-inventory managed customers to place their orders.
- Supply and Sales will continue to identify customers that have potential index price risk and develop procedures to eliminate loss.
- Supply will continue communication with suppliers and terminals for any updates.
- Sales team will have conference calls with customer's corporate contacts, and specific sites to review fuel related strategies.

48 Hours (2 Days) Prior to Expected Event

- Disaster Recovery Operations Team meets to review updates.
- Final deliveries for inventory managed sites will be scheduled.
- Storm Operations Group will continue calling non-inventory managed customers to place their orders.
- Supply will continue communication with suppliers and terminals for any updates.
- Logistics will continue requesting updates from carriers.

24 Hours (1 Day) Prior to Expected Event

- Disaster Recovery Operations Team meets to discuss notifications from customers, carriers, and terminals.
- Current loads are brought into the Disaster Recovery Database.
- Loads are prioritized within the database.
- Supply and Logistics must provide updates items and possible solutions to the obstacles.
- Terminals in affected region may begin to close and carriers will cease operations and typically move assets.
- Final deliveries may be made if conditions permit.

EVENT OCCURANCE

The daily schedule in Appendix B is designed to promote coordination between the Disaster Recovery Operations Team. The assignments listed in the schedule must be followed and completed daily by the responsible party within the time frame given. If necessary, the event occurrence schedule will continue for consecutive days depending on the need and severity of the storm.

POST-DISASTER PROCEDURES OVERVIEW

24 Hours Post-Event: (Post event – supply and carrier's operations returned to normal)

- Disaster Recovery Operations Team will re-evaluate the delivery priority list and if disruptions to supply remain significant in the affected region.
- Regional Operations Specialists will continue to attempt to contact sites in the affected area and schedule deliveries on priority basis in accordance to safety considerations and any applicable local, state, or federal mandates.
- Regional Operations Specialists will inform the site if there are issues prohibiting delivery to any locations.
- Sales Team will follow up with customers on a corporate level.

48 Hours Post-Event:

- Disaster Recovery Operations Team meets to finalize and review the impact.
- Storm Operations Group will continue to work on holds for storm loads.
- Regional Operations Specialists will contact inventory managed locations that no longer have readings coming in.
- Sales Team will update customer corporate contacts, if necessary, regarding the operational status of terminals and carriers in the affected region, any anticipated disruptions to deliveries, and anticipated time lines until supply and deliveries will return to normal.
- Sales Team will notify customer corporate contacts of any sites with whom the operations team has NOT been able to make contact.
- Deliveries will be scheduled as needed in accordance to safety considerations and any applicable local, state, or federal mandates.

72 Hours Post-Event:

- Disaster Recovery Operations Team will conclude the post event meetings.
- Previous procedures will continue until normal operations are resumed: updates to corporate and sites, reevaluation of prioritized deliveries, and the scheduling of loads as conditions safely permit.

96 Hours Post-Event:

- Regional Operations Specialists will continue contacting sites for updates or issue resolutions.

Post Mortem

A post mortem meeting must be scheduled by the Project Manager of the Disaster Recovery Operations Team within two weeks of the natural disaster occurrence. The meeting will include the following topics:

- Recap of success.
- Improvements necessary for future events. An individual will be selected to update improvements in our Natural Disaster Business Continuity Plan.

- Discuss potential Customer Service Survey to be given to Mansfield customers in the affected area and internal customers. The results from the survey will be utilized to review and improve our disaster recovery response.

Plan Endurance

The Natural Disaster Recovery Plan will be distributed to Mansfield Operations numerous times throughout the year. Updated procedures will reside on FuelLink under Regional Operations. The Disaster Recovery Operations Team will host an annual mock test of the plan prior to hurricane season to ensure perseverance and necessary operational updates.

The Project Manager will hold quarterly meetings with the Storm Operations Group to ensure proper updates are enforced throughout the year. The following meeting and communications have to be initiated/communicated by the Project Manager:

- Quarterly meetings with the Storm Operations Group. The Project Manager will hand select the group members and notify them of the scheduled meetings.
- Monthly reminders communicated/emailed to Mansfield Operations providing an updated Natural Disaster Recovery manual.
- Quarterly reminder in the Mansfield Minute.
- Monthly reminder to the Regional Operations Supervisors to train Operations Specialist on the process and the Disaster Recovery Database.
- Complete quarterly tests on the Disaster Recovery Database to ensure it is working properly.
- Determine date and time of the MOC Test to be completed each July. The Project Manager will also need to appoint the MOC Test Leader.

MOC Test Guidelines

Each year the Project Manager will appoint a group member to initiate and conduct a MOC test that will serve as preparation for future live events. The MOC test should include at least the following procedures in order to well prepare the Disaster Recovery Operations Team.

- Project Manager will assign a MOC Test Leader to run the test.
- The Test Leader will announce a surprise meeting for the Disaster Recovery Operations Team.
- During the meeting the Test Leader will provide several mock scenarios, which should include at least the following listed items. The MOC Test leader should include any other relevant scenarios if necessary.
    - Ensure the team knows the location of the Disaster Recovery database and that they are well trained in the database. If not, the training will need to be reviewed.
    - Pick a region affected and go through a few orders within the database to identify potential risks.
    - Review how to update the status of the orders and the procedure of confirming loads.

- Review remaining problematic or rolled loads and the procedure of updating notes and changing dates within the system.
- Finalize the customer prioritization list and ensure all updates are in place.
- Review possible supply outages and identify mock guaranteed versus variable supply. Once identified review backup and long haul options.
- Evaluate potential long hauls and recap the long haul procedures with Carrier Relations and LTL. Ensure Carrier Relations and LTL are involved in obtaining the freight rates at the time of long hauls.
- Review potential obstacles that could arise such as internet or system going down. Ensure backup plans are in place.

Appendix A

Responsibilities of the Disaster Recovery Operations Team Summary

Team	Actions/Responsibilities
Storm Operations Group	**Storm Ops Lead** •Handles escalations •Manage information flow between Supply, Logistics, Regional Supervisor, and Sales Team •POC for internal departments (Follow Up, Gas Payables, Freight Payables, Operational Accounting, etc.) •Liaison for meeting comments •Ensure individuals are effectively managing their responsibilities
	Storm Ops Group Members •Validate information in the customer prioritization database and eFuel releases (date, terminal, carrier, contact info, tank level, etc.) •Note each long haul in the database to clearly identify additional charges for internal departments •Work with Logistics on daily freight exceptions report to ensure accurate rates are in the system and loads are billed accordingly •Ensure loads are ranked appropriately in the database prior to meetings •Report any updates from customers and carriers back to Storm Ops Lead •Communicate with carriers to confirm all scheduled storm loads are in the ground daily and update the database
Supply	•Check supply and update Storm Operations Group twice a day • Provide weather updates to Mansfield Oil • Explore long haul supply opportunities • Manage supply allocation • Attend daily storm operations meetings
Regional Supervisor and Customer Service Ops	•Communicate information and updates provided by the Storm Operations Lead and daily operations meetings back to the affected Regional Operations team. •Ensure information and updates from Supply and Logistics is distributed to the Regional Operations team to make the correct logistics decisions during a disaster. •The Regional Operations team must know where available supply is located and where long hauls are available. •Ensure scripted response is available for the Regional Operations team due to extraordinary circumstances. •Adhere to the procedures in the three stages of the Disaster Recovery Process; Pre-disaster, Disaster, and Post-disaster.
Logistics (Carrier Relations/LTL)	•Provide a list of available carriers with after-hours contacts. • Arrange long hauls and secure fair freight rates. •Reach out to carriers with critical delivery issues. • Attend daily storm operations meetings.
Sales (Govt, C&I, Retail, Spot)	•Educate customers in regards to the disaster utilizing information given from the Storm Operations Leader. •Inform customers of the implications that may arise (increased operations obstacles, change in pricing structures, possible increased charges/rates). •Escalate customer related issues with customers. •Relay information from customers back to the Storm Operations Leader. •Dedicate volunteers for the Storm Operations Group and provide backup to cover responsibilities of the individuals that are pulled into the •Storm Operations Group.

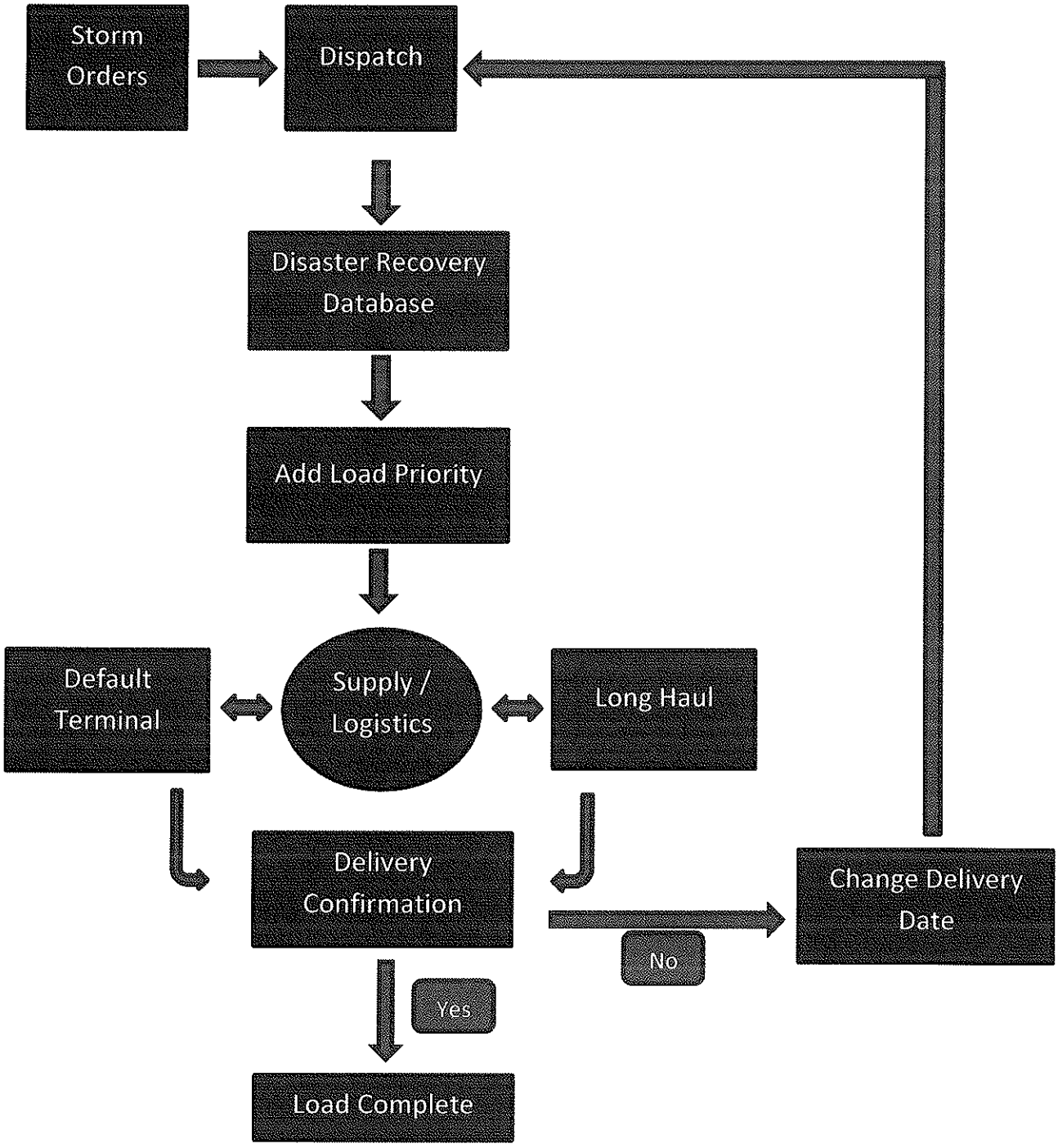
Appendix B

Event Occurrence Daily Schedule

Time Start	Time End	Database/Meeting	Responsible Party	Assignment
800	900	Database	Storm Ops Group	Identify missed previous day loads and be ready to escalate to Logistics at 930 meeting.
				Call missed loads from prior day and prioritize as "1" loads.
				All first priority loads in ground must be noted/checked off in database.
				Work with Operational Accounting to resolve any loads on hold.
930	1030	**DR Ops Meeting**	Regional Supervisor	Relay information from customers (outages, back to work updates, continued problems).
			Regional Sup/Storm Ops Lead	Report customer run outs.
				Identify long haul loads in database. (Must be scheduled prior to 3PM meeting for reporting during meeting).
			Strom Ops Lead	Priority loads that were missed by carriers are reported to Logistics.
				Action plan for missed loads should be reported back to team by noon.
			Supply	Update outages, day deals, allocation issues, and guaranteed vs. rack supply.
			Logistics	Recap of long hauls currently on books. Update on long haul availability remaining.
1030	1500	Database	Storm Ops Group	Run Freight Rate Exceptions Report, communicate with logistics, and confirm accurate freight rates. Assist in CSR review for storm loads.
				Confirm updated order notes, after hours contact, rolled dates, and prioritization.
				Confirm storm loads are delivered into customer tanks.
				As loads are missed, request for escalation is sent to Logistics and AM is informed.
1500	1600	**DR Ops Meeting**	Regional Supervisor	Relay any information from customers (outages, back to work updates, continued problems).
				Ensure updates on after hours contact, tank volume, etc.
			Regional Sup/Storm Ops Lead	Report missed loads, run outs, and prioritize long hauls.
			Storm Ops Lead	Confirmed rolled loads should be identified and discussed with supply to plan for next day alternatives.
				Load recap to identify spot and new customer loads in regards to prioritization.
			Supply	Update outages, day deals, allocation issues, and guaranteed vs. rack supply.
			Logistics	Recap of long hauls currently on books. If possible, update on long haul availability remaining.
1600	1700	Database	Storm Ops Group	Confirm storm loads are delivered into customer tanks.
				Ensure all long haul loads are double checked for terminal and delivery date accuracy in eFuel.
				Confirm terminals/carriers/suppliers/dates are correct for any moved loads from meeting.
			Storm Ops CSS/Logistics	Long hauls prioritized and noted.
1800	1800	Recap	Project Manager	Send a summary report to executives and business owners.
			Regional Supervisor	Communicate new information to Storm Ops Lead.
			Storm Ops	Load recap to identify spot and new customer loads in regards to prioritization.

Appendix C

Event Occurrence Process


Storm Orders
Dispatch
Disaster Recovery Database
Add Load Priority
Default Terminal
Supply / Logistics
Long Haul
Delivery Confirmation
Change Delivery Date
No
Yes
Load Complete

Appendix D

Customer Service Storm Training

Customer Reminders

- Encourage customers to place orders before the storm hits.
- If the customer has premium tanks, urge them to fill those tanks. The extra fuel will benefit the customer if supply routes are compromised after the storm. You must get permission from the customer first.
- Request additional telephone numbers for the customer to be added in orders.
    - Cell phones are preferable in case the customer loses power.
- Let the customer know that we will do our best to deliver fuel to them, but do not provide a concrete ETA's on deliveries due to terminal and logistics instability.
- Keep customers updated on the latest weather and traffic reports and convey concerns regarding driver safety that may hinder delivery.
- Remind retail locations not to price gouge.
- DO NOT speak to the press under any circumstance. If the press contacts you, please state "I am not at liberty to speak on the matter" and then refer them to our legal department if necessary.

Operations/Procedures Reminders

- Top off inventory managed sites that are in the projected path of the storm.
- If necessary, split loads to fuel as many customers as possible.
- Call customers first and follow up with emails recapping the conversation.
- Over communicate, enter notes in the order, and record everything.
- If you are not sure what to do, ask your supervisor immediately.
- Listen to the carriers. They are on the ground and the first line of information during these times. They will know road conditions, supply allocations, and terminal closures.
- Do not lift branded product without specific approval from Retail. This is guaranteed product for our branded retail stores that possibly could be selected as emergency posts during severe natural disasters.

FEMA

- If a load is confiscated by FEMA, try to obtain as much information as possible from the carrier, and inform your supervisor immediately. Make sure to have the release number, driver name, their cell phone, and ask if the driver knows where he is being rerouted to.
- Your supervisor will communicate this to the Storm Operations Group Lead.

Emergency Fueling

- If a customer's location is selected as an Emergency or Medical fueling station, that location will now have top priority on deliveries. Request a copy of the government (City/County) notification letter from the customer and forward it to your supervisor.
- Your supervisor will communicate this to the Storm Operations Group Lead so that this customer is now a higher priority as an Emergency or Medical fueling station.

Evacuation Routes

- The Storm Operations Group will prioritize loads for retail customers located on evacuation routes if sites are designated as emergency posts.

Location Safety

- If crime increases, it may be necessary to request a police presence from the customer to drop the fuel.

Safety/Tank Reminders

Pre-Disaster Reminders for Customers:

- Lock all nozzles to the pumps and tie off all of the hoses. This will prevent possible damage to the dispensers and increase safety of individuals in the surrounding area.
- Sandbag all pump covers if the strength of a hurricane necessitates.
- Leave the cap lock key in a safe place for driver access. In the event the driver does not have a key to the lock, he may be forced to cut the lock away from the cap.

In the event of an evacuation remind customers of the following:

- Stick all tanks for water before evacuating.
- Shut off all power at the main breaker.
- Block all driveways if possible.
- Lock all caps to the drop tubes to prevent fuel theft.

Post-disaster Reminders for customers

- Stick all tanks for water.
- Inform Mansfield immediately if the tanks are compromised or damaged.

Night and Weekend Contacts

- The Storm Operations Group Lead will provide on call names and numbers of key individuals.
    - Storm Operations Lead
    - Regional Supervisor
    - Supply
    - Logistics

Appendix E

Regional Offices

Calgary – Mansfield of Canada
Sun Life Plaza West Tower
144-4 Avenue SW, Suite 1600
Calgary, T2P3N4, Canada

Detroit, MI - Northeast Region
5400 North Stoney Creek Rd
Monroe, MI 48162-9501
Tel: 1-888-290-5187

Gainesville, GA – Southeast Region
1025 Airport Pkwy
Gainesville, GA 30501
Tel: 1-866-245-3140

Houston, TX – Midwest Region
820 Gessner
Suite 1760
Houston, TX 77024
Tel: 1-800-471-3835

Loma Linda, CA – West
25814 Business Center Drive
Suite B
Redlands, CA 92374
Tel: 1-800-926-1639

Mark, IL – Great Lakes Region
400 Ameday St
PO Box 48
Mark, IL 61340
Tel: 1-800-535-0612

Roseville, MN - Northern Plaines Region
2420 County Rd. C West
Roseville, MN 55113
Tel: 651-739-6416

KINDER MORGAN

SPECIFICATIONS FOR FULL OCTANE UNLEADED REGULAR GASOLINE

Product Code S8 (1) (2) (3) *

Specification Points	ASTM Method	Refinery Shipments
Octane (R+M)/2	D-2699 D-2700	87.0
Vapor Pressure psi max	D-4953, D-5191 Grabner EPA	10.0
Distillation, deg. F. T-50, min End Point Max.	D-86	 170 437
Workmanship		Clear and Bright
Lead, Max. gm/gal.	D-3237	0.030
Sulfur, ppm max	D-4294, D-2622, D-5453	80
Phosphorus Max. gm/gal.	D-3231	0.005

* This Product is NOT transported via KM's main line systems (East Line, West Line, Calnev Line, South Line, North Line and Oregon Line).

(1) The RVP of this gasoline does not exceed 10.0 psi.

(2) In addition to the above KM specifications, product must meet latest revision of ASTM D-4814.

(3) Maximum oxygen content is 0.05 weight %

Explorer Pipeline

FUNGIBLE SPECIFICATIONS ULTRA LOW SULFUR FUEL OIL CODE 77

FUNGIBLE ULTRA LOW SULFUR FUEL OIL BLENDSTOCK FOR BLENDING TO MEET TEXAS L.E.D. SPECIFICATIONS

PRODUCT PROPERTY	ASTM TEST METHOD	MINIMUM	EXPLORER ORIGIN SPECIFICATIONS (1) MAXIMUM	NOTES
Gravity, API	D287, D4052	30		
Flash Point, °F				
Pensky-Marten	D93	130		
Distillation C (F)	D86			
50%		Report		
90%		282 (540)	338 (640)	
End Point			366 (690)	
Or Simulated Distillation C (F)	D2887			
50% recovered			Report	
90% recovered		300 (572)	356 (673)	
End Point			421 (790)	
Color, ASTM	D1500, D6045		2.5	
Color, Visual		Undyed		
Viscosity, cSt @ 104°F (40°C)	D445	1.9	3.4	
Pour Point, °F	D97, D5949, D5950, D5985		See Page 3-50	
Cloud Point, °F	D2500, D5771 D5772, D5773		See Page 3-50	
Corrosion, 3 Hrs. @ 122 °F	D130		1	
Total Sulfur, % by wt.	D4294, D2622, D5453, D7039			
28" Origin			0.0010	(2)
Lake Charles, Port Neches			0.0010	(2)
Cetane Index	D976	40		
Cetane Index	D4737	40.0		(3)
Cetane Number	D613	40.0		
Ash, % by wt.	D482		0.01	
Carbon Residue: Ramsbottom on 10% Bottom	D524		0.35	
Water & Sediment				(4)
Thermal Stability	D2274			
300°F Pad rating, DuPont scale			7	
Thermal stability Reflectance	D6468	(W) 75		
Reading Min.		(Y) 82		
Oxidation Stability	D2274			
mg/100 ml			2.5	
Haze Rating @ 77°F (25°C)	D4176 Procedure 2		2	

Additives: Corrosion Inhibitors: Page 3-51

September 1, 2009

Supplier: **Mansfield Oil Company**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1807-245
Bulk Fuel for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 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.

Supplier: **Mansfield Oil Company**

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:
Texas Association of School Boards 12007 Research Blvd Suite 100, Austin, TX 78767

Contact Name: Title:
Jason Turner

Phone: E-mail
512-467-0222 jason.turner@tasb.org

Contract Date To: Contract Date From: Contract Value: $
6/1/2013 Current TBD

Scope of Work:
Supply and delivery of petroleum products.

Reference 2

Client Name: Location:
City of Amarillo, TX 509 SE 7th Ave, Amarillo, TX 79105

Contact Name: Title:
Mickey Brown Contract Buyer

Phone: E-mail
806-378-6241 mickey.brown@amarillo.gov

Contract Date To: Contract Date From: Contract Value: $
8/12/2013 8/1/2018 TBD

Scope of Work:
Supply and delivery of petroleum products.

Reference 3

Client Name: Location:
City of Lake Jackson, TX 25 Oak Drive, Lake Jackson, TX 77566

Contact Name: Title:
Giani Cantu Buyer

Phone: E-mail
979-415-2420 gcantu@lakejacksontx.gov

Contract Date To: Contract Date From: Contract Value: $
9/1/2014 Current TBD

Scope of Work:
Supply and delivery of petroleum products

Supplier: **Mansfield Oil Company**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**No relationships**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)
3	**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.**	**None**
4	**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.**	**None**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**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.)** 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. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☑ No 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? ☐ Yes ☑ No 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? ☐ Yes ☑ No D. Describe each affiliation or business relationship. **No business relationships** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **None**

7	**Josh Epperson**	**9/14/2018**
	Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Supplier: **Mansfield Oil Company**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

No relationships

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

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

N/A

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**
No relationships

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

7 Signature is not required if completing in BIDSYNC electronically;

Josh Epperson — Signature of vendor doing business with the governmental entity

9/14/2018 — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **Mansfield Oil Company**

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:	**Mansfield Oil Company of Gainesville, Inc.**
Address of Bidder:	**1025 Airport Parkway SW, Gainesville, GA 30501-6813**
Email:	**mocbids@mansfieldoil.com**
Telephone:	**800-255-6699**
Printed Name of Person Submitting Affidavit:	**Josh Epperson**
Signature of Person Submitting Affidavit:	**Josh Epperson**

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.

☐	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.

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 **Josh Epperson**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Josh Epperson**, (*Name of Signer*) am a duly authorized officer of/agent for **Mansfield Oil Company of Gainesville, Inc.**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Mansfield Oil Company of Gainesville, Inc.**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Josh Epperson**
on this the **14th**day of **September**, 20**18**.

Julie Tittle
Notary Public in and for

The State of **Georgia**

The County of **Hall**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Mansfield Oil Company**

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 FORMS AND SUBMISSION

2.1 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.

2.2 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 fun monies, etc.); or
B. Has a value of at least $1,000,000.

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

available on the Texas Ethics Commission website at the following link:

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

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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 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 CONDISERATION 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 Ensuing 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 (15^{th}) 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 Submittal.

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, statues, 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 the 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, n 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 t 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 t Agreement will be located in the Special Provisions 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 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.

Petroleum Traders Corporation

Bid Contact **Gayle Newton**
gnewton@petroleumtraders.com
Ph 800-348-3705
Fax 260-203-3820

Address **7120 Pointe Inverness Way**
Fort Wayne, IN 46804

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1807-245--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / gallon	**Y**	**Y**

Supplier Total $0.00

Petroleum Traders Corporation

Item: **Please attach all documents to this line**

Attachments

williamson county tx · submitted bid.pdf

Addendum_No._2.docx

TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Gasoline with 10% Ethanol	Flint Hills or Motiva	2.1501	n/a	+ 0.1050	2.2551	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills or Motiva	2.2138	n/a	+ 0.1050	2.3188	

Delivery Location: Williamson County, No Location Specified

TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Unleaded Gasoline with 10% Ethanol	Flint Hills or Motiva	2.1501	n/a	(- 0.0197)	2.1304	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills or Motiva	2.2138	n/a	+ 0.0043	2.2181	

Delivery Location: Williamson County, No Location Specified

STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Delivery Location: Williamson County, No Location Specified

Austin, TX OPIS CONTRACT BENCHMARK
Daily 07/24/2018
OPIS Gross CBOB Ethanol 10% RVP 7.8 Prices

		Terms	Unl	Mid	Pre
Texaco	b	1t45c	2.1630	2.3150	2.6280
Valero	b	1-10	2.1544	2.3144	2.6244
Chevron	b	1t45c	2.1630	2.3150	2.6280
Gulf	b	1-10	2.1572	2.3925	2.6297
Sunoco	b	125-3	2.1573	2.3103	2.6241
Citgo	b	1-10	2.1515	2.3081	2.6162
FlntHlsRs	u	N-10	2.0705	2.1725	2.3705
XOM	b	125-3	2.1565	2.3123	2.6215
PSX	b	1-10	2.1540	2.3055	2.6186
Shell-Mot	b	125-3	2.1624	-- --	2.6485
76-Mot	b	125-3	2.1614	2.3134	2.6171
Contract Low			2.0705	2.1725	2.3705
Contract High			2.1630	2.3925	2.6485
Contract Average			2.1501	2.3059	2.6024
Cont Branded Low			2.1515	2.3055	2.6162
Cont Branded High			2.1630	2.3925	2.6485
Cont Branded Avg			2.1581	2.3207	2.6256
Cont Unbranded Low			2.0705	2.1725	2.3705
Cont Unbranded High			2.0705	2.1725	2.3705
Cont Unbranded Avg			2.0705	2.1725	2.3705

Austin, TX OPIS CONTRACT BENCHMARK
Daily 07/24/2018
OPIS Gross No. 2 LED Distillate Prices

		Terms	LS	HS	ULS
Texaco	b	1t45c	-- --	-- --	2.2360
Valero	b	1-10	-- --	-- --	2.2225
Chevron	b	1t45c	-- --	-- --	2.2360
Sunoco	b	125-3	-- --	-- --	2.1844
Citgo	b	1-10	-- --	-- --	2.2167
FlntHlsRs	u	N-10	-- --	-- --	2.1815
XOM	b	125-3	-- --	-- --	2.2431
Motiva	u	N-10	-- --	-- --	2.1821
Motiva	b	125-3	-- --	-- --	2.2086
PSX	b	1-10	-- --	-- --	2.2190
Shell-Mot	b	125-3	-- --	-- --	2.2176
76-Mot	b	125-3	-- --	-- --	2.2176
Contract Low			-- --	-- --	2.1815
Contract High			-- --	-- --	2.2431
Contract Average			-- --	-- --	2.2138
Cont Branded Low			-- --	-- --	2.1844
Cont Branded High			-- --	-- --	2.2431
Cont Branded Avg			-- --	-- --	2.2202
Cont Unbranded Low			-- --	-- --	2.1815
Cont Unbranded High			-- --	-- --	2.1821
Cont Unbranded Avg			-- --	-- --	2.1818

Austin, TX OPIS CONTRACT BENCHMARK
Daily 07/24/2018
OPIS Gross No. 2 Red-Dyed Distillate LED Prices

		Terms	PRD	RED	ULS
Texaco	b	1t45c	-- --	-- --	2.2410
Chevron	b	1t45c	-- --	-- --	2.2410
Citgo	b	1-10	-- --	-- --	2.2217
FlntHlsRs	u	N-10	-- --	-- --	2.1850
Motiva	u	N-10	-- --	-- --	2.1871
Contract Low			-- --	-- --	2.1850
Contract High			-- --	-- --	2.2410
Contract Average			-- --	-- --	2.2152
Cont Branded Low			-- --	-- --	2.2217
Cont Branded High			-- --	-- --	2.2410
Cont Branded Avg			-- --	-- --	2.2346
Cont Unbranded Low			-- --	-- --	2.1850
Cont Unbranded High			-- --	-- --	2.1871
Cont Unbranded Avg			-- --	-- --	2.1861

PETRTRA-01 RENEER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Lupke Rice Insurance & Financial Services 127 W. Berry Street, Ste 500 Fort Wayne, IN 46802	PHONE (A/C, No, Ext): (260) 424-4150	FAX (A/C, No): (260) 424-4187
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyd's of London	
INSURED	INSURER B : Ohio Security Insurance Company	24082
Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804	INSURER C : Evanston Insurance Company	35378
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENVP0000199-18	09/01/2018	09/01/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ENVP0000199-18	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ENVX0000164-18	09/01/2018	09/01/2019	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWS(19)59069451	09/01/2018	09/01/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	2nd Layer Excess			MKLV2EFX100222	09/01/2018	09/01/2019	Each Claim	3,000,000
A	Pollution			ENVP0000199-18	09/01/2018	09/01/2019	Each Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

INFORMATION PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PETROLEUM TRADERS CORPORATION
7110 Pointe Inverness Way
Fort Wayne, IN 46804-7928
(260) 432-6622

September 20, 2018

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

Re: Certificate of Insurance

To Whom It May Concern:

In Solicitation # 1807-245 Bulk Fuel for Williamson County regarding the County's fuel needs, it mentions a certificate of insurance with the County, its directors, officers and employees added as additional insured. It is Petroleum Traders Corporation's practice to only have a company listed as "additional insured" if we are awarded their bid. Therefore, if we are notified we are awarded Solicitation # 1807-245 Bulk Fuel for Williamson County, we will be more than happy to provide a certificate naming you as additional insured.

Thank you for your understanding,

Gayle Newton
Contract Sales Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number: 2018-406079
Date Filed: 09/19/2018
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Petroleum Traders Corporation
Fort Wayne, IN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Solicitation 1807-245
Supply and delivery of bulk fuel (gasoline & diesel)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Newton, Gayle	FORT WAYNE, IN United States	X	
Himes, Vicki	FORT WAYNE, IN United States	X	
Stephens, Linda	FORT WAYNE, IN United States	X	
Himes, Michael	FORT WAYNE, IN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gayle Newton, and my date of birth is October 10, 1959.

My address is 7120 Pointe Inverness Way (street), Fort Wayne (city), IN (state), 46804 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Allen County, State of Indiana, on the 20th day of September (month), 20 18 (year).

Gayle Newton
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.6711

FLINT HILLS resources

Conventional Gasoline with 10% Ethanol
Destination Specification

By Octane Grade						
Anti-Knock Quality	**ASTM Method**	**Regular 87**	**Midgrade 89**	**Premium 93**	**Notes**	**Spec Source**
Octane, (R+M)/2	D 4814	Min. 87.0	Min 89.0	Min. 93.0		ASTM

All Grades - Non-Seasonal Limits					
Product Property	**ASTM Method**	**Minimum**	**Maximum**	**Notes**	**Spec Source**
Gravity					
API All Level	D 4052	Report			ASTM/EPA
Composition					
Benzene, vol.%	D 3606		2.3		EPA
Aromatics, vol.%	D 5769 or D 1319	Report			EPA
Olefins, vol.%	D 1319	Report			EPA
Oxygen Content, wt.%	D 5599 or D4815		4.0		ASTM
Total Sulfur, ppmw	D 2622 or D5453		95		EPA
Ethanol Content, vol.%	D 4814	9	10		ASTM
Corrosion & Stability					
Copper Strip Corrosion	D 130		1		ASTM
Silver Strip Corrosion	D 4814		1		ASTM
Sovent Washed Gum, mg/100ml	D381		5		ASTM
Oxidation Stability	D 525	240			ASTM
Contaminants					
Appearance	D 4814	Clear and Bright			TX
Color		No Dye			FHR
Lead Compounds, g/Gal	D 3237		0.05		ASTM
Phosphorous, g/Gal	D 3231		0.004		ASTM
Mercaptan Sulfur, wt.%	D 3227		0.004		ASTM

All Grades - Seasonal Limits									
Property	**ASTM**	**Limit**	**Vapor Pressure & Distillation Class**					**Note**	**Spec Source**
			AA	**A**	**B**	**C**	**D**		
Vapor Pressure									
RVP, psi	D5191	max	7.8	9.0	11.0	12.5	14.5		ASTM
Distillation									
10% Evap., °F	D86	max	158	158	149	140	131		ASTM
50% Evap., °F	D86	min	150	150	150	150	150		ASTM
50% Evap., °F	D86	max	250	250	245	240	235		ASTM
90% Evap., °F	D86	max	374	374	374	365	365		ASTM
End Point °F	D86	max	437	437	437	437	437		ASTM
Residue Volume %	D86	max	2	2	2	2	2		ASTM
Volatility									
Drivability Index , °F	D4814	max	1250	1250	1240	1230	1220		ASTM
Property	**ASTM**	**Limit**	**Vapor Lock Protection Class**					**Note**	**Spec Source**
			1	**2**		**3**	**4**		
Vapor Lock Class									
Vapor/Liquid 20:1, °F	D5188 (D4814)	min	129	120		113	105	a, b	ASTM - FHR Colonial

Uncontrolled if Printed

FLINT HILLS resources

Conventional Gasoline with 10% Ethanol Destination Specification

Applicable Dates for Product Vapor Pressure & Distillation Class at the Terminals	Vapor Pressure & Distillation Class	Vapor Lock Class
May, Jun., Jul., Aug., Sep., Oct 1	AA	1
Apr., Oct. 2 - 31	C	3
Oct. 2 - 31 for Corpus Christi only	A	1
Nov., Dec., Jan., Feb., Mar.	D	4

Notes:

a. Specification sources are ASTM D4814 and Colonial Pipeline. FHR's selected value for Vapor Lock Class 4 is based on ASTM class 5.

b. V/L calculation specified in D4814 may be used if method D5188 is unavailable.

Issue Date:3/02/10 Written by: Gery Valle

Nature of Change:

Changed Existent Gum to Solvent Washed Gum with a maximum of 5.

Uncontrolled if Printed

FLINT HILLS resources

Diesel Fuel S15 No.2-D Destination Specification

Product Property	Units	Limit	Values	Method	Note	Spec (a.) Source
Composition					b.	
Cetane Index		MIN	40	D-976		EPA/ASTM
Cetane Index (Four Variable)		MIN	40	D-4737B		ASTM
Total Sulfur	ppmw	MAX	15	D-7039		EPA/ASTM
Volatility						
Distillation 90% Recovery	°F	MIN MAX	540 640	D-86		ASTM
Flash Point	°F	MIN	126	D-93		ASTM
API Gravity	°API		Report	D-4052		FHR
Fluidity						
Viscosity	cSt@104 °F	MIN MAX	1.9 4.1	D-445		FHR
Cloud Point	°F	MAX	Nov.-Mar. +20 April, Oct +30	D-5771, D-5773 or D-2500		ASTM
Corrosion						
Copper Strip (3 hrs @122 °F)		MAX	3	D-130		FHR
Contaminants						
Appearance					c.	ASTM
Haze	Haze@Ambient	MAX	< 3	D-4176		FHR
Ash	wt. %	MAX	0.01	D-482		ASTM
Carbon Residue	wt. %	MAX	0.35	D-4530		ASTM
Thermal Stability	Pad @ 300°F	MAX	7	DuPont		FHR
Lubricity						
HFRR	microns @ 60 °C	MAX	520	D-6079	d.	ASTM

Notes

a. ASTM specification source is D975 "Standard Specification for Diesel Fuel Oils".
b. Product purchased at, or deliveries originating from, the FHR Euless Terminal may contain up to 5% biodiesel.
c. Free of sediment and water as per ASTM D-975.
d. No Lubricity Improver Additive is added to bulk shipments via pipeline or vessel. Injection is at the terminal rack.

Issue Date: 5/03/2011 Approved by: Rick Legvold (Lab/Quality Assurance Manager)

Nature of Change:
Specification revised to conform to the new format.
Remove note "Testing performed on oversight basis only."
Include note that FHR Euless Terminal may contain up to 5% biodiesel.

Uncontrolled if Printed

Williamson County, Texas Bid 1807-245

Solicitation 1807-245

Bulk Fuel for Williamson County

Bid Designation: Public

WILLIAMSON COUNTY
1848

Williamson County, Texas

Williamson County, Texas Bid 1807-245

Bid 1807-245
Bulk Fuel for Williamson County

Bid Number	1807-245
Bid Title	Bulk Fuel for Williamson County
Bid Start Date	Jul 24, 2018 11:45:37 AM CDT
Bid End Date	Sep 21, 2018 3:00:00 PM CDT
Question & Answer End Date	Sep 14, 2018 5:00:00 PM CDT
Bid Contact	Erica Smith Purchasing Specialist III 512-943-1554 erica.smith@wilco.org
Contract Duration	12 months
Contract Renewal	2 annual renewals
Prices Good for	90 days
Pre-Bid Conference	Aug 14, 2018 10:00:00 AM CDT Attendance is optional Location: Williamson County Purchasing Office 901 S. Austin Ave. Georgetown, TX 78626
Bid Comments	**Williamson County is soliciting bids for qualified vendors to supply the County with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.**

Item Response Form

Item	1807-245--01-01 - Please attach all documents to this line
Quantity	1 gallon

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 1807-245
Bulk Fuel for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 21, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 21, 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.

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:
Austin Independent School District	1111 West 6th St Austin, TX 78703

Contact Name:	Title:
Sheri Albin	

Phone:	E-mail
512-414-2114	sheri.albin@austinisd.org

Contract Date To:	Contract Date From:	Contract Value: $
Present	November 2009	~ $500,000 annually

Scope of Work:

Supply and delivery of gasoline

Reference 2

Client Name:	Location:
Brazoria County, TX	111 East Locust Angelton, TX 77515

Contact Name:	Title:
Elizabeth Morgan	Assistant Contract Specialist

Phone:	E-mail
979-864-1825	emorgan@brazoria-county.com

Contract Date To:	Contract Date From:	Contract Value: $
Present	September 2013	~ $1,100,000 annually

Scope of Work:

Supply and delivery of gasoline and diesel fuel

Reference 3

Client Name:	Location:
Wharton County, TX	309 East Milam St Wharton, TX 77488

Contact Name:	Title:
Sharon Boedeker	

Phone:	E-mail
979-532-2640	sharon.boedeker@co.wharton.tx.us

Contract Date To:	Contract Date From:	Contract Value: $
Present	January 2016	~ $320,000 annually

Scope of Work:

Supply and delivery of diesel fuel

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

Petroleum Traders Corporation

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)

3 **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.**

n/a

4 **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.**

n/a

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	Form CIQ Page 2

5 **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.)

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

n/a

6. Describe any other affiliation or business relationship that might cause conflict of interest:

n/a

7

	9/20/2018
Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Petroleum Traders Corporation

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

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

n/a

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

n/a

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

9/20/2018

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

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:	Petroleum Traders Corporation
Address of Bidder:	7120 Pointe Inverness Way Fort Wayne, IN 46804
Email:	gnewton@petroleumtraders.com
Telephone:	888-637-7661
Printed Name of Person Submitting Affidavit:	Gayle Newton
Signature of Person Submitting Affidavit:	Gayle Newton

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.

☒	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.

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 Gayle Newton (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Gayle Newton, (*Name of Signer*) am a duly authorized officer of/agent for Petroleum Traders Corporation (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said Petroleum Traders Corporation (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named Gayle Newton on this the 20th day of September, 20 18.

Michelle Beard
Notary Public in and for

The State of Indiana

The County of Allen

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

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 FORMS AND SUBMISSION

2.1 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.

2.2 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 fun monies, etc.); or
B. Has a value of at least $1,000,000.

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

available on the Texas Ethics Commission website at the following link:

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

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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 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 CONDISERATION 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 Ensuing 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 Bidde 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 (15^{th}) 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 Submittal.

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, statues, 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 the 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 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 Agreement will be located in the Special Provisions 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 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 Technical Contact

Kevin Teller, (or successor), Director of Fleet Services, 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 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning December 1, 2018 and ending November 30, 2019.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved be the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the

latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 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 and should include the bid number and bid description:

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.

Successful Bidder must comply with the following insurance requirements at all

times during this Contract:

A. **Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Bidder, at Successful Bidder's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. **Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. **Premiums and Deductible.** Successful Bidder shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Bidder further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Bidder is responsible, Successful Bidder shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Bidder's insurance must be declared and approved in writing by County in advance.

D. **Commencement of Work.** Successful Bidder shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Bidder shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder hereunder.

E. **Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. **Certification of Coverage.** Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Bidder shall also notify County, within twenty-four (24)**

hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

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

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

   Williamson County
   901 S Austin Ave
   Georgetown, Texas 78626

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

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

Williamson County, Texas Bid 1807-245

BID SPECIFICATIONS

Scope of Services

Purpose
Williamson County is soliciting bids for qualified vendors to supply the County with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.

Fuel Quality and Acceptance
All Bids received must list the brand or trade name of the fuel being offered and include a copy of the manufacturers purchase / exchange specifications. Specifications shall indicate manufacturers maximum allowable sulfur content. Any additive used must be identified by brand or trade name and manufacturer's specification sheet provided with the Bid. Any additional alcohol or Bio blending beyond the mandatory specification for the Greater Austin Area will not be acceptable. The Contract Administrator must be advised by written notification of any additional blending that may be required due to any future State or Federal mandates.

Upon bid award, Successful Bidder will be required to provide MSDS sheets on all products provided.

Delivery
All fuel will be ordered on an "as needed basis".

Prompt delivery is essential in the performance of this Contract. Points of delivery are Georgetown, Taylor, Granger, and Florence. Orders must be delivered within 24 hours.

Successful Bidder must be able to deliver all products into above ground skid tanks and underground tanks. Products must be metered or accurately measured at the time of delivery. Successful Bidder will be required to provide a current copy of "Certificate of Registration of Weights and Measures Devices" applicable to all vehicles delivering metered fuel with subsequent proof of renewals as they occur.

Fuel Spills
Extreme care must be taken by the Successful Bidder to avoid fuel spills. The tanker truck must be attended at all times during fuel offloading. Any cost incurred as a result of fuel spills due to negligence on the part of the Successful Bidder, its agents or employees, or due to equipment malfunction, will be borne by the Successful Bidder and may be grounds for termination of this Contract at the discretion of the Williamson County Commissioner's Court. Successful Bidder is responsible for following the notification procedures as outlined in the Texas Administrative Code, Title 30; Chapter 327:1-5 for all reportable quantities.

Bid Pricing
Bid price will be per gallon.

Gallons shall be billed net unless product is metered.

The bid price (contract price) will be compared to the daily average composite index published in the Oil Pricing Information Service (OPIS) report for the Austin, Texas area. If there are errors in extension figures the unit price will prevail.

A firm fixed price for fuels will be determined by applying the Successful Bidder differentials (the differential must be a firm dollar amount during the Contract, consist of four (4) decimal places and will be identified by the Bidder as either negative or positive) to the average gallon prices listed in the OPIS daily average for the Austin, Texas are

Each invoice will reference the date of each applicable OPIS and published index average.

The Successful Bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to the Contract Administrator daily by email as follows:

Email: kevin.teller@wilco.org

The Oil Pricing Information Service (OPIS) report published on July 24th, 2018 or the last report published as close to that date as possible, will be used to establish the benchmark for your quotation. (Please Attach Report)

Taxes: Do not include tax in the price quoted on the fuel bid. Bid only the price of the product. Williamson County is by statue, exempt from federal excise tax and will pay any appropriate taxes as required.

Natural Disaster or Emergency Situation
In the event of a Natural Disaster or Emergency Situation, awarded bidder will escalate Williamson County to a Priority One level for fuel deliveries and will make deliveries as needed, required and requested, 24/7, to the best of their capabilities and available resources, equipment and manpower

Gasoline and Diesel Specifications

Gasoline and Diesel to Be Bid:

1.	Conventional Gasoline w/10% Ethanol	87 Conv w/10%Ethanol
2.	Diesel Fuel S15 No.2-D	Cetane number of 40 minimum

Specifications for Conventional/Unleaded Gasoline with 10% Ethanol:

The unleaded regular gasoline will contain a detergent additive in sufficient concentrations submitted by laboratory tests recognized by the automobile industry for these fuels.

***See Attachment A in Separate PDF**: Conventional Gasoline with 10% Ethanol Destination Specification*

Existent Gum, mg/100 mL D381	5 maximum	
Oxidation Stability, mins. D525	240 minimum	(see notes c)

Specifications for No.2 Diesel Fuel containing No Higher than a 5% bio blend:

***See Attachment A in Separate PDF**: Diesel Fuel S15 No.2-D Destination*

COUNTY GAS AND DIESEL FUEL STORAGE TANK LOCATIONS AND ESTIMATED USAGES:

CENTRAL MAINTENANCE FACILITY

3151 SE Inner Loop
Georgetown, Texas

Diesel Fuel: one (1) 10,000 gallon underground fiber glass tank

Gasoline: one (1) 10,000 gallon underground fiber glass tank

Estimated fuel usage in a 12-month period:

191,000 gallons of diesel fuel
260,000 gallons of unleaded fuel

GRANGER BARN

Rt 1 Box 1 (On Hwy 971)
Granger, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

As-needed, this site is not currently open

TAYLOR BARN

900 S Main Street (Hwy 95)
Taylor, Texas

Diesel Fuel: one (1) 3,000 gallon above ground

Gasoline: one (1) 3,000 gallon regular unleaded above ground

Estimated fuel usage in a 12-month period:

3,000-7,000 gallons of diesel fuel
23,000-29,000 gallons of unleaded fuel
Variable depending on project locations within the county

FLORENCE BARN

100 FM 970
Florence, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

As-needed, this site is not currently open

Conventional Gasoline with 10% Ethanol
Destination Specification

By Octane Grade						
Anti-Knock Quality	ASTM Method	Regular 87	Midgrade 89	Premium 93	Notes	Spec Source
Octane, (R+M)/2	D 4814	Min. 87.0	Min 89.0	Min. 93.0		ASTM

All Grades - Non-Seasonal Limits					
Product Property	ASTM Method	Minimum	Maximum	Notes	Spec Source
Gravity					
API All Level	D 4052	Report			ASTM/EPA
Composition					
Benzene, vol.%	D 3606		2.3		EPA
Aromatics, vol.%	D 5769 or D 1319	Report			EPA
Olefins, vol.%	D 1319	Report			EPA
Oxygen Content, wt.%	D 5599 or D4815		4.0		ASTM
Total Sulfur, ppmw	D 2622 or D5453		95		EPA
Ethanol Content, vol.%	D 4814	9	10		ASTM
Corrosion & Stability					
Copper Strip Corrosion	D 130		1		ASTM
Silver Strip Corrosion	D 4814		1		ASTM
Sovent Washed Gum, mg/100ml	D381		5		ASTM
Oxidation Stability	D 525	240			ASTM
Contaminants					
Appearance	D 4814	Clear and Bright			TX
Color		No Dye			FHR
Lead Compounds, g/Gal	D 3237		0.05		ASTM
Phosphorous, g/Gal	D 3231		0.004		ASTM
Mercaptan Sulfur, wt.%	D 3227		0.004		ASTM

All Grades - Seasonal Limits									
Property	ASTM	Limit	Vapor Pressure & Distillation Class AA	A	B	C	D	Note	Spec Source
Vapor Pressure									
RVP, psi	D5191	max	7.8	9.0	11.0	12.5	14.5		ASTM
Distillation									
10% Evap., °F	D86	max	158	158	149	140	131		ASTM
50% Evap., °F	D86	min	150	150	150	150	150		ASTM
50% Evap., °F	D86	max	250	250	245	240	235		ASTM
90% Evap., °F	D86	max	374	374	374	365	365		ASTM
End Point °F	D86	max	437	437	437	437	437		ASTM
Residue Volume %	D86	max	2	2	2	2	2		ASTM
Volatility									
Drivability Index , °F	D4814	max	1250	1250	1240	1230	1220		ASTM
Property	ASTM	Limit	Vapor Lock Protection Class 1	2	3	4		Note	Spec Source
Vapor Lock Class									
Vapor/Liquid 20:1, °F	D5188 (D4814)	min	129	120	113	105		a, b	ASTM - FHR Colonial

Conventional Gasoline with 10% Ethanol
Destination Specification

Applicable Dates for Product Vapor Pressure & Distillation Class at the Terminals	Vapor Pressure & Distillation Class	Vapor Lock Class
May, Jun., Jul., Aug., Sep., Oct 1	AA	1
Apr., Oct. 2 - 31	C	3
Oct. 2 - 31 for Corpus Christi only	A	1
Nov., Dec., Jan., Feb., Mar.	D	4

Notes:

a. Specification sources are ASTM D4814 and Colonial Pipeline. FHR's selected value for Vapor Lock Class 4 is based on ASTM class 5.

b. V/L calculation specified in D4814 may be used if method D5188 is unavailable.

Issue Date:3/02/10 Written by: Gery Valle

Nature of Change:

Changed Existent Gum to Solvent Washed Gum with a maximum of 5.

Diesel Fuel S15 No.2-D Destination Specification

Product Property	Units	Limit	Values	Method	Note	Spec (a.) Source
Composition					b.	
Cetane Index		MIN	40	D-976		EPA/ASTM
Cetane Index (Four Variable)		MIN	40	D-4737B		ASTM
Total Sulfur	ppmw	MAX	15	D-7039		EPA/ASTM
Volatility						
Distillation 90% Recovery	°F	MIN MAX	540 640	D-86		ASTM
Flash Point	°F	MIN	126	D-93		ASTM
API Gravity	°API		Report	D-4052		FHR
Fluidity						
Viscosity	cSt@104 °F	MIN MAX	1.9 4.1	D-445		FHR
Cloud Point	°F	MAX	Nov.-Mar. +20 April, Oct +30	D-5771, D-5773 or D-2500		ASTM
Corrosion						
Copper Strip (3 hrs @122 °F)		MAX	3	D-130		FHR
Contaminants						
Appearance					c.	ASTM
Haze	Haze@Ambient	MAX	<3	D-4176		FHR
Ash	wt. %	MAX	0.01	D-482		ASTM
Carbon Residue	wt. %	MAX	0.35	D-4530		ASTM
Thermal Stability	Pad @ 300°F	MAX	7	DuPont		FHR
Lubricity						
HFRR	microns @ 60 °C	MAX	520	D-6079	d.	ASTM

Notes

a. ASTM specification source is D975 "Standard Specification for Diesel Fuel Oils".
b. Product purchased at, or deliveries originating from, the FHR Euless Terminal may contain up to 5% biodiesel.
c. Free of sediment and water as per ASTM D-975.
d. No Lubricity Improver Additive is added to bulk shipments via pipeline or vessel. Injection is at the terminal rack.

Issue Date: 5/03/2011 Approved by: Rick Legvold (Lab/Quality Assurance Manager)

Nature of Change:
Specification revised to conform to the new format.
Remove note "Testing performed on oversight basis only."
Include note that FHR Euless Terminal may contain up to 5% biodiesel.

Page 1 of 1

TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Gasoline with 10% Ethanol	Flint Hills	2.1501	n/a	0.1050	2.2551	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	or Motiva	2.2138	n/a	0.1050	2.3188	

Delivery Location: Williamson County, No Location Specified

TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Unleaded Gasoline with 10% Ethanol	Flint Hills	2.1501	n/a	-0.0197	2.1304	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	or Motiva	2.2138	n/a	0.0043	2.2181	

Delivery Location: Williamson County, No Location Specified

STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	No bid	No bid	No bid	No bid	No bid	No bid

Delivery Location: Williamson County, No Location Specified

Williamson County, Texas Bid 1807-245

Question and Answers for Bid #1807-245 - Bulk Fuel for Williamson County

Overall Bid Questions
There are no questions associated with this bid.
Question Deadline: Sep 14, 2018 5:00:00 PM CDT

UNIT #	LOCATION	FUEL TYPE	CAPACITY gal	10/1/16-7/30/18
HR0485	102 W 3rd Street Georgetown	Diesel	150	
HR0486	312 N Main Georgetown Admin	Diesel	100	
HR0587	211 Commerce Cove Round Rock	Diesel	410	
HR0710	350 Discovery Blvd Cedar Park	Diesel	32	17.6
HR0889	115 W 6th Street Taylor	Diesel	290	80
JR0388	1821 SE Inner Loop Georgetown	Diesel	468	
RR0180	1038 CR 116 Georgetown	Diesel	150	64.4
RR0181	1900 Cougar Country Cedar Park	Diesel	150	50.4
RR0182	5251 CR 200 Liberty hill	Diesel	150	36.3
RR0183	CR 424 Thrall	Diesel	150	57.2
RR0984	FM 2843 Florence	Diesel	150	84.9
RR12100	2801 Hogh Country Blvd Round Rock	Diesel	305	99.2
RR13100	108 Old Coupland Rd Taylor	Diesel	305	84.6
RR14100	2141 Tower Rd Georgetown	Diesel		100.1
RR14101	1302 Fire Lane Cedar Park	Diesel	305	75.2
RR1488	5690 CR 327 Granger	Diesel		
SR0276	508 Rock St Georgetown	Diesel	2400	711
SR1401	508 Rock St Georgetown	Diesel	450	125
YR1201	911 Tracy Chamber Lane Georgetown	Diesel	5200	
				1585.9

Randy Barker, CPPO, CPPB
Purchasing Agent / Director

ADDENDUM NO. 2

Date: September 20th, 2018

Owner: Williamson County, Texas

Project Name: Bulk Fuel for Williamson County

Project No: 1807-245

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Bid Specification language.

Description of Addition or Change:

This addendum is to clarify the following Bid Specification language:

"The Successful Bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to the Contract Administrator daily by email as follows:

Email: kevin.teller@wilco.org

The Oil Pricing Information Service (OPIS) report published on July 24th, 2018 or the last report published as close to that date as possible, will be used to establish the benchmark for your quotation. (Please Attach Report)"

The current copy of the "Oil Pricing Information Service (OPIS) Report" we are requesting daily by email and to be attached to establish the benchmark for the quotation needs to be typed in excel. We are not requesting a copy of the actual OPIS publication.

512.943.3553 / Fax 512.943.1575
purchase@wilco.org / www.wilco.org
901 S. Austin Ave,
Georgetown, TX 78626

Supplier: **Petroleum Traders Corporation**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1807-245
Bulk Fuel for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 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.

Supplier: **Petroleum Traders Corporation**

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:
Austin Independent School District, TX 1111 West 6th St Austin, TX 78703

Contact Name: Title:
Sheri Albin

Phone: E-mail
512-414-2114 sheri.albin@austinisd.org

Contract Date To: Contract Date From: Contract Value: $
Present November 2009 ~ $500,000 annually

Scope of Work:
Supply and delivery of gasoline

Reference 2

Client Name: Location:
Brazoria County, TX 111 East Locust Angleton, TX 77515

Contact Name: Title:
Elizabeth Morgan Assistant Contract Specialist

Phone: E-mail
979-864-1825 emorgan@brazoria-county.com

Contract Date To: Contract Date From: Contract Value: $
Present September 2013 ~ $1,100,000 annually

Scope of Work:
Supply and delivery of gasoline and diesel fuel

Reference 3

Client Name: Location:
Wharton County, TX 309 East Milam St Wharton, TX 77488

Contact Name: Title:
Sharon Boedeker

Phone: E-mail
979-532-2640 sharon.boedeker@co.wharton.tx.us

Contract Date To: Contract Date From: Contract Value: $
Present January 2016 ~ $320,000 annually

Scope of Work:
Supply and delivery of diesel fuel

Supplier: **Petroleum Traders Corporation**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.** **Petroleum Traders Corporation**	
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)
3	**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.** **n/a**	
4	**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.** **n/a**	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**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.)** 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. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No 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? ☐ Yes ☐ No 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? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **n/a** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **n/a**

7		**9/20/2018**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Petroleum Traders Corporation**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Petroleum Traders Corporation

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

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

n/a

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

n/a

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity **9/20/2018** Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **Petroleum Traders Corporation**

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:	**Petroleum Traders Corporation**
Address of Bidder:	**7120 Pointe Inverness Way Fort Wayne, IN 46804**
Email:	**gnewton@petroleumtraders.com**
Telephone:	**888-637-7661**
Printed Name of Person Submitting Affidavit:	**Gayle Newton**
Signature of Person Submitting Affidavit:	**Gayle Newton**

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.

☑	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.

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 **Gayle Newton**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Gayle Newton**, (*Name of Signer*) am a duly authorized officer of/agent for **Petroleum Traders Corporation**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Petroleum Traders Corporation**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Gayle Newton**
on this the **20th**day of **September**, 20**18**.

Michelle Beard
Notary Public in and for

The State of **Indiana**

The County of **Allen**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Petroleum Traders Corporation**

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 FORMS AND SUBMISSION

2.1 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.

2.2 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 fun monies, etc.); or
B. Has a value of at least $1,000,000.

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

available on the Texas Ethics Commission website at the following link:

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

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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 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 CONDISERATION 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 Ensuing 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 (15^{th}) 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 Submittal.

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, statues, 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 the 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, n 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 t 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 t Agreement will be located in the Special Provisions 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 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.

RKA Petroleum

Bid Contact **Cynthia Kilian**
ckilian@rkapetroleum.com
Ph

Address **28340 Wick Rd**
Romulus , MI 48174

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1807-245--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / gallon	**Y**	**Y**

Supplier Total $0.00

RKA Petroleum

Item: **Please attach all documents to this line**

Attachments

RKA Petroleum.pdf

WILLIAMSON COUNTY

PURCHASING DEPARTMENT

901 S. Austin Avenue

GEORGETOWN, TEXAS 78626

Time-Stamp Certification
For Receipt of RFP, RFQ, and IFB Responses

This is to certify that I, (circle your name)
Brenda Fuller
Blake Skiles
Dianne West
Erica Smith
Jayme Jasso
Johnny Grimaldo
Kerstin Hancock
Lyn Mazey
Randy Barker

Received the package from RKA Petroleum (vendor name on package)

For RFP/RFQ/IFB # 1807-245

At the date and time stamped at the bottom of this form.

Erica Smith
Signature of Receiving Purchasing Dept. Representative

Time-Stamp RECD AM 9:55 19 SEP'18))

ORIGINAL

RKA PETROLEUM COMPANIES

Certified WBENC Women's Business Enterprise

September 18, 2018

SUBJECT: Bulk Fuel for Williamson County

RKA Petroleum is a Michigan Corporation, **family owned business** and is a **Certified WBE 100% woman owned business** who has been offering diesel fuels, gasoline, ethanol, biodiesel blends and other petroleum products Nationally and in the South-East Michigan area for over 45 years. RKA is a national leader in wholesale fuel supply.

Please see RKA Petroleum Companies, Inc. information below:

CERTIFICATION(S):	WBENC #2005120380 (attached)
DUNS NO:	01 674 9376
INCORPORATION DATE:	September 3, 1969
FEIN NO:	38-1896753

RKA Petroleum appreciates the opportunity to bid on the Williamson County's fuel requirements. If you have any questions or need additional information, please feel free to contact me at anytime.

Best regards,

Cynthia Kilian

Cynthia Kilian
Government Procurement Specialist
RKA Petroleum Companies, Inc.
ckilian@rkapetroleum.com
P: 734.946.2233
bids@rkapetroleum.com

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

RKA PETROLEUM COMPANIES INC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: May 21, 2012
Expiration Date: May 21, 2019
WBENC National Certification Number: 2005120380

Authorized by Michelle Richards, President
Great Lakes Women's Business Council

Great Lakes Women's Business COUNCIL
Accelerating business growth

NAICS: 424720
UNSPSC: 15100000, 78102101

RKA PETROLEUM COMPANIES

RKA PETROLEUM COMPANIES, INC.
RKA PETROLEUM LLC, INC.
REX CARRIERS, INC.
LAND & SEA PETROLEUM HOLDINGS, INC

January 5, 2018

RKA Petroleum Companies, Inc.
28340 Wick Road
Romulus, MI 48174

Re: Company Signature Authorization

RKA Petroleum Companies, Inc., is acknowledging that Daniel Ranks has signatory authorization to legally bind RKA Petroleum Companies, Inc., contractually.

From January 1, 2018 through December 31, 2018.

CEO: Kari Elliott

E-Mail Address: Kelliott@rkapetroleum.com

Signature: _____ Date: 1/5/18

Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949
Fax: 507-446-4664
E-mail: clientcontactcenter@fedins.com

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)

*RKA will list parties to be insured after acceptance of bid proposal.

1807-245

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED 387-667-9 RKA PETROLEUM COMPANIES INC 28340 WICK RD ROMULUS, MI 48174-2639	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 0** **REVISION NUMBER: 12**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	0759334	04/01/2018	04/01/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	0759334	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	0759339	04/01/2018	04/01/2019	EACH OCCURRENCE	$20,000,000
							AGGREGATE	$20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	6047336	04/01/2018	04/01/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER

0 12

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Kerr

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Untitled

AUSTIN, TX 2018-07-24 10:00:15 EDT

OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CBOB ETHANOL(10%) PRICES 7.8 RVP

		Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
FlntHlsRs	u	N-10	207.05	+ 1.75	217.25	+ 1.75	237.05	+ 1.75	07/23	17:00
Citgo	b	1-10	215.15	+ 1.10	230.81	+ 1.10	261.62	+ 1.10	07/23	18:00
PSX	b	1-10	215.40	+ 1.60	230.55	+ 1.60	261.86	+ 1.60	07/23	18:00
Valero	b	1-10	215.44	+ .40	231.44	+ .40	262.44	+ .40	07/23	18:00
XOM	b	125-3	215.65	+ 1.03	231.23	+ 1.03	262.15	+ 1.03	07/23	19:00
Gulf	b	1-10	215.72	+ 1.10	239.25	+ 1.25	262.97	+ 1.60	07/23	18:00
Sunoco	b	125-3	215.73	+ 1.33	231.03	+ 1.33	262.41	+ 1.33	07/23	18:00
76-Mot	b	125-3	216.14	+ 1.77	231.34	+ 1.78	261.71	+ 1.77	07/23	18:00
Shell-Mot	b	125-3	216.24	+ 1.77	-- --	-- --	264.85	+ 1.77	07/23	18:00
Chevron	b	1t45c	216.30	+ 1.40	231.50	+ 1.40	262.80	+ 1.40	07/23	18:00
Texaco	b	1t45c	216.30	+ 1.40	231.50	+ 1.40	262.80	+ 1.40	07/23	18:00
LOW RACK			207.05		217.25		237.05			
HIGH RACK			216.30		239.25		264.85			
RACK AVG			215.01		230.59		260.24			
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB AUSTIN			198.54		-- --		212.44			
BRD LOW RACK			215.15		230.55		261.62			
BRD HIGH RACK			216.30		239.25		264.85			
BRD RACK AVG			215.81		232.07		262.56			
UBD LOW RACK			207.05		217.25		237.05			
UBD HIGH RACK			207.05		217.25		237.05			
UBD RACK AVG			207.05		217.25		237.05			
CONT AVG-07/24			215.01		230.59		260.24			
CONT LOW-07/24			207.05		217.25		237.05			
CONT HIGH-07/24			216.30		239.25		264.85			

AUSTIN, TX 2018-07-24 10:00:15 EDT

OPIS CONTRACT BENCHMARK FILE
OPIS GROSS ULTRA LOW SULFUR LED DISTILLATE PRICES

		Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
FlntHlsRs	u	N-10	218.15	+ 1.25	-- --	-- --	-- --	-- --	07/23	17:00
Motiva	u	N-10	218.21	+ 1.20	-- --	-- --	-- --	-- --	07/23	18:00
Sunoco	b	125-3	218.44	+ .78	-- --	-- --	-- --	-- --	07/23	18:00
Motiva	b	125-3	220.86	+ .66	-- --	-- --	-- --	-- --	07/23	18:00
Citgo	b	1-10	221.67	+ .59	-- --	-- --	-- --	-- --	07/23	18:00
76-Mot	b	125-3	221.76	+ .66	-- --	-- --	-- --	-- --	07/23	18:00
Shell-Mot	b	125-3	221.76	+ .66	-- --	-- --	-- --	-- --	07/23	18:00
PSX	b	1-10	221.90	+ 1.50	-- --	-- --	-- --	-- --	07/23	18:00
Valero	b	1-10	222.25	+ 1.00	-- --	-- --	-- --	-- --	07/23	18:00
Chevron	b	1t45c	223.60	+ 1.20	-- --	-- --	-- --	-- --	07/23	18:00
Texaco	b	1t45c	223.60	+ 1.20	-- --	-- --	-- --	-- --	07/23	18:00
XOM	b	125-3	224.31	+ 1.63	-- --	-- --	-- --	-- --	07/23	19:00
LOW RACK			218.15		-- --		-- --			
HIGH RACK			224.31		-- --		-- --			
RACK AVG			221.38		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB AUSTIN			212.40		-- --		-- --			
BRD LOW RACK			218.44		-- --		-- --			
BRD HIGH RACK			224.31		-- --		-- --			
BRD RACK AVG			222.02		-- --		-- --			
UBD LOW RACK			218.15		-- --		-- --			
UBD HIGH RACK			218.21		-- --		-- --			
UBD RACK AVG			218.18		-- --		-- --			
CONT AVG-07/24			221.38		-- --		-- --			
CONT LOW-07/24			218.15		-- --		-- --			

Page 1

Flint Hills
Motiva

Untitled

CONT HIGH-07/24	224.31	--	--	--	--

Solicitation 1807-245

Bulk Fuel for Williamson County

Bid Designation: Public

WILLIAMSON COUNTY
1848

Williamson County, Texas

Bid 1807-245
Bulk Fuel for Williamson County

Bid Number	1807-245
Bid Title	Bulk Fuel for Williamson County
Bid Start Date	In Held
Bid End Date	Sep 21, 2018 3:00:00 PM CDT
Question & Answer End Date	Sep 14, 2018 5:00:00 PM CDT
Bid Contact	Erica Smith Purchasing Specialist III 512-**943**-1554 erica.smith@wilco.org
Contract Duration	**12 months**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Pre-Bid Conference	**Aug 14, 2018 10:00:00 AM CDT** **Attendance is optional** **Location: Williamson County Purchasing Office** **901 S. Austin Ave.** **Georgetown, TX 78626**
Bid Comments	**Williamson County is soliciting bids for qualified vendors to supply the County with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.**

Item Response Form

Item	**1807-245–01-01 -** Please attach all documents to this line
Quantity	**1 gallon**

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 1807-245
Bulk Fuel for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 21, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 21, 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.

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: City of San Antonio

Location: 329 S. Frio Street, San Antonio, TX 78207

Contact Name: Purchasing Department

Title:

Phone: 201-207-8383

E-mail

Contract Date To: March 2016

Contract Date From: May 2010

Contract Value: $

Scope of Work: Sale and delivery of fuel.

Reference 2

Client Name: City of Waco

Location: P.O. Box 2570, Waco, TX 76702

Contact Name: Purchasing Department

Title:

Phone: 254-750-8059

E-mail

Contract Date To: Present

Contract Date From: January 2010

Contract Value: $

Scope of Work: Sale and delivery of fuel.

Reference 3

Client Name:	Location:
Miami Dade Public Schools	1450 Northeast Second Ave, Miami, FL 33167

Contact Name:	Title:
Purchasing Department	

Phone:	E-mail
305-995-1619	

Contract Date To:	Contract Date From:	Contract Value: $
Current	2010	

Scope of Work:

Sale and delivery of on-site fueling.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

Not applicable

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)

3 **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.**

N/A

4 **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.**

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **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.)

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

None

6. Describe any other affiliation or business relationship that might cause conflict of interest:

None

7

Signature of person doing business with the governmental entity	Date
	9/18/2018

Signature not required if completing in BIDSYNC electronically.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Not applicable

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

None

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

9/18/2018

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Williamson County, Texas Bid 1807-245

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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:	RKA Petroleum Companies, Inc.
Address of Bidder:	28340 Wick Road, Romulus, MI 48174
Email:	orders@rkapetroleum.com
Telephone:	800-875-3835 x7
Printed Name of Person Submitting Affidavit:	Daniel A. Ranks
Signature of Person Submitting Affidavit:	

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.

☐	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.

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 Daniel A. Ranks (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Daniel A. Ranks, (*Name of Signer*) am a duly authorized officer of/agent for RKA Petroleum Companies, Inc. (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said RKA Petroleum Companies, Inc. (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named Daniel A. Ranks

on this the 18 day of Sept., 20 18.

Angela Beaum
Notary Public in and for

WA-Inc

ANGELA BEAUM
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Comm. Exp. 9/7/23
Acting in the County of WAYNE
Date 09/18/18

The State of Michigan

The County of Wayne

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

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 FORMS AND SUBMISSION

2.1 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.

2.2 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 fun monies, etc.); or
B. Has a value of at least $1,000,000.

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

available on the Texas Ethics Commission website at the following link:

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

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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 t 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 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 t

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 CONDISERATION 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 t 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 t 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 t 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 as 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 Ensuing 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 (15^{th}) 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 Submittal.

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, statues, 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 l 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, v 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 a 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 t 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 t Agreement will be located in the Special Provisions 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 I 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 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 Technical Contact

Kevin Teller, (or successor), Director of Fleet Services, 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 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning December 1, 2018 and ending November 30, 2019.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved be the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the

latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 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 and should include the bid number and bid description:

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.

Successful Bidder must comply with the following insurance requirements at all

times during this Contract:

A. **Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Bidder, at Successful Bidder's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. **Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. **Premiums and Deductible.** Successful Bidder shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Bidder further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Bidder is responsible, Successful Bidder shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Bidder's insurance must be declared and approved in writing by County in advance.

D. **Commencement of Work.** Successful Bidder shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Bidder shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder hereunder.

E. **Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. **Certification of Coverage.** Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Bidder shall also notify County, within twenty-four (24)**

hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

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

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

   Williamson County
   901 S Austin Ave
   Georgetown, Texas 78626

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

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

BID SPECIFICATIONS

Scope of Services

Purpose
Williamson County is soliciting bids for qualified vendors to supply the County with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.

Fuel Quality and Acceptance
All Bids received must list the brand or trade name of the fuel being offered and include a copy of the manufacturers purchase / exchange specifications. Specifications shall indicate manufacturers maximum allowable sulfur content. Any additive used must be identified by brand or trade name and manufacturer's specification sheet provided with the Bid. Any additional alcohol or Bio blending beyond the mandatory specification for the Greater Austin Area will not be acceptable. The Contract Administrator must be advised by written notification of any additional blending that may be required due to any future State or Federal mandates.

Upon bid award, Successful Bidder will be required to provide MSDS sheets on all products provided.

Delivery
All fuel will be ordered on an "as needed basis".

Prompt delivery is essential in the performance of this Contract. Points of delivery are Georgetown, Taylor, Granger, and Florence. Orders must be delivered within 24 hours.

Successful Bidder must be able to deliver all products into above ground skid tanks and underground tanks. Products must be metered or accurately measured at the time of delivery. Successful Bidder will be required to provide a current copy of "Certificate of Registration of Weights and Measures Devices" applicable to all vehicles delivering metered fuel with subsequent proof of renewals as they occur.

Fuel Spills
Extreme care must be taken by the Successful Bidder to avoid fuel spills. The tanker truck must be attended at all times during fuel offloading. Any cost incurred as a result of fuel spills due to negligence on the part of the Successful Bidder, its agents or employees, or due to equipment malfunction, will be borne by the Successful Bidder and may be grounds for termination of this Contract at the discretion of the Williamson County Commissioner's Court. Successful Bidder is responsible for following the notification procedures as outlined in the Texas Administrative Code, Title 30; Chapter 327:1-5 for all reportable quantities.

Bid Pricing
Bid price will be per gallon.

Gallons shall be billed net unless product is metered.

The bid price (contract price) will be compared to the daily average composite index published in the Oil Pricing Information Service (OPIS) report for the Austin, Texas area. If there are errors in extension figures the unit price will prevail.

A firm fixed price for fuels will be determined by applying the Successful Bidder differentials (the differential must be a firm dollar amount during the Contract, consist of four (4) decimal places and will be identified by the Bidder as either negative or positive) to the average gallon prices listed in the OPIS daily average for the Austin, Texas are

Each invoice will reference the date of each applicable OPIS and published index average.

The Successful Bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to the Contract Administrator daily by email as follows:

Email: kevin.teller@wilco.org

The Oil Pricing Information Service (OPIS) report published on July 24th, 2018 or the last report published as close to that date as possible, will be used to establish the benchmark for your quotation. (Please Attach Report)

Taxes: Do not include tax in the price quoted on the fuel bid. Bid only the price of the product. Williamson County is by statue, exempt from federal excise tax and will pay any appropriate taxes as required.

Natural Disaster or Emergency Situation
In the event of a Natural Disaster or Emergency Situation, awarded bidder will escalate Williamson County to a Priority One level for fuel deliveries and will make deliveries as needed, required and requested, 24/7, to the best of their capabilities and available resources, equipment and manpower

Gasoline and Diesel Specifications

Gasoline and Diesel to Be Bid:

1.	Conventional Gasoline w/10% Ethanol	87 Conv w/10%Ethanol
2.	Diesel Fuel S15 No.2-D	Cetane number of 40 minimum

Specifications for Conventional/Unleaded Gasoline with 10% Ethanol:

The unleaded regular gasoline will contain a detergent additive in sufficient concentrations submitted by laboratory tests recognized by the automobile industry for these fuels.

***See Attachment A in Separate PDF**: Conventional Gasoline with 10% Ethanol Destination Specification*

Existent Gum, mg/100 mL D381	5 maximum
Oxidation Stability, mins. D525	240 minimum (see notes c)

Specifications for No.2 Diesel Fuel containing No Higher than a 5% bio blend:

***See Attachment A in Separate PDF**: Diesel Fuel S15 No.2-D Destination*

COUNTY GAS AND DIESEL FUEL STORAGE TANK LOCATIONS AND ESTIMATED USAGES:

CENTRAL MAINTENANCE FACILITY

3151 SE Inner Loop
Georgetown, Texas

Diesel Fuel: one (1) 10,000 gallon underground fiber glass tank

Gasoline: one (1) 10,000 gallon underground fiber glass tank

Estimated fuel usage in a 12-month period:

191,000 gallons of diesel fuel
260,000 gallons of unleaded fuel

GRANGER BARN

Rt 1 Box 1 (On Hwy 971)
Granger, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

As-needed, this site is not currently open

TAYLOR BARN

900 S Main Street (Hwy 95)
Taylor, Texas

Diesel Fuel: one (1) 3,000 gallon above ground

Gasoline: one (1) 3,000 gallon regular unleaded above ground

Estimated fuel usage in a 12-month period:

3,000-7,000 gallons of diesel fuel
23,000-29,000 gallons of unleaded fuel
Variable depending on project locations within the county

FLORENCE BARN

100 FM 970
Florence, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

As-needed, this site is not currently open

Conventional Gasoline with 10% Ethanol
Destination Specification

By Octane Grade						
Anti-Knock Quality	ASTM Method	Regular 87	Midgrade 89	Premium 93	Notes	Spec Source
Octane, (R+M)/2	D 4814	Min. 87.0	Min 89.0	Min. 93.0		ASTM

All Grades - Non-Seasonal Limits					
Product Property	ASTM Method	Minimum	Maximum	Notes	Spec Source
Gravity					
API All Level	D 4052	Report			ASTM/EPA
Composition					
Benzene, vol.%	D 3606		2.3		EPA
Aromatics, vol.%	D 5769 or D 1319	Report			EPA
Olefins, vol.%	D 1319	Report			EPA
Oxygen Content, wt.%	D 5599 or D4815		4.0		ASTM
Total Sulfur, ppmw	D 2622 or D5453		95		EPA
Ethanol Content, vol.%	D 4814	9	10		ASTM
Corrosion & Stability					
Copper Strip Corrosion	D 130		1		ASTM
Silver Strip Corrosion	D 4814		1		ASTM
Sovent Washed Gum, mg/100ml	D381		5		ASTM
Oxidation Stability	D 525	240			ASTM
Contaminants					
Appearance	D 4814	Clear and Bright			TX
Color		No Dye			FHR
Lead Compounds, g/Gal	D 3237		0.05		ASTM
Phosphorous, g/Gal	D 3231		0.004		ASTM
Mercaptan Sulfur, wt.%	D 3227		0.004		ASTM

All Grades - Seasonal Limits									
Property	ASTM	Limit	Vapor Pressure & Distillation Class AA	A	B	C	D	Note	Spec Source
Vapor Pressure									
RVP, psi	D5191	max	7.8	9.0	11.0	12.5	14.5		ASTM
Distillation									
10% Evap., °F	D86	max	158	158	149	140	131		ASTM
50% Evap., °F	D86	min	150	150	150	150	150		ASTM
50% Evap., °F	D86	max	250	250	245	240	235		ASTM
90% Evap., °F	D86	max	374	374	374	365	365		ASTM
End Point °F	D86	max	437	437	437	437	437		ASTM
Residue Volume %	D86	max	2	2	2	2	2		ASTM
Volatility									
Drivebility Index , °F	D4814	max	1250	1250	1240	1230	1220		ASTM
Property	ASTM	Limit	Vapor Lock Protection Class 1	2	3	4		Note	Spec Source
Vapor Lock Class									
Vapor/Liquid 20:1, °F	D5188 (D4814)	min	129	120	113	105		a, b	ASTM - FHR Colonial

Conventional Gasoline with 10% Ethanol
Destination Specification

Applicable Dates for Product Vapor Pressure & Distillation Class at the Terminals	Vapor Pressure & Distillation Class	Vapor Lock Class
May, Jun., Jul., Aug., Sep., Oct 1	AA	1
Apr., Oct. 2 - 31	C	3
Oct. 2 - 31 for Corpus Christi only	A	1
Nov., Dec., Jan., Feb., Mar.	D	4

Notes:

a. Specification sources are ASTM D4814 and Colonial Pipeline. FHR's selected value for Vapor Lock Class 4 is based on ASTM class 5.

b. V/L calculation specified in D4814 may be used if method D5188 is unavailable.

Issue Date:3/02/10 Written by: Gery Valle

Nature of Change:

Changed Existent Gum to Solvent Washed Gum with a maximum of 5.

Diesel Fuel S15 No.2-D Destination Specification

Product Property	Units	Limit	Values	Method	Note	Spec (a.) Source
Composition					b.	
Cetane Index		MIN	40	D-976		EPA/ASTM
Cetane Index (Four Variable)		MIN	40	D-4737B		ASTM
Total Sulfur	ppmw	MAX	15	D-7039		EPA/ASTM
Volatility						
Distillation 90% Recovery	°F	MIN MAX	540 640	D-86		ASTM
Flash Point	°F	MIN	126	D-93		ASTM
API Gravity	°API		Report	D-4052		FHR
Fluidity						
Viscosity	cSt@104 °F	MIN MAX	1.9 4.1	D-445		FHR
Cloud Point	°F	MAX	Nov.-Mar. +20 April, Oct +30	D-5771, D-5773 or D-2500		ASTM
Corrosion						
Copper Strip (3 hrs @122 °F)		MAX	3	D-130		FHR
Contaminants						
Appearance					c.	ASTM
Haze	Haze@Ambient	MAX	<3	D-4176		FHR
Ash	wt. %	MAX	0.01	D-482		ASTM
Carbon Residue	wt. %	MAX	0.35	D-4530		ASTM
Thermal Stability	Pad @ 300°F	MAX	7	DuPont		FHR
Lubricity						
HFRR	microns @ 60 °C	MAX	520	D-6079	d.	ASTM

Notes

a. ASTM specification source is D975 "Standard Specification for Diesel Fuel Oils".
b. Product purchased at, or deliveries originating from, the FHR Euless Terminal may contain up to 5% biodiesel.
c. Free of sediment and water as per ASTM D-975.
d. No Lubricity Improver Additive is added to bulk shipments via pipeline or vessel. Injection is at the terminal rack.

Issue Date: 5/03/2011 Approved by: Rick Legvold (Lab/Quality Assurance Manager)

Nature of Change:
Specification revised to conform to the new format.
Remove note "Testing performed on oversight basis only."
Include note that FHR Euless Terminal may contain up to 5% biodiesel.

Page 1 of 1

TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Gasoline with 10% Ethanol	Flint Hills, Motiva	$2.1501		+ 0.1463	$2.2964	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills, Motiva	$2.2138		+ 0.1883	$2.4021	

Delivery Location: Williamson County, No Location Specified

TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Unleaded Gasoline with 10% Ethanol	Flint Hills, Motiva	$2.1501		+ 0.0044	$2.1545	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills, Motiva	$2.2138		+ 0.0274	$2.2412	

Delivery Location: Williamson County, No Location Specified

STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend		$375.00		$375.00		$75.00

Delivery Location: Williamson County, No Location Specified

Question and Answers for Bid #1807-245 - Bulk Fuel for Williamson County

Overall Bid Questions
There are no questions associated with this bid.

Question and Answers for Bid #1807-245 - Bulk Fuel for Williamson County

Overall Bid Questions

Question 1

What are the average delivery sizes at each location of EACH product? **(Submitted: Jul 26, 2018 2:35:40 PM EDT)**

Answer

- U = Unleaded D = Diesel

Central U: 4,000 to 6,000 gallons ; D: 2,000 to 4,000 gallons

Taylor U: 1,000 to 2,000 gallons ; D: 500 to 1500 gallons

Granger - Filled during Hurricane Harvey, site is currently closed. This may change in the future, that is why "as-needed"

Florence - Filled during Hurricane Harvey, site is currently closed. This may change the future, that is why "as-needed" **(Answered: Jul 30, 2018 3:31:15 PM EDT)**

edit

Question 2

What locations have stand by generator, can you please provide all address for the generators that will need filling? **(Submitted: Jul 26, 2018 2:36:03 PM EDT)**

Answer

- County has approximately 19 stand by generators. To the best of my knowledge, we haven't had a vendor fill these, Fleet fills as needed.

This clause is a contingency in case for some reason Fleet is unable to fill them.

Please see Stationary Generators Attachment for locations. **(Answered: Jul 30, 2018 3:42:05 PM EDT)**

edit

Question 3

Can you provide an estimated annual usage for the locations of generators you need filled and the type of fuel they will be using? **(Submitted: Jul 26, 2018 2:36:21 PM EDT)**

edit

Answer

- Please see Stationary Generators Attachment. **(Answered: Jul 30, 2018 3:42:05 PM EDT)**

Question 4

Do you order split loads? **(Submitted: Jul 26, 2018 2:36:36 PM EDT)**

edit

Answer

- Yes, we normally order 8,000 gallons at a time at Central. This could be 4,000 unleaded and 4,000 diesel or 5,000 unleaded and 3,000 diesel on a transport load.

At the Taylor yard orders vary from 2,000 â 2,500 gallons split. This could be 1,500 unleaded and 500 diesel or 2,000 unleaded and 500 diesel on a bobtail load. **(Answered: Jul 30, 2018 3:31:15 PM EDT)**

Question 5
When is the award date? **(Submitted: Jul 30, 2018 1:33:50 PM EDT)**

Answer edit

- This bid will be awarded after the bid has ended and been evaluated. There is no exact date. **(Answered: Jul 30, 2018 1:55:50 PM EDT)**

Question 6
Who is your most recent fuel supplier? **(Submitted: Jul 30, 2018 1:34:06 PM EDT)**

Answer edit

- An open records request must be made for this information. **(Answered: Jul 30, 2018 1:55:50 PM EDT)**

Question 7
What is the estimated yearly gallons per product type? **(Submitted: Jul 30, 2018 1:34:53 PM EDT)**

Answer edit

- Unleaded: 282,325
Diesel: 194,440

Estimated quantities are not guaranteed. **(Answered: Aug 1, 2018 10:39:16 AM EDT)**

Question 8
Are there any diversity goals for WBE/SBE vendors? **(Submitted: Jul 31, 2018 6:06:06 PM EDT)**

Answer edit

- No. **(Answered: Aug 1, 2018 10:39:17 AM EDT)**

Question 9
For the pre-bid conference, will there be a phone call set up? **(Submitted: Jul 31, 2018 6:10:17 PM EDT)**

Answer edit

- No. **(Answered: Aug 1, 2018 10:39:17 AM EDT)**

Question 10
Do you own the current tanks? Are they above or below ground. **(Submitted: Aug 2, 2018 2:14:05 PM EDT)**

Answer edit

- Williamson County does own the tanks. Please see the specifications portion of the bid packet for tank type. **(Answered: Aug 3, 2018 2:00:40 PM EDT)**

Question 11 edit
Is this awarded all to one vendor? or can we bid just the Transport Truck section? **(Submitted: Aug 10, 2018 7:11:54 PM EDT)**

Answer

- Please see section 3.7 of the bid documents. **(Answered: Aug 13, 2018 3:03:46 PM EDT)**

Question 12

Is the pre-bid conference mandatory? **(Submitted: Aug 20, 2018 12:00:22 PM EDT)**

edit

Answer

- No. **(Answered: Aug 20, 2018 12:39:49 PM EDT)**

Question 13

What are your payment terms? Net 30? **(Submitted: Aug 27, 2018 4:44:22 PM EDT)**

edit

Answer

- Please see section 4.38 entitled PAYMENT. **(Answered: Aug 28, 2018 9:05:51 AM EDT)**

Question 14

1. Can Vendor bid only on the 2 main locations (Georgetown and Taylor) unleaded and diesel and not bid on fueling of 19 standby generators?
2. We invoice weekly. Our payment terms are Net 10. Will Williamson County consider those terms?
3. We do not have Professional E&O Insurance. None of our clients have ever required it. We do have all other required coverages. Will Williamson County waive the requirement for E&O?
4. Will Williamson County waive their requirement for each invoice to reference the date of each applicable OPIS and published index average, or will Williamson County pay for its own subscription to OPIS? We are bound by copyright law not to share this information. **(Submitted: Aug 28, 2018 9:52:09 AM EDT)**

edit

Answer

- 1. Please see question 11.
  2. No.
  3. No.
  4. No. **(Answered: Aug 28, 2018 10:16:28 AM EDT)**

Question 15

Regarding the Professional Error and Omissions insurance coverage, can you clarify what you believe our exposure would be so that we can obtain the correct policy? **(Submitted: Sep 12, 2018 2:05:15 PM EDT)**

edit

Answer

- The errors and omissions insurance is not applicable for this bid. All other insurance requirements listed are applicable. **(Answered: Sep 12, 2018 3:34:40 PM EDT)**

Question 16

When is the first board meeting after the opening? **(Submitted: Sep 12, 2018 2:05:28 PM EDT)**

edit

Answer

- TBD. **(Answered: Sep 12, 2018 3:25:54 PM EDT)**

Question 17

edit

Have you ever had cause to cancel a fuel contract for convenience? **(Submitted: Sep 12, 2018 2:05:35 PM**

EDT)

Answer

- No. **(Answered: Sep 12, 2018 3:25:54 PM EDT)**

Question 18

Our records indicate the Central site accepts deliveries 24/7. Is this accurate? What are the delivery hours for all sites? **(Submitted: Sep 12, 2018 2:05:48 PM EDT)**

edit

Answer

- Yes, Central accepts deliveries 24/7. Other sites can be accessed 24/7 with key access. Without key access deliveries would be between 8am-4pm. **(Answered: Sep 12, 2018 4:30:15 PM EDT)**

Question 19

Will a metered bill of lading from the terminal be acceptable for the metered product requirement? **(Submitted: Sep 12, 2018 2:06:00 PM EDT)**

edit

Answer

- Can you please elaborate on what a metered bill of lading from the terminal is, what information it would include? **(Answered: Sep 12, 2018 3:49:06 PM EDT)**

Question 20

With the generator fueling not being likely, how will that be factored into the award? How will you determine the overall low bidder? **(Submitted: Sep 12, 2018 2:06:11 PM EDT)**

edit

Answer

- Please see section 3.7 and 3.9 of the bid documents. **(Answered: Sep 12, 2018 3:25:54 PM EDT)**

Question 21

Regarding the daily OPIS reports, are you seeking the reports just for the day of deliveries, or every day even if no deliveries are made? **(Submitted: Sep 12, 2018 2:06:32 PM EDT)**

edit

Answer

- Everyday even if no deliveries are made. **(Answered: Sep 12, 2018 4:30:15 PM EDT)**

Question 22

Who is your current vendor? **(Submitted: Sep 14, 2018 1:30:53 PM EDT)**

edit

Answer

- Please see question 6. **(Answered: Sep 14, 2018 2:34:21 PM EDT)**

Question 23

edit

Please provide bid tabulations from your most current fuel bid. **(Submitted: Sep 14, 2018 1:31:08 PM EDT)**

Answer

- An open records request must be made for this information. **(Answered: Sep 14, 2018 2:34:21 PM EDT)**

Question 24
Do you plan to award to one vendor? **(Submitted: Sep 14, 2018 1:31:18 PM EDT)**

edit

Answer

- Please see section 3.7 and 3.9 of the bid documents. **(Answered: Sep 14, 2018 2:34:21 PM EDT)**

Question 25
Will you accept up to 5% biodiesel in your diesel fuel? **(Submitted: Sep 14, 2018 1:31:31 PM EDT)**

edit

Answer

- See spec sheet pages 38 & 42 of Packet for Bid 1807-245. **(Answered: Sep 14, 2018 4:13:57 PM EDT)**

Question 26
Do you plan to split the award between multiple vendors? **(Submitted: Sep 14, 2018 1:31:43 PM EDT)**

edit

Answer

- Please see section 3.7 and 3.9 of the bid documents. **(Answered: Sep 14, 2018 2:34:21 PM EDT)**

Question 27
How often do you split loads between locations? **(Submitted: Sep 14, 2018 1:31:58 PM EDT)**

edit

Answer

- We have yet to order split loads between locations. We do place separate orders for different locations. Example we may order a transport load for Central. Then place another order for bobtail at another site. **(Answered: Sep 14, 2018 4:13:57 PM EDT)**

Question 28
If a split occurs, can the fee be passed to the entity? **(Submitted: Sep 14, 2018 1:32:14 PM EDT)**

edit

Answer

- N/A **(Answered: Sep 14, 2018 4:52:42 PM EDT)**

Question 29
If a split occurs, how many sites are allowed to be split per delivery? **(Submitted: Sep 14, 2018 1:32:33 PM EDT)**

edit

Answer

- N/A **(Answered: Sep 14, 2018 4:13:57 PM EDT)**

Question 30
If a split occurs, is the fee to be included in the bid differential pricing or a separate line item on the invoice? **(Submitted: Sep 14, 2018 1:32:56 PM EDT)**

edit

Answer

- N/A **(Answered: Sep 14, 2018 4:52:42 PM EDT)**

edit

Question 31
Are contract renewals based upon mutual agreement? **(Submitted: Sep 14, 2018 1:33:09 PM EDT)**

Answer

- Please see section 1.4 of the bid documents. **(Answered: Sep 14, 2018 3:20:53 PM EDT)**

Question 32
Please provide a current gas invoice. **(Submitted: Sep 14, 2018 1:33:22 PM EDT)**

Answer edit

- An open records request must be made for this information. **(Answered: Sep 14, 2018 2:34:21 PM EDT)**

Question 33
Please provide a current diesel invoice. **(Submitted: Sep 14, 2018 1:33:33 PM EDT)**

Answer edit

- An open records request must be made for this information. **(Answered: Sep 14, 2018 2:34:21 PM EDT)**

Question 34
Please provide a current gas Bill of Lading. **(Submitted: Sep 14, 2018 1:33:47 PM EDT)**

Answer edit

- An open records request must be made for this information. **(Answered: Sep 14, 2018 2:34:21 PM EDT)**

Question 35
Please provide a current diesel Bill of Lading. **(Submitted: Sep 14, 2018 1:33:59 PM EDT)**

Answer edit

- An open records request must be made for this information. **(Answered: Sep 14, 2018 2:34:21 PM EDT)**

Question 36
Are bidders required to bid on all products and locations? **(Submitted: Sep 14, 2018 1:34:13 PM EDT)**

Answer edit

- Please see section 3.7 and 3.9 of the bid documents. **(Answered: Sep 14, 2018 2:34:21 PM EDT)**

Question 37 edit
Do you have a minimum gallon order quantity? **(Submitted: Sep 14, 2018 1:34:24 PM EDT)**

Answer

- No.
  On a transport load we normally order a total of 8,000 gallons, this could be partial unleaded and partial diesel.

On a bobtail order we normally order a total of 1,000 â 2,500 gallons **(Answered: Sep 14, 2018 4:13:57 PM EDT)**

Question 38

Are taxes to be included in the differential pricing? **(Submitted: Sep 14, 2018 1:34:34 PM EDT)**

edit

Answer

- Please see Bid Specifications, Bid Pricing. **(Answered: Sep 14, 2018 3:20:53 PM EDT)**

Question 39

Does the IFB Affidavit need to be printed out, notarized, and attached to the bid? **(Submitted: Sep 14, 2018 2:27:29 PM EDT)**

edit

Answer

- Please see Bid Affidavit section of the bid documents. **(Answered: Sep 14, 2018 3:20:53 PM EDT)**

Question 40

Would you like the additional information required to be emailed to the purchasing agent or uploaded as an attachment? **(Submitted: Sep 14, 2018 2:28:00 PM EDT)**

edit

Answer

- Please see Public Announcement and General Information section of the bid documents. This details bid submission requirements. **(Answered: Sep 14, 2018 3:20:53 PM EDT)**

Question 41

Section 3.7 is not clear. Does this mean that we have to bid on everything? **(Submitted: Sep 14, 2018 3:44:35 PM EDT)**

edit

Answer

- Please see section 3.7. If there are items your company does not wish to bid on submit a "no bid". **(Answered: Sep 14, 2018 3:58:34 PM EDT)**

Question Deadline: Sep 14, 2018 6:00:00 PM EDT

Print Close

UNIT #	LOCATION	FUEL TYPE	CAPACITY gal	10/1/16-7/30/18
HR0485	102 W 3rd Street Georgetown	Diesel	150	
HR0486	312 N Main Georgetown Admin	Diesel	100	
HR0587	211 Commerce Cove Round Rock	Diesel	410	
HR0710	350 Discovery Blvd Cedar Park	Diesel	32	17.6
HR0889	115 W 6th Street Taylor	Diesel	290	80
JR0388	1821 SE Inner Loop Georgetown	Diesel	468	
RR0180	1038 CR 116 Georgetown	Diesel	150	64.4
RR0181	1900 Cougar Country Cedar Park	Diesel	150	50.4
RR0182	5251 CR 200 Liberty hill	Diesel	150	36.3
RR0183	CR 424 Thrall	Diesel	150	57.2
RR0984	FM 2843 Florence	Diesel	150	84.9
RR12100	2801 Hogh Country Blvd Round Rock	Diesel	305	99.2
RR13100	108 Old Coupland Rd Taylor	Diesel	305	84.6
RR14100	2141 Tower Rd Georgetown	Diesel		100.1
RR14101	1302 Fire Lane Cedar Park	Diesel	305	75.2
RR1488	5690 CR 327 Granger	Diesel		
SR0276	508 Rock St Georgetown	Diesel	2400	711
SR1401	508 Rock St Georgetown	Diesel	450	125
YR1201	911 Tracy Chamber Lane Georgetown	Diesel	5200	
				1585.9

BidSync

FLINT HILLS resources®

MATERIAL SAFETY DATA SHEET

1. Identification

Material name	**GASOLINE**
Version #	04
Revision date	06-20-2013
Synonym(s)	APPLICABLE TO ALL OCTANE GRADES * BLUE PLANET® * CONVENTIONAL BLENDSTOCK * CONVENTIONAL BLENDSTOCK FOR OXYGENATE BLENDING (CBOB) * CONVENTIONAL GASOLINE * ETHANOL FLEX FUEL (EFF) * FINISHED GASOLINE * GASOHOL * MOTOR FUEL * NO LEAD GASOLINE * REFORMULATED GASOLINE (RFG) * REFORMULATED GASOLINE BLENDSTOCK * REFORMULATED BLENDSTOCK FOR OXYGENATE BLENDING (RBOB) * UNLEADED GASOLINE
Manufacturer	Flint Hills Resources Corpus Christi, LLC P.O. Box 2608 Corpus Christi, TX 78403 United States
Telephone numbers – 24 hour emergency assistance	
Chemtrec	800-424-9300
Flint Hills Resources Corpus Christi, LLC	361-241-4811
Telephone numbers – general assistance	
8-5 (M-F, CST) Customer Service	361-241-4811
8-5 (M-F, CST) MSDS Assistance	316-828-7988
Email:	msdsrequest@fhr.com

2. Hazards identification

Emergency overview

DANGER!

CLEAR, COLORLESS TO LIGHT COLORED LIQUID WITH AROMATIC ODOR

HEALTH HAZARDS
VAPORS MAY CAUSE EYE AND RESPIRATORY TRACT IRRITATION
BREATHING HIGH CONCENTRATIONS CAN CAUSE IRREGULAR HEARTBEATS WHICH MAY BE FATAL
MAY BE HARMFUL OR FATAL IF SWALLOWED
MAY CAUSE LUNG DAMAGE
OVEREXPOSURE MAY CAUSE CENTRAL NERVOUS SYSTEM DEPRESSION
DANGER-CONTAINS BENZENE-CANCER HAZARD
CAN CAUSE LEUKEMIA AND OTHER BLOOD DISORDERS
SEE "TOXICOLOGICAL INFORMATION" (SECTION 11) FOR MORE INFORMATION

FLAMMABILITY HAZARDS
EXTREMELY FLAMMABLE LIQUID AND VAPOR
VAPOR MAY CAUSE FLASH FIRE OR EXPLOSION

REACTIVITY HAZARDS
STABLE

Potential health effects

Routes of exposure	Inhalation, ingestion, skin and eye contact.
Eyes	Contact may cause pain and severe reddening and inflammation of the conjunctiva. Effects may become more serious with repeated or prolonged contact.
Skin	Contact may cause reddening, itching and inflammation. Skin contact may cause harmful effects in other parts of the body.

Inhalation

Breathing this material is harmful and can cause death depending on level and duration of exposure. May cause central nervous system depression or effects. Symptoms may include headache, excitation, euphoria, dizziness, incoordination, drowsiness, light-headedness, blurred vision, fatigue, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death, depending on the concentration and duration of exposure.

Breathing high concentrations of this material, for example, in a confined space or by intentional abuse, can cause irregular heartbeats which can cause death.

Overexposure to this material may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 11).

Ingestion

Swallowing this material may be harmful. May cause irritation of the mouth, throat and gastrointestinal tract. Symptoms may include salivation, pain, nausea, vomiting and diarrhea.

Aspiration into lungs may cause chemical pneumonia and lung damage.

Exposure may also cause central nervous system symptoms similar to those listed under "Inhalation" (see inhalation section).

3. Composition/information on ingredients

Components	CAS #	Percent
GASOLINE	Mixture	17 - 100 %
ETHYL ALCOHOL	64-17-5	0 - 83 %
XYLENE	1330-20-7	0 - 15 %
TOLUENE	108-88-3	0 - 15 %
CUMENE	98-82-8	0 - 10 %
N-HEXANE	110-54-3	0 - 7 %
1,2,4-TRIMETHYLBENZENE	95-63-6	0 - 3 %
BENZENE	71-43-2	0 - 2.3 %
ETHYLBENZENE	100-41-4	0 - 2 %
CYCLOHEXANE	110-82-7	0 - 1 %
NAPHTHALENE	91-20-3	0 - 1 %

Composition comments

Values do not reflect absolute minimums and maximums; these values are typical which may vary from time to time.

This Material Safety Data Sheet is intended to communicate potential health hazards and potential physical hazards associated with the product(s) covered by this sheet, and is not intended to communicate product specification information. For product specification information, contact your Flint Hills Resources, LP representative.

4. First aid measures

First aid procedures

Eye contact

Flush immediately with large amounts of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. GET IMMEDIATE MEDICAL ATTENTION.

Skin contact

Immediately wash skin with plenty of soap and water after removing contaminated clothing and shoes. Get medical attention if irritation develops or persists.

Place contaminated clothing in closed container for storage until laundered or discarded. If clothing is to be laundered, inform person performing operation of contaminant's hazardous properties. Discard contaminated leather goods.

Inhalation

Remove to fresh air. If not breathing, institute rescue breathing. If breathing is difficult, ensure airway is clear and give oxygen. If heart has stopped, immediately begin cardiopulmonary resuscitation (CPR).

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

Ingestion

Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis. If spontaneous vomiting occurs, keep head below hips to prevent aspiration and monitor for breathing difficulty.

Never give anything by mouth to an unconscious person.

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

Notes to physician

INHALATION: This material (or a component) sensitizes the myocardium to the effects of sympathomimetic amines. Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in individuals exposed to this material. Administration of sympathomimetic drugs should be avoided.

INGESTION: If ingested this material represents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended.

5. Fire-fighting measures

Flammable properties

Material will burn in a fire.

Extremely flammable. Vapors form flammable or explosive mixtures with air at room temperature. Vapor or gas may spread to distant ignition sources and flash back.

Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bonding and grounding may be insufficient to eliminate the hazard from static accumulation.

Explosion hazard if exposed to extreme heat.

Extinguishing media

Suitable extinguishing media

Use water spray, dry chemical, carbon dioxide or fire-fighting foam for Class B fires to extinguish fire.

Protection of firefighters

Specific hazards arising from the chemical

Combustion may produce COx, NOx, SOx, reactive hydrocarbons, irritating vapors, and other decomposition products in the case of incomplete combustion.

Fire fighting equipment/instructions

Shut off source of flow, if possible.

Evacuate area and fight fire from a safe distance.

If leak or spill has not ignited, ventilate area and use water spray to disperse gas or vapor, cool adjacent structures, and to protect personnel attempting to stop a leak.

Containers can build up pressure if exposed to heat (fire). Stay away from storage tank ends. Withdraw immediately in case of rising sound from venting safety device or any discoloration of storage tank due to fire.

Be aware that a BLEVE (Boiling Liquid Expanding Vapor Explosion) may occur unless surfaces are kept cool with water.

Firefighters must wear NIOSH approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.

6. Accidental release measures

Environmental precautions

Eliminate all sources of ignition. Isolate hazard area and deny entry.

If material is released to the environment, take immediate steps to stop and contain release. Caution should be exercised regarding personnel safety and exposure to the released material. Notify local authorities and the National Response Center, if required.

If the material is spilled or allowed to leak from storage or containment it can contaminate soil and ground water. Ensure the storage or containment equipment is suitable for safely holding this material.

Other information

Keep unnecessary people away. Isolate area for at least 50 meters (164 feet) in all directions to preserve public safety. For large spills, if downwind consider initial evacuation for at least 300 meters (1000 feet).

Keep ignition sources out of area and shut off all ignition sources. Absorb spill with inert material (e. g. dry sand or earth) then place in a chemical waste container. Large Spills: Dike far ahead of liquid spill for later disposal.

Use a vapor suppressing foam to reduce vapors. Stop leak when safe to do so.

See Exposure Controls/Personal Protection (Section 8).

Emergency action

Eliminate and/or shut off ignition sources and keep ignition sources out of the area. Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind. IF TANK, RAILCAR OR TANK TRUCK IS INVOLVED IN A FIRE, isolate for 800 meters (1/2 mile) in all directions. Evacuate area endangered by release as required. (See Exposure Controls/Personal Protection, Section 8.)

7. Handling and storage

Handling

Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bond and ground lines and equipment (tank, transfer lines, pump, floats, etc.) used during transfer to reduce the possibility of static spark-initiated fire or explosion.

Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (such as tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate procedures to mitigate the hazard.

Bonding and grounding may be insufficient to eliminate the hazard from static accumulation. Additional precautions should be considered consistent with the current NFPA 77, Recommended Practice on Static Electricity, the current API Recommended Practice 2003, Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents and OSHA Standard 29 CFR 1910.106, Flammable and Combustible Liquids.

Use non-sparking tools. Do not cut, grind, drill, weld or reuse containers unless adequate precautions are taken against these hazards.

Do not eat, drink or smoke in areas of use or storage. Do not breathe fumes or vapor. Avoid contact with skin or eyes. Wash thoroughly after handling.

Storage

Store in tightly closed containers in a cool, dry, isolated, well-ventilated area away from heat, sources of ignition and incompatibles. Avoid contact with strong oxidizers.

Empty containers may contain material residue. Do not reuse without adequate precautions.

Do not eat, drink or smoke in areas of use or storage.

8. Exposure controls / personal protection

Occupational exposure limits

ACGIH

Components	Type	Value
GASOLINE (Mixture)	STEL	500 ppm
	TWA	300 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
1,2,4-TRIMETHYLBENZENE (95-63-6)	TWA	25 ppm	
BENZENE (71-43-2)	STEL	2.5 ppm	Skin
	TWA	0.5 ppm	Skin
CYCLOHEXANE (110-82-7)	TWA	100 ppm	
ETHYLBENZENE (100-41-4)	STEL	125 ppm	
	TWA	20 ppm	
NAPHTHALENE (91-20-3)	STEL	15 ppm	Skin
	TWA	10 ppm	Skin
N-HEXANE (110-54-3)	TWA	50 ppm	Skin
TOLUENE (108-88-3)	TWA	20 ppm	
XYLENE (1330-20-7)	STEL	150 ppm	
	TWA	100 ppm	

US. ACGIH. BEIs. Biological Exposure Indices

Components	Type	Value	Form
BENZENE (71-43-2)	BEI	25 µg/g	
ETHYLBENZENE (100-41-4)	BEI	0.7 g/g	
N-HEXANE (110-54-3)	BEI	0.4 mg/l	
TOLUENE (108-88-3)	BEI	0.3 mg/g	o-Cresol in urine
		0.03 mg/l	Toluene in urine
		0.02 mg/l	Toluene in blood
XYLENE (1330-20-7)	BEI	1.5 g/g	

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Components	Type	Value
BENZENE (71-43-2)	STEL	5 ppm

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
CYCLOHEXANE (110-82-7)	TWA	300 ppm
ETHYLBENZENE (100-41-4)	TWA	100 ppm
NAPHTHALENE (91-20-3)	TWA	10 ppm
N-HEXANE (110-54-3)	TWA	500 ppm
XYLENE (1330-20-7)	TWA	100 ppm

US. OSHA Table Z-1-A (29 CFR 1910.1000)

Components	Type	Value
TOLUENE (108-88-3)	TWA	200 ppm

US. OSHA Table Z-2 (29 CFR 1910.1000)

Components	Type	Value
BENZENE (71-43-2)	TWA	1 ppm
TOLUENE (108-88-3)	Ceiling	300 ppm

U.S. - Alaska (AKOSH)

Components	Type	Value
1,2,4-TRIMETHYLBENZENE (95-63-6)	TWA	25 ppm
BENZENE (71-43-2)	STEL	5 ppm
	TWA	1 ppm
CYCLOHEXANE (110-82-7)	TWA	300 ppm
ETHYLBENZENE (100-41-4)	STEL	125 ppm
	TWA	100 ppm
GASOLINE (Mixture)	STEL	500 ppm
	TWA	300 ppm
NAPHTHALENE (91-20-3)	STEL	15 ppm
	TWA	10 ppm
N-HEXANE (110-54-3)	TWA	50 ppm
TOLUENE (108-88-3)	STEL	150 ppm
	TWA	100 ppm
XYLENE (1330-20-7)	STEL	150 ppm
	TWA	100 ppm

U.S. - Minnesota (MNOSHA)

Components	Type	Value
1,2,4-TRIMETHYLBENZENE (95-63-6)	TWA	25 ppm
BENZENE (71-43-2)	STEL	5 ppm
	TWA	1 ppm
CYCLOHEXANE (110-82-7)	TWA	300 ppm
ETHYLBENZENE (100-41-4)	STEL	125 ppm
	TWA	100 ppm
GASOLINE (Mixture)	STEL	500 ppm
	TWA	300 ppm
NAPHTHALENE (91-20-3)	STEL	15 ppm
	TWA	10 ppm
N-HEXANE (110-54-3)	TWA	50 ppm
TOLUENE (108-88-3)	STEL	150 ppm
	TWA	100 ppm
XYLENE (1330-20-7)	STEL	150 ppm
	TWA	100 ppm

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Components	Type	Value
1,2,4-TRIMETHYLBENZENE (95-63-6)	TWA	25 ppm
BENZENE (71-43-2)	STEL	1 ppm
	TWA	0.1 ppm
CYCLOHEXANE (110-82-7)	TWA	300 ppm
ETHYLBENZENE (100-41-4)	STEL	125 ppm
	TWA	100 ppm
NAPHTHALENE (91-20-3)	STEL	15 ppm
	TWA	10 ppm
N-HEXANE (110-54-3)	TWA	50 ppm
TOLUENE (108-88-3)	STEL	150 ppm
	TWA	100 ppm
XYLENE (1330-20-7)	STEL	150 ppm
	TWA	100 ppm

Exposure guidelines NOTE: Only ingredients with validated exposure limits are shown in section 8.

US ACGIH Threshold Limit Values: Skin designation

BENZENE (CAS 71-43-2)	Can be absorbed through the skin.
NAPHTHALENE (CAS 91-20-3)	Can be absorbed through the skin.
N-HEXANE (CAS 110-54-3)	Can be absorbed through the skin.

US OSHA Specifically Regulated Substances: Action level and Reference

BENZENE (CAS 71-43-2)	0.5 ppm

US OSHA Table Z-1: Skin designation

CUMENE (CAS 98-82-8)	Can be absorbed through the skin.

Engineering controls Ventilation and other forms of engineering controls are the preferred means for controlling exposures.

Personal protective equipment

Eye / face protection Keep away from eyes. Eye contact can be avoided by using chemical safety glasses, goggles and/or face shield. Have eye washing facilities readily available where eye contact can occur.

Skin protection Dermal exposure to this chemical may add to the overall exposure.

Avoid skin contact with this material. Use appropriate chemical protective gloves when handling. Additional protective clothing may be necessary.

Good personal hygiene practices such as properly handling contaminated clothing, using wash facilities before entering public areas and restricting eating, drinking and smoking to designated areas are essential for preventing personal chemical contamination.

Respiratory protection A NIOSH approved air purifying respirator with an appropriate cartridge or canister, such as an organic vapor cartridge, may be used in circumstances where airborne organic vapor concentrations may exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection. See OSHA 29 CFR 1910.134 for more information regarding respiratory protection and Assigned Protection Factors (APFs).

9. Physical and chemical properties

Physical state	Liquid.
Form	Not available.
Color	Clear, colorless to light colored
Odor	Aromatic
Odor threshold	Not available
pH	Essentially Neutral
Vapor pressure	5.2 - 15 psi at 100 °F (38 °C)
Vapor density	3 - 4 (Air=1)
Boiling point	> 100 °F (> 37.8 °C) @ 10% Evap. (D86) - Summer; >90 °F (32.22 °C) @ 10% Evap. (D86) - Winter
Melting point/Freezing point	-130 °F (-90 °C) / Not available
Solubility (water)	Negligible
Specific gravity	0.69 - 0.77 at 60/60 °F (15.6/15.6 °C)
Relative density	Not available

Flash point	< 73 °F (< 22.8 °C)
Flammability limits in air, upper, % by volume	7.6 % (as gasoline), 19 % (as ethanol)
Flammability limits in air, lower, % by volume	1.2 % (as gasoline), 1.4 % (as ethanol)
Auto-ignition temperature	536 - 853 °F (280 - 456.11 °C)
VOC	Not available
Evaporation rate	Moderately fast
Viscosity	Not available
Percent volatile	100 %
Partition coefficient (n-octanol/water)	Not available
Pour point	Not available
Bulk density	Not available
Molecular weight	Not available
Molecular formula	Mixture
Other data	
Chemical family	Hydrocarbon and Hydrocarbon/Alcohol Mixtures
Density	Not available
Electrostatic properties	
Conductivity	< 50 pS/m (Gasoline without Ethanol) > 2000 pS/m (Gasoline with >=10% Ethanol)

10. Stability and reactivity

Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Avoid unventilated areas, heat, open flames, sparks and ungrounded electrical equipment.
Incompatible materials	Incompatible with oxidizing agents. See precautions under Handling & Storage (Section 7).
Hazardous decomposition products	Not anticipated under normal conditions.
Possibility of hazardous reactions	Not anticipated under normal conditions.

11. Toxicological information

Carcinogenicity

ACGIH Carcinogens

BENZENE (CAS 71-43-2)	A1 Confirmed human carcinogen.
ETHANOL (CAS 64-17-5)	A3 Confirmed animal carcinogen with unknown relevance to humans.
ETHYL BENZENE (CAS 100-41-4)	A3 Confirmed animal carcinogen with unknown relevance to humans.
NAPHTHALENE (CAS 91-20-3)	A4 Not classifiable as a human carcinogen.
TOLUENE (CAS 108-88-3)	A4 Not classifiable as a human carcinogen.
XYLENE (O, M AND P ISOMERS) (CAS 1330-20-7)	A4 Not classifiable as a human carcinogen.

IARC Monographs. Overall Evaluation of Carcinogenicity

BENZENE (CAS 71-43-2)	1 Carcinogenic to humans.
CUMENE (CAS 98-82-8)	2B Possibly carcinogenic to humans.
ETHANOL IN ALCOHOLIC BEVERAGES (CAS 64-17-5)	1 Carcinogenic to humans.
ETHYLBENZENE (CAS 100-41-4)	2B Possibly carcinogenic to humans.
NAPHTHALENE (CAS 91-20-3)	2B Possibly carcinogenic to humans.
TOLUENE (CAS 108-88-3)	3 Not classifiable as to carcinogenicity to humans.
XYLENES (CAS 1330-20-7)	3 Not classifiable as to carcinogenicity to humans.

US NTP Report on Carcinogens: Anticipated carcinogen

CUMENE (CAS 98-82-8)	Reasonably Anticipated to be a Human Carcinogen.
NAPHTHALENE (CAS 91-20-3)	Reasonably Anticipated to be a Human Carcinogen.

US NTP Report on Carcinogens: Known carcinogen

BENZENE (CAS 71-43-2)	Known To Be Human Carcinogen.
ETHYL ALCOHOL (CAS 64-17-5)	Known To Be Human Carcinogen.

MATERIAL SAFETY DATA SHEET

1. Identification

Material name	DIESEL NO. 2 PRODUCTS (UNBRANDED)
Version #	04
Revision date	09-04-2012
CAS #	Mixture
Synonym(s)	APPLICABLE TO ALL GRADES OF DIESEL OIL NO. 2 WITH SULFUR LEVEL 500 PPM OR LESS; INCLUDES BIODIESEL BLENDS (< or = 5%), * ARCTIC DIESEL® * HEATING OIL * PERFORMANCE GOLD® DIESEL PRODUCTS * RAILROAD FUEL
Supplier	Flint Hills Resources, LP 4111 E. 37th St. North Wichita, KS 67220-3203 United States
Telephone numbers – 24 hour emergency assistance	
Chemtrec	800-424-9300
Telephone numbers – general assistance	
8-5 (M-F, CST) MSDS Assistance	316-828-7988
Email:	msdsrequest@fhr.com

2. Hazards identification

Emergency overview

CAUTION!

PALE YELLOW OR GREEN COLORED LIQUID WITH HYDROCARBON ODOR

HEALTH HAZARDS
VAPORS, FUMES, OR MISTS MAY CAUSE RESPIRATORY TRACT IRRITATION
OVEREXPOSURE MAY CAUSE CENTRAL NERVOUS SYSTEM DEPRESSION
MAY BE HARMFUL OR FATAL IF SWALLOWED
MAY CAUSE LUNG DAMAGE
POTENTIAL CANCER HAZARD
SEE "TOXICOLOGICAL INFORMATION" (SECTION 11) FOR MORE INFORMATION

FLAMMABILITY HAZARDS
COMBUSTIBLE LIQUID AND VAPOR
VAPOR MAY CAUSE FLASH FIRE

REACTIVITY HAZARDS
STABLE

Potential health effects

Routes of exposure	Inhalation, ingestion, skin and eye contact.
Eyes	May cause slight transient irritation, lacrimation (tears) and a burning sensation in the eyes. Effects may become more serious with repeated or prolonged contact.
Skin	Contact may cause reddening, itching and inflammation. Effects may become more serious with repeated or prolonged contact. Skin contact may cause harmful effects in other parts of the body.
Inhalation	Breathing high concentrations may be harmful. May cause central nervous system depression or effects. Symptoms may include headache, excitation, euphoria, dizziness, incoordination, drowsiness, light-headedness, blurred vision, fatigue, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death, depending on the concentration and duration of exposure. Breathing of the mists, vapors or fumes may irritate the nose, throat and lungs. Overexposure to this material may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 11).

Ingestion

Swallowing this material may be harmful. May cause irritation of the mouth, throat and gastrointestinal tract. Symptoms may include salivation, pain, nausea, vomiting and diarrhea.

Aspiration into lungs may cause chemical pneumonia and lung damage.

Exposure may also cause central nervous system symptoms similar to those listed under "Inhalation" (see Inhalation section).

3. Composition/information on ingredients

Components	CAS #	Percent
C9-C20 HYDROCARBONS PRODUCED BY THE PROCESSING OF CRUDE OIL	68476-34-6	0 - 100 %
DISTILLATES (PETROLEUM), HYDRODESULFURIZED MIDDLE	64742-80-9	0 - 100 %
HYDRODESULFURIZED KEROSENE	64742-81-0	0 - 45 %
C9-C25 HYDRODESULFURIZED DISTILLATE, LIGHT CAT CRACKED	68333-25-5	0 - 40 %
KEROSENE	8008-20-6	0 - 25 %
SOYBEAN OIL, METHYL ESTER	67784-80-9	0 - 7 %
TALLOW, METHYL ESTERS	68910-48-5	0 - 7 %
LARD, OIL, METHYL ESTERS	68082-78-0	0 - 7 %
1,2,4-TRIMETHYLBENZENE	95-63-6	0.1 - 1 %
XYLENE	1330-20-7	0 - 1 %
BIPHENYL	92-52-4	0 - 0.75 %
NAPHTHALENE	91-20-3	0 - 0.3 %
BENZENE	71-43-2	0 - 0.02 %

Composition comments

Values do not reflect absolute minimums and maximums; these values are typical which may vary from time to time.

This Material Safety Data Sheet is intended to communicate potential health hazards and potential physical hazards associated with the product(s) covered by this sheet, and is not intended to communicate product specification information. For product specification information, contact your Flint Hills Resources, LP representative.

4. First aid measures

First aid procedures

Eye contact

Flush immediately with large amounts of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. Get medical attention if irritation persists.

Skin contact

Immediately wash skin with plenty of soap and water after removing contaminated clothing and shoes. Get medical attention if irritation develops or persists.

Place contaminated clothing in closed container for storage until laundered or discarded. If clothing is to be laundered, inform person performing operation of contaminant's hazardous properties. Discard contaminated leather goods.

Inhalation

Remove to fresh air. If not breathing, institute rescue breathing. If breathing is difficult, ensure airway is clear and give oxygen. If heart has stopped, immediately begin cardiopulmonary resuscitation (CPR).

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

Ingestion

Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis. If spontaneous vomiting occurs, keep head below hips to prevent aspiration and monitor for breathing difficulty. Never give anything by mouth to an unconscious person.

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

Notes to physician

INHALATION: This material (or a component) sensitizes the myocardium to the effects of sympathomimetic amines. Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in individuals exposed to this material. Administration of sympathomimetic drugs should be avoided.

INGESTION: If ingested this material represents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended.

5. Fire-fighting measures

Flammable properties

Material will burn in a fire.

Vapors may form explosive mixture with air. Vapors can travel to a source of ignition and flash back.

Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bonding and grounding may be insufficient to eliminate the hazard from static accumulation.

Explosion hazard if exposed to extreme heat.

Extinguishing media

Suitable extinguishing media

Use water spray, dry chemical, carbon dioxide or fire-fighting foam for Class B fires to extinguish fire.

Protection of firefighters

Specific hazards arising from the chemical

Combustion may produce COx, NOx, SOx, reactive hydrocarbons, irritating vapors, and other decomposition products in the case of incomplete combustion.

Fire fighting equipment/instructions

Evacuate area and fight fire from a safe distance.

If leak or spill has not ignited, ventilate area and use water spray to disperse gas or vapor, cool adjacent structures, and to protect personnel attempting to stop a leak.

Shut off source of flow, if possible. Stay away from storage tank ends. Withdraw immediately in case of rising sound from venting safety device or any discoloration of storage tank due to fire.

Firefighters must wear NIOSH approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.

6. Accidental release measures

Environmental precautions

Eliminate all sources of ignition. Isolate hazard area and deny entry.

If material is released to the environment, take immediate steps to stop and contain release. Caution should be exercised regarding personnel safety and exposure to the released material. Notify local authorities and the National Response Center, if required.

Other information

Keep unnecessary people away. Isolate area for at least 50 meters (164 feet) in all directions to preserve public safety. For large spills, if downwind consider initial evacuation for at least 300 meters (1000 feet).

Keep ignition sources out of area and shut off all ignition sources. Absorb spill with inert material (e. g. dry sand or earth) then place in a chemical waste container. Large Spills: Dike far ahead of liquid spill for later disposal.

Use a vapor suppressing foam to reduce vapors. Stop leak when safe to do so.

See Exposure Controls/Personal Protection (Section 8).

Emergency action

Eliminate and/or shut off ignition sources and keep ignition sources out of the area. Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind. IF TANK, RAILCAR OR TANK TRUCK IS INVOLVED IN A FIRE, isolate for 800 meters (1/2 mile) in all directions. Evacuate area endangered by release as required. (See Exposure Controls/Personal Protection, Section 8.)

7. Handling and storage

Handling

Electrostatic charge may accumulate and create a hazardous condition when handling this material.

Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (such as tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate procedures to mitigate the hazard.

Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bond and ground lines and equipment (tank, transfer lines, pump, floats, etc.) used during transfer to reduce the possibility of static spark-initiated fire or explosion.

Bonding and grounding may be insufficient to eliminate the hazard from static accumulation. Additional precautions should be considered consistent with the current NFPA 77, Recommended Practice on Static Electricity, the current API Recommended Practice 2003, Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents and OSHA Standard 29 CFR 1910.106, Flammable and Combustible Liquids.

Use non-sparking tools. Do not cut, grind, drill, weld or reuse containers unless adequate precautions are taken against these hazards.

Do not eat, drink or smoke in areas of use or storage.

Do not breathe fumes or vapor.

Avoid contact with skin or eyes.

Wash thoroughly after handling.

Storage

Store in tightly closed containers in a cool, dry, isolated, well-ventilated area away from heat, sources of ignition and incompatibles. Avoid contact with strong oxidizers.

Empty containers may contain material residue. Do not reuse without adequate precautions.

Do not eat, drink or smoke in areas of use or storage.

8. Exposure controls / personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
1,2,4-TRIMETHYLBENZENE (95-63-6)	TWA	25 ppm	
BENZENE (71-43-2)	STEL	2.5 ppm	Skin
	TWA	0.5 ppm	Skin
BIPHENYL (92-52-4)	TWA	0.2 ppm	
C9-C20 HYDROCARBONS PRODUCED BY THE PROCESSING OF CRUDE OIL (68476-34-6)	TWA	100 mg/m3	Inhalable fraction and vapor; Skin
HYDRODESULFURIZED KEROSENE (64742-81-0)	TWA	200 mg/m3	Skin; P
KEROSENE (8008-20-6)	TWA	200 mg/m3	Skin; P
NAPHTHALENE (91-20-3)	STEL	15 ppm	Skin
	TWA	10 ppm	Skin
XYLENE (1330-20-7)	STEL	150 ppm	
	TWA	100 ppm	

US. ACGIH. BEIs. Biological Exposure Indices

Components	Type	Value
BENZENE (71-43-2)	BEI	25 µg/g

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Components	Type	Value
BENZENE (71-43-2)	STEL	5 ppm
	TWA	1 ppm

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
BIPHENYL (92-52-4)	TWA	0.2 ppm
NAPHTHALENE (91-20-3)	TWA	10 ppm

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
XYLENE (1330-20-7)	TWA	100 ppm

U.S. - Alaska (AKOSH)

Components	Type	Value
1,2,4-TRIMETHYLBENZENE (95-63-6)	TWA	25 ppm
BENZENE (71-43-2)	STEL	5 ppm
	TWA	1 ppm
BIPHENYL (92-52-4)	TWA	0.2 ppm
NAPHTHALENE (91-20-3)	STEL	15 ppm
	TWA	10 ppm
XYLENE (1330-20-7)	STEL	150 ppm
	TWA	100 ppm

U.S. - Minnesota (MNOSHA)

Components	Type	Value
1,2,4-TRIMETHYLBENZENE (95-63-6)	TWA	25 ppm
BENZENE (71-43-2)	STEL	5 ppm
	TWA	1 ppm
BIPHENYL (92-52-4)	TWA	0.2 ppm
NAPHTHALENE (91-20-3)	STEL	15 ppm
	TWA	10 ppm
XYLENE (1330-20-7)	STEL	150 ppm
	TWA	100 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
1,2,4-TRIMETHYLBENZENE (95-63-6)	REL	25 ppm
BENZENE (71-43-2)	REL	0.1 ppm
	STEL	1 ppm
BIPHENYL (92-52-4)	REL	0.2 ppm
HYDRODESULFURIZED KEROSENE (64742-81-0)	REL	100 mg/m3
KEROSENE (8008-20-6)	REL	100 mg/m3
NAPHTHALENE (91-20-3)	REL	10 ppm
	STEL	15 ppm

Exposure guidelines

NOTE: Only ingredients with validated exposure limits are shown in section 8.

As referenced in Section 11 below regarding Toxicological Information, exposure to diesel exhaust fumes may present a health risk. If the user of this product is using it to fuel diesel engines, it is recommended the user of this fuel conduct an assessment to ensure adequate ventilation is present to avoid potentially harmful exposure of the user to diesel exhaust fumes. Such would need to be a "fit for purpose" evaluation of the user's specific diesel engine usage (i.e. mobile or stationary; enclosed – i.e. confined space - or open atmosphere, etc.), as each user's circumstance will be unique to them. User should take appropriate steps to minimize exposure to diesel exhaust fumes.

US ACGIH Threshold Limit Values: Skin designation

BENZENE (CAS 71-43-2)	Can be absorbed through the skin.
C9-C20 HYDROCARBONS PRODUCED BY THE PROCESSING OF CRUDE OIL (CAS 68476-34-6)	Can be absorbed through the skin.
HYDRODESULFURIZED KEROSENE (CAS 64742-81-0)	Can be absorbed through the skin.
KEROSENE (CAS 8008-20-6)	Can be absorbed through the skin.
NAPHTHALENE (CAS 91-20-3)	Can be absorbed through the skin.

US OSHA Specifically Regulated Substances: Action level and Reference

BENZENE (CAS 71-43-2)	0.5 PPM 29 CFR 1910.1028

Engineering controls

Ventilation and other forms of engineering controls are the preferred means for controlling exposures.

Personal protective equipment

Eye / face protection

Keep away from eyes. Eye contact can be avoided by using chemical safety glasses, goggles and/or face shield. Have eye washing facilities readily available where eye contact can occur.

Skin protection	Dermal exposure to this chemical may add to the overall exposure. Avoid skin contact with this material. Use appropriate chemical protective gloves when handling. Additional protective clothing may be necessary. Good personal hygiene practices such as properly handling contaminated clothing, using wash facilities before entering public areas and restricting eating, drinking and smoking to designated areas are essential for preventing personal chemical contamination.
Respiratory protection	A NIOSH approved air purifying respirator with an appropriate cartridge or canister, such as an organic vapor cartridge, may be used in circumstances where airborne organic vapor concentrations may exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection. See OSHA 29 CFR 1910.134 for more information regarding respiratory protection and Assigned Protection Factors (APFs).

9. Physical and chemical properties

Physical state	Liquid.
Form	Not available.
Color	Pale yellow or green; for tax exempt purposes, this fuel may contain red dye
Odor	Hydrocarbon
Odor threshold	Not available.
pH	Not available
Vapor pressure	2.6 mmHg at 122 °F (50 °C)
Vapor density	> 1 (Air=1)
Boiling point	> 320 °F (> 160 °C) ASTM D86
Melting point/Freezing point	Not available
Solubility (water)	Insoluble
Specific gravity	0.84 - 0.888 at 60/60 °F (15.6/15.6 °C)
Relative density	Not available.
Flash point	> 125.00 °F (> 51.67 °C) ; Wisconsin: >100 °F (>37.8 °C) PMCC
Flammability limits in air, upper, % by volume	7.5 %
Flammability limits in air, lower, % by volume	0.6 %
Auto-ignition temperature	494 °F (256.67 °C)
VOC	Not available
Evaporation rate	Not available
Viscosity	1.7 - 4.1 cSt at 104 °F (40 °C)
Percent volatile	Not available
Partition coefficient (n-octanol/water)	Not available
Pour point	-20 to 20 °F (-28.9 to -6.7 °C)
Bulk density	7 - 7.4 lb./gal.
Molecular weight	Not available
Molecular formula	No data Not available
Other data	
Chemical family	Hydrocarbon Mixture
Density	Not available
Electrostatic properties	
Conductivity	≤ 50 pS/m
Flash point class	Not available

10. Stability and reactivity

Chemical stability	Material is stable under normal conditions.

Conditions to avoid	Avoid unventilated areas, heat, open flames, sparks and ungrounded electrical equipment.
Incompatible materials	Incompatible with oxidizing agents. See precautions under Handling & Storage (Section 7).
Hazardous decomposition products	Not anticipated under normal conditions.
Possibility of hazardous reactions	Not anticipated under normal conditions.

11. Toxicological information

Carcinogenicity

ACGIH Carcinogens

BENZENE (CAS 71-43-2)	A1 Confirmed human carcinogen.
DIESEL FUEL, AS TOTAL HYDROCARBONS, INHALABLE FRACTION AND VAPOR (CAS 68476-34-6)	A3 Confirmed animal carcinogen with unknown relevance to humans.
KEROSENE (NON-AEROSOL), AS TOTAL HYDROCARBON VAPOR (CAS 64742-81-0)	A3 Confirmed animal carcinogen with unknown relevance to humans.
KEROSENE (NON-AEROSOL), AS TOTAL HYDROCARBON VAPOR (CAS 8008-20-6)	A3 Confirmed animal carcinogen with unknown relevance to humans.
NAPHTHALENE (CAS 91-20-3)	A4 Not classifiable as a human carcinogen.
XYLENE (O, M AND P ISOMERS) (CAS 1330-20-7)	A4 Not classifiable as a human carcinogen.

IARC Monographs. Overall Evaluation of Carcinogenicity

BENZENE (CAS 71-43-2)	1 Carcinogenic to humans.
DIESEL FUELS, DISTILLATE (LIGHT) (CAS 68476-34-6)	3 Not classifiable as to carcinogenicity to humans.
NAPHTHALENE (CAS 91-20-3)	2B Possibly carcinogenic to humans.
XYLENES (CAS 1330-20-7)	3 Not classifiable as to carcinogenicity to humans.

US NTP Report on Carcinogens: Anticipated carcinogen

NAPHTHALENE (CAS 91-20-3)	Reasonably Anticipated to be a Human Carcinogen.

US NTP Report on Carcinogens: Known carcinogen

BENZENE (CAS 71-43-2)	Known To Be Human Carcinogen.

US OSHA Specifically Regulated Substances: Cancer hazard

BENZENE (CAS 71-43-2)	Cancer hazard.

Toxicological data

BENZENE: Studies of Workers Overexposed to Benzene: Studies of workers exposed to benzene show clear evidence that overexposure can cause cancer of the blood forming organs (acute myelogenous leukemia) and aplastic anemia, an often fatal disease. Some studies suggest overexposure to benzene may also be associated with other blood disorders including myelodysplastic syndrome. Some studies of workers exposed to benzene have shown an association with increased rates of chromosome aberrations in circulating lymphocytes. One study of women workers exposed to benzene suggested a weak association with irregular menstruation. However, other studies of workers exposed to benzene have not demonstrated clear evidence of an effect on fertility or reproductive outcome in humans. Benzene can cross the placenta and affect the developing fetus. Cases of aplastic anemia have been reported in the offspring of persons severely overexposed to benzene. Studies in Laboratory Animals: Studies in laboratory animals indicate that prolonged, repeated exposure to high levels of benzene vapor can cause bone marrow suppression and cancer in multiple organ systems. Studies in laboratory animals show evidence of adverse effects on male reproductive organs following high levels of exposure but no significant effects on reproduction have been observed. Embryotoxicity has been reported in studies of laboratory animals but effects were limited to reduced fetal weight and skeletal variations. Benzene has been classified as a proven human carcinogen by OSHA and a Group 1 (Carcinogenic to Humans) material by IARC.

NAPHTHALENE: Severe jaundice, neurotoxicity (kernicterus) and fatalities have been reported in young children and infants as a result of hemolytic anemia from overexposure to naphthalene. Persons with Glucose 6-phosphate dehydrogenase (G6PD) deficiency are more prone to the hemolytic effects of naphthalene. Adverse effects on the kidney have been reported in persons overexposed to naphthalene but these effects are believed to be a consequence of hemolytic anemia, and not a direct effect. Hemolytic anemia has been observed in laboratory animals exposed to naphthalene. Laboratory rodents exposed to naphthalene vapor for 2 years (lifetime studies) developed non-neoplastic and neoplastic tumors and inflammatory lesions of the nasal and respiratory tract. Cataracts and other adverse effects on the eye have been observed in laboratory animals exposed to high levels of naphthalene. Findings from a large number of bacterial and mammalian cell mutation assays have been negative. A few studies have shown chromosomal effects (elevated levels of Sister Chromatid Exchange or chromosomal aberrations) in vitro. Naphthalene has been classified as a Possibly Carcinogenic to Humans (2B) by IARC, based on findings from studies in laboratory animals.

XYLENES, ALL ISOMERS: Overexposure to xylene may cause upper respiratory tract irritation, headache, cyanosis, blood serum changes, CNS damage and narcosis. Effects may be increased by the use of alcoholic beverages. Evidence of liver and kidney impairment were reported in workers recovering from a gross overexposure. Effects from Prolonged or Repeated Exposure: Impaired neurological function was reported in workers exposed to solvents including xylene. Studies in laboratory animals have shown evidence of impaired hearing following high levels of exposure. Studies in laboratory animals suggest some changes in reproductive organs following high levels of exposure but no significant effects on reproduction were observed. Studies in laboratory animals indicate skeletal and visceral malformations, developmental delays, and increased fetal resorptions following extremely high levels of maternal exposure. The relevance of these observations to humans is not clear at this time. Adverse effects on the liver, kidney, bone marrow (changes in blood cell parameters) were observed in laboratory animals following high levels of exposure. The relevance of these observations to humans is not clear at this time.

C9 AROMATIC HYDROCARBONS: A developmental inhalation study was conducted in laboratory mice. Increased implantation losses, reduced fetal weights, delayed ossification and an increased incidence of cleft palate were observed at the highest exposure level (1,500 ppm). This exposure level was extremely toxic to pregnant female mice (44% mortality). Reduced fetal body weights were also observed at 500 ppm. A multi-generation reproduction inhalation study was conducted in laboratory rats. Reductions in pup weights, pup weight gain, litter size, and pup survival were observed at 1,500 ppm, an exposure level at which significant maternal toxicity was observed. Reduced pup weight gain was also observed at 500 ppm.

MIDDLE DISTILLATES, PETROLEUM: Long-term repeated (lifetime) skin exposure to similar materials has been reported to result in an increase in skin tumors in laboratory rodents. The relevance of these findings to humans is not clear at this time.

DIESEL EXHAUST: NIOSH recommends that whole diesel exhaust be regarded as a potential carcinogen, and the National Toxicology Program (NTP) classifies diesel exhaust particulate as "reasonably anticipated to be a human carcinogen". In a recent review of the scientific literature, The International Agency for Cancer (IARC) classified diesel engine exhaust as a Group 1 carcinogen (carcinogenic to humans), based on sufficient evidence that exposure is associated with an increased risk for lung cancer, and limited evidence of a positive association with an increased risk of bladder cancer. Lifetime exposure to whole diesel exhaust also has been shown to cause cancer in laboratory animals.

Exposure to this material may cause adverse effects or damage to the following organs or organ systems: blood, central nervous system, eyes, kidneys, respiratory tract, lungs, bone marrow, and skin.

12. Ecological information

Ecotoxicity Toxic to aquatic organisms.

Persistence and degradability Not readily biodegradable.

Bioaccumulation / Accumulation May bioaccumulate in aquatic organisms.

Bioaccumulative potential

Octanol/water partition coefficient log Kow

BENZENE	2.13
XYLENE	3.12 - 3.2
NAPHTHALENE	3.3
BIPHENYL	4.01

Mobility in environmental media May partition into air, soil and water.

13. Disposal considerations

Waste codes

US RCRA Hazardous Waste U List: Reference

BENZENE (CAS 71-43-2)	U019
NAPHTHALENE (CAS 91-20-3)	U165
XYLENE (CAS 1330-20-7)	U239

Disposal Instructions

This material, as supplied, when discarded or disposed of, is a hazardous waste according to Federal Regulations due to the material exhibiting a hazardous characteristic under Subpart C of 40 CFR 261. Under RCRA, it is the responsibility of the user of the material to determine, at the time of disposal, whether the material meets RCRA criteria for hazardous waste.

The transportation, storage, treatment and disposal of RCRA waste material must be conducted in compliance with federal regulations. Check state and local regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate or otherwise inappropriate. Disposal of this material must be conducted in compliance with all federal, state and local regulations.

For additional handling information and protection of employees, see Section 7 (Handling and Storage) and Section 8 (Exposure Controls/Personal Protection).

14. Transport information

General

BILL OF LADING - BULK (U. S. DOT): See Bill of Lading for proper shipping description, or consult 49 CFR 100-185 for specific shipping information.

BILL OF LADING - NON-BULK (U. S. DOT): See Bill of Lading for proper shipping description, or consult 49 CFR 100-185 for specific shipping information.

Due to the possible variances of this material, the shipping classification must be evaluated at the time of shipment. Please consult 49 CFR 171 - 180 for specific shipping information.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

15. Regulatory information

US federal regulations

All ingredients are on the TSCA inventory, or are not required to be listed on the TSCA inventory.

Consult OSHA's Benzene standard 29 CFR 1910.1028 for provisions on air monitoring, employee training, medical monitoring, etc.

A release of this material, as supplied, may be exempt from reporting under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA - 40 CFR 302) by the petroleum exclusion. Releases may be reportable to the National Response Center (800-424-8802) under the Clean Water Act, 33 U.S.C. 1321(b)(3) and (5).

This material may contain toxic chemical(s) in excess of the applicable de minimis concentration that are subject to the annual toxic chemical release reporting requirements of the Superfund Amendments and Reauthorization Act (SARA) Section 313 (40 CFR 372). This information must be included in all MSDSs that are copied and distributed for this material.

This material contains one or more substances listed as hazardous air pollutants under Section 112 of the Clean Air Act. This material contains up to 2.25% hazardous air pollutants (HAPs) per Section 112 Clean Air Act Amendments of 1990.

Check local, regional or state/provincial regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Failure to report may result in substantial civil and criminal penalties.

Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2)

Not regulated.

DEA Essential Chemical Code Number

Not regulated.

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

Not regulated.

DEA Exempt Chemical Mixtures Code Number

Not regulated.

US EPCRA (SARA Title III) Section 313 - Toxic Chemical: De minimis concentration

1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	1.0 %
BENZENE (CAS 71-43-2)	0.1 %
BIPHENYL (CAS 92-52-4)	1.0 %
NAPHTHALENE (CAS 91-20-3)	0.1 %

XYLENE (CAS 1330-20-7)	1.0 %

US EPCRA (SARA Title III) Section 313 - Toxic Chemical: Listed substance

1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	Listed.
BENZENE (CAS 71-43-2)	Listed.
BIPHENYL (CAS 92-52-4)	Listed.
NAPHTHALENE (CAS 91-20-3)	Listed.
XYLENE (CAS 1330-20-7)	Listed.

US TSCA Section 12(b) Export Notification: Export Notification requirement/De minimis concentration

LARD, OIL, METHYL ESTERS (CAS 68082-78-0)	1.0 % One-Time Export Notification only.

CERCLA (Superfund) reportable quantity

XYLENE: 100.0 pounds
BIPHENYL: 100.0 pounds
NAPHTHALENE: 100.0 pounds
BENZENE: 10.0 pounds

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories	Immediate Hazard - Yes Delayed Hazard - Yes Fire Hazard - Yes Pressure Hazard - No Reactivity Hazard - No
Section 302 extremely hazardous substance	No
Section 311 hazardous chemical	Yes
Clean Water Act (CWA)	Hazardous substance
State regulations	WARNING: This product contains one or more chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Proposition 65, CAL. HSC. §25249.5.

US - California Proposition 65 - CRT: Listed date/Carcinogenic substance

BENZENE (CAS 71-43-2)	Listed: February 27, 1987 Carcinogenic.
NAPHTHALENE (CAS 91-20-3)	Listed: April 19, 2002 Carcinogenic.

US - California Proposition 65 - CRT: Listed date/Developmental toxin

BENZENE (CAS 71-43-2)	Listed: December 26, 1997 Developmental toxin.

US - California Proposition 65 - CRT: Listed date/Male reproductive toxin

BENZENE (CAS 71-43-2)	Listed: December 26, 1997 Male reproductive toxin.

US - New Jersey RTK - Substances: Listed substance

1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	Listed.
BENZENE (CAS 71-43-2)	Listed.
BIPHENYL (CAS 92-52-4)	Listed.
KEROSENE (CAS 8008-20-6)	Listed.
NAPHTHALENE (CAS 91-20-3)	Listed.
XYLENE (CAS 1330-20-7)	Listed.

US - Pennsylvania RTK - Hazardous Substances: Listed substance

1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	Listed.
BENZENE (CAS 71-43-2)	Listed.
BIPHENYL (CAS 92-52-4)	Listed.
C9-C20 HYDROCARBONS PRODUCED BY THE PROCESSING OF CRUDE OIL (CAS 68476-34-6)	Listed.
HYDRODESULFURIZED KEROSENE (CAS 64742-81-0)	Listed.
KEROSENE (CAS 8008-20-6)	Listed.
NAPHTHALENE (CAS 91-20-3)	Listed.
XYLENE (CAS 1330-20-7)	Listed.

US - Pennsylvania RTK - Hazardous Substances: Special hazard

BENZENE (CAS 71-43-2)	Special hazard.

16. Other information

HMIS® ratings	Health: 1* Flammability: 2 Physical hazard: 0 * Indicates chronic health hazard
NFPA ratings	Health: 1 Flammability: 2 Instability: 0

MAGELLAN MIDSTREAM PARTNERS, L.P.

X Grade Ultra Low Sulfur Diesel Fuel Specifications

Product Property	Test Method	Origin Test Results Minimum	Maximum	Deliveries[1/]
Gravity, °API	D287	Report		
Color	D1500		2.5	3.0
Distillation	D86			
50% Recovered, °F		Report		
90% Recovered, °F		540	640	
OR				
Simulated Distillation	D2887			
50% Recovered, °F		Report		
90% Recovered, °F		572	672	
Copper Corrosion	D130		1	
Cetane				
(1) Cetane Number	D613	40.0		
OR (2) Cetane Index, procedure A	D4737	40.0		
Cetane Index [2/]	D976	40		
Flash Point, °F	D93	140		130
Stability				
(1)Thermal, % reflectance	D6468 (W)	75		
	D6468 (Y)	82		
Aging Period (Minutes)	D6468	90		
OR (2) Potential Color [3/] and	MPL P. Color		6	
Potential Gum, mg/100 ml [4/]	MPL P. Gum		50	
OR (3) Oxidation, mg/100 ml	D2274		2.5	
Carbon Residue on 10% Bottoms, %	D524		0.35	
Cloud Point, °F	D2500		[5/]	
Pour Point, °F	D97		[5/]	
Viscosity, cSt at 104 °F	D445	1.9	4.1	
Ash, wt %	D482		0.01	
Haze Rating [6/]	D4176		2	3
NACE Corrosion	TM0172	B+		
Sulfur, ppm [7/]	D2622		*10	

1/ Delivered products meets all applicable requirements at time and place of delivery.

2/ ASTM D976 data is required for low sulfur fuel oils to demonstrate aromatics compliance per the EPA.

3/ The Potential Color will be determined by ASTM method D1500 on a filtered sample after a 16 hour induction period by ASTM method D525 modified. Contact Magellan QC to request a copy of this method.

Revision Date: March 11, 2011

MAGELLAN MIDSTREAM PARTNERS, L.P.

X Grade Ultra Low Sulfur Diesel Fuel Specifications (continued)

4/ The Potential Gum will be determined by ASTM method D381 modified (Steam Jet Evaporation at 485 °F) after a 16 hour induction period by ASTM method D525 modified. Contact Magellan QC to request a copy of this method.

5/

Month	Pour Point °F, max.	Cloud Point °F, max
January	0	+14
February	0	+14
March	0	+14
April	+10	+20
May	+10	+20
June	+10	+20
July	+10	+20
August	0	+14
September	0	+14
October	0	+14
November	0	+14
December	0	+14

6/ Compliance with ASTM D4176 will be determined using Procedure 2 at 77 °F or tank temperature at the time of sampling, whichever is lower.

7/ All results provided must use an EPA qualified instrument.
*Sulfur limit, 11 ppm for interconnecting pipelines.

Additional Requirements:

Biodiesel: The use of any biodiesel fuel as a blending component is prohibited.

Dyes: X Grade shipments may not be dyed.

Revision Date: March 11, 2011

MAGELLAN MIDSTREAM PARTNERS, L.P.

NR Grade Regular Gasoline Blendstock (RBOB)

For Blending With 10.0% Denatured Fuel Ethanol
(92% Purity) As Defined In ASTM D4806
VOC-Controlled Region 1 Complex Model Phase II

Product Property	Test Method	Origin Test Results Minimum	Maximum	Deliveries[1/]
Gravity, ° API[8/]	D287		Report	
Color			Undyed	
Volatility [2/9/]				

Distillation, ASTM D 86	Class AA	Class A	Class B	Class C	Class D	Class E
10% Evaporated °F, max	158	158	149	140	131	122
50% Evaporated °F, min	150	150	150	150	150	150
50% Evaporated °F, max	250	250	245	240	235	230
90% Evaporated °F, max	374	374	374	365	365	365
Final Boiling Point °F, max[3/]	430	430	430	430	430	430
Residue, vol% max	2	2	2	2	2	2
Drivability Index, max ASTM D4814	1250	1250	1240	1230	1220	1200

Vapor/Liquid Ratio = 20:1 °F, min[4/]	Class 1	Class 2	Class 3	Class 4	Class 5
	129	122	116	107	102

Vapor Pressure, D5191 [2/8/]						
E200 (vol%)	D86		30	70		
E300 (vol%)	D86		70	100		
Emission Performance Reduction (%)			-27.0			
Mercaptan Sulfur, wt % [3/]	D3227			0.003		
Copper Corrosion	D130			1		
Silver Corrosion	D7667,7671				1	
Gum, Existent, mg/100 ml	D381			4		5
Oxidation Stability, minutes	D525	240				
Octane						
RON	D2699		Report			
MON	D2700	82.0				
(R+M)/2		87.0				
Phosphorus, g/gal	D3231			0.003		0.005
Benzene, wt. %	D3606			1.3		
Aromatics (vol %)[4/]				50		
Olefins (vol %)	D1319			25		
Sulfur, ppm	D2622			80		
Oxygen Content wt %[5/]	D5599		1.5	4.0		
Oxygenates, (vol %) [8/]	D4815			0.05		
Haze Rating [6/, 8/]	D4176			2		3
NACE Corrosion[8/]	TM0172, D7548	B+				
Odor [7/, 8/]				Nonoffensive		

Revision Date: December 1, 2015

MAGELLAN MIDSTREAM PARTNERS, L.P.

NR Grade Regular Gasoline Blendstock (RBOB) (continued)

1/ Delivered products meets all applicable requirements at time and place of delivery.

2/ Refer to Seasonal Gasoline Volatility Schedule.

3/ Mercaptan Sulfur determination is waived if the result of the Doctor Test ASTM D4952 is negative.

4/ Refer to test methods in 40 CFR Chapter 1, Part 80.46.

5/ Oxygen content must meet a minimum of 1.5 wt. % and a maximum of 4.0 wt. % after blending of denatured fuel ethanol.

6/ Compliance with ASTM D4176 will be determined using Procedure 2 at the following temperatures, adjusted seasonally:

February 16 – September 30	55 °F max
October 1– February 15	45 °F max

7/ Any gasoline exhibiting an offensive odor and/or containing more than 0.30 wt % dicyclopentadiene will not be accepted for shipment.

8/ Specifications must be met before blending of denatured fuel except for vapor pressure during the VOC compliance period, March 20th through October 1st, will be reported on the blended fuel.

9/ For products blended to meet EPA or state imposed summer VOC requirements, test must be performed for RVP in accordance with procedure described in 40 CFR, PART 80, Appendix E, Method 3.

**NOTE: This RBOB may not be combined with any other RBOB except RBOB having the same requirement for oxygenate type and amount. "Base Gasoline" Not for sale to the ultimate consumer.

**NOTE: Heavy metals are not allowed to be present.

**NOTE: All parameters must be met after blending with denatured fuel ethanol unless noted

Revision Date: December 1, 2015

Supplier: **RKA Petroleum**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1807-245
Bulk Fuel for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 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.

Supplier: **RKA Petroleum**

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:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

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:

Supplier: **RKA Petroleum**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)
3	**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.**	
4	**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.**	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**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.) 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. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No
	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? ☐ Yes ☐ No 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? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest:**

7		
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **RKA Petroleum**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **RKA Petroleum**

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:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

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.

☐	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.

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 BIDSYNC ELECTRONICALLY.

Supplier: **RKA Petroleum**

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 FORMS AND SUBMISSION

2.1 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.

2.2 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 fun monies, etc.); or
B. Has a value of at least $1,000,000.

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

available on the Texas Ethics Commission website at the following link:

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

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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 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 CONDISERATION 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 Ensuing 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 (15^{th}) 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 Submittal.

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, statues, 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 the 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, n 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 t 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 t Agreement will be located in the Special Provisions 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 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.

Commissioners Court - Regular Session **36.**

Meeting Date: 11/06/2018

LPR Speed trailer

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the use of General Services Agreement (GSA) contract GS-07F-0031W for the purchase of two (2) LPR WANCO Speed Trailers in the amount of $116,890.00 from Millenium Products Inc. to support the operations of the Williamson County Sheriff's Office.

Background

GSA contract GS-07F-0031W is a cooperative contract and meets the competitive requirements of the County Purchasing Act. This purchase is for 2 speed trailers with accessories included. Funding source for the purchase is 0410.0413.005008 Asset Forfeitures.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Attachment 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/01/2018 11:44 AM
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Jayme Jasso		Started On: 11/01/2018 10:22 AM
Final Approval Date: 11/01/2018		

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the

SCHEDULE 84
FSC GROUP 63
FSC CLASS 6350 SURVEILLANCE SYSTEMS

CONTRACT NUMBER GS-07F-0031W
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button

CONTRACT PERIOD: 10/05/2009 TO 10/04/2019

MILLENIUM PRODUCTS, INCORPORATED
621 Monte Critso Blvd
St. Petersburg, FL 33715
PHONE: 888-901-7430
FAX: 801-469-7778
Web site: http://www.milleniumproducts.net
Email: info@milleniumproducts.net

Contract Administrator: David Godfrey II

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

Modification PO-0053 Eff: 10/10/18

CUSTOMER INFORMATION

1a Applicable SIN: 426-4S 426-1000

1b Lowest Item: SIN 426-4S: WANCO WCTSM-DRAWBAR-PIVOT $391.99

1c Hourly Rates: N/A

2 Maximum Order =SIN 426-4S: $200,000; SIN 426-1000: $150,000

3 Minimum Order = $100.00.

4 Geographic Coverage: Domestic, 50 States, Washington D.C., Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities.

5 Point of Production: Wanco, Arvada, Jefferson County, CO, Vetted Security Solutions, Pinellas County, FL

6 Discount from List Prices: 10%- 11%
For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule and the price to be loaded into GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0.75%.

7 Volume Discount: None

8 Prompt Payment Terms: 2% if paid in 20 Days / Net 30 Days.

9a Government purchase cards are accepted up to the micro-purchase limit.

9b Government purchase cards are accepted above the micro-purchase limit.

10 All items are made in the U.S.

11a Time of Delivery: 30 Days ARO except items marked on price list with an asterisk.

11b Expedited Delivery: None

11c Overnight and 2-day delivery is not available. (See 11d.).

11d See clause I-FSS-1 40-B “Urgent Requirements”. Agencies are advised to Contact Millenium’s representative (888-901-7430) to arrange for faster delivery when required.

12 FOB Point: Origin

13a Ordering Address: Millenium Products, Inc.
621 Monte Cristo Blvd.
St. Petersburg, FL 33715

13b Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchas Agreements (BPA’s), and a sample BPA can be found at the GSA/FSS Schedule homepage (www.gsa.gov).

CUSTOMER INFORMATION CON'T

14 Payment Address: Millenium Products, Inc.
621 Monte Cristo Blvd.
St. Petersburg, FL 33715
15 Warranty provision: Standard Commercial Warranty
16 Export packing charges: N/A
17 Government purchase cards are accepted up to card limit.
18 Terms and conditions of rental, maintenance, and repair: N/A
19 Terms and conditions of installation: N/A
20 Terms and conditions of repair parts: N/A
20a Terms and condition for any other services: N/A
21 List of service distribution points: N/A
22 List of participation dealers: N/A
23 Preventive maintenance: N/A
24 Environmental Attributes: None
25 DUNS number is 102694671.
26 Notification regarding registration in SAM Database: Cage code: 3DNW8

GSA Contract# GS-07F-0031W

SIN	Manufacturer	Part#	Product Name	GSA Price w/IFF
Security Camera Trailer				
426 4S	WANCO	WCT-B4S	Security Camera Trailer-2 Cameras-Solar	$ 53,428.04
426 4S	WANCO	WCT-BS-1NCX-06A	Security Camera Trailer-1 Camera-Solar	$ 47,551.70
426 4S	WANCO	WCTS1	Camera Trailer Solar Surveillance	$ 29,237.37
426 4S	WANCO	WCTS2	Camera Trailer Solar Surveillance	$ 35,049.26
426 4S	WANCO	WCTS-MINI1	Mini Camera Trailer Solar Surveillance	$ 21,729.35
426 4S	WANCO	WCTS-MINI2	Mini Camera Trailer Solar Surveillance	$ 27,476.01
426 4S	WANCO	WCTS-MINI-S	Camera Trailer Base Solar Surveillance	$ 10,562.22
426 4S	WANCO	WCTS-MINI-U	Camera Trailer Base Solar Surveillance	$ 12,572.66
Security Camera Surveillance Trailers-Diesel				
426 4S	WANCO	WCT-PX	Camera Trailer Diesel Surveillance	$ 60,770.00
426 4S	WANCO	WCT-YX-0000-09A	Security Camera Trailer Base Only-Diesel	$ 36,087.72
426 4S	WANCO	WCT-YX-2NCX-09A	Security Camera Trailer-2 Cameras-Diesel	$ 70,160.04
426 4S	WANCO	WCT-YX-4NCX-09A	Security Camera Trailer-4 Cameras-Diesel	$ 81,978.19
Upgrade / Options for Security Camera Surveillance Trailers				
426 4S	WANCO	WANCT-ADDLCAM	Security Camera Trailer Addl Camera	$ 7,242.00
426 4S	WANCO	WANCT-DLX29FT	Security Camera Trailer Deluxe 29FT TWR	$ 1,359.73
426 4S	WANCO	WCTSM-2TB-SSD	SSD Memory Upgrade to 2TB SSD	$ 844.27
426 4S	WANCO	WCTSM-ANALYTICS	Analytical Software per each HD Camera	$ 657.33
426 4S	WANCO	WCTSM-ANCAM-P	Primary Mini-Dome Analog Camera Service	$ 10,577.50
426 4S	WANCO	WCTSM-ANCAM-S	Secondary Mini-Dome Analog Camera	$ 2,164.95
426 4S	WANCO	WCTSM-BATT-3	Upgrade to 3ea 4D AGM Batteries	$ 603.05
426 4S	WANCO	WCTSM-BLUELIGHT	Blue Flashing Warning Light w/J-Box	$ 1,127.70
426 4S	WANCO	WCTSM-DRAWBAR-PIVO	Replace Removeable Drawbar with Pivot	$ 391.99
426 4S	WANCO	WCTSM-HDCAM-P	Primary Mini-Dome HD Camera Service	$ 11,355.43
426 4S	WANCO	WCTSM-HDCAM-S	Secondary Mini-Dome HD Camera	$ 2,484.57
426 4S	WANCO	WCTSM-IR	IR Illuminator Dual 30 Degree Beamx262ft	$ 2,472.51
426 4S	WANCO	WCTSM-JUNCTIONBOX	Junction Box with 8 Contact Closure	$ 603.05
426 4S	WANCO	WCTSM-SLR-260-390	Upgrade 390 Watt Solar	$ 434.19
License Plate Recognition / Reader				
426 4S	Vetted Security Solutions	VSS-FM-01	Fixed LPR Main Enclosure with 1 Camera	$ 14,256.92
426 4S	Vetted Security Solutions	VSS-FM-02	Fixed LPR Main Enclosure with 2 Cameras	$ 23,425.69
426 4S	Vetted Security Solutions	VSS-FM-03	Fixed LPR Main Enclosure with 3 Cameras	$ 32,644.84
426 4S	Vetted Security Solutions	VSS-FM-04	Fixed LPR Main Enclosure with 4 Cameras	$ 41,863.98
426 4S	Vetted Security Solutions	VSS-FM-05	Fixed LPR Main Enclosure with 5 Cameras	$ 51,032.75
426 4S	Vetted Security Solutions	VSS-FM-06	Fixed LPR Main Enclosure with 6 Cameras	$ 60,251.89
426 4S	Vetted Security Solutions	VSS-FM-07	Fixed LPR Main Enclosure 7 Cameras	$ 69,471.03
426 4S	Vetted Security Solutions	VSS-FM-08	Fixed LPR Main Enclosure 8 Cameras	$ 78,690.18
426 4S	Vetted Security Solutions	VSS-FM-09	Fixed LPR Main Enclosure 9 Cameras	$ 87,858.94
426 4S	Vetted Security Solutions	VSS-FM-10	Fixed LPR Main Enclosure 10 Cameras	$ 97,078.09
426 4S	Vetted Security Solutions	VSS-FM-11	Fixed LPR Main Enclosure 11 Cameras	$ 106,297.23
426 4S	Vetted Security Solutions	VSS-FM-12	Fixed LPR Main Enclosure 12 Cameras	$ 115,465.99
426 4S	Vetted Security Solutions	VSS-FB-01	Fixed LPR Bridge Enclosure 1 Camera	$ 11,889.17
426 4S	Vetted Security Solutions	VSS-FB-02	Fixed LPR Bridge Enclosure 2 Cameras	$ 21,108.31
426 4S	Vetted Security Solutions	VSS-FB-03	Fixed LPR Bridge Enclosure 3 Cameras	$ 30,327.45
426 4S	Vetted Security Solutions	VSS-FB-04	Fixed LPR Bridge Enclosure 4 Cameras	$ 39,546.60
426 4S	Vetted Security Solutions	VSS-FB-05	Fixed LPR Bridge Enclosure 5 Cameras	$ 48,715.36
426 4S	Vetted Security Solutions	VSS-FB-06	Fixed LPR Bridge Enclosure 6 Cameras	$ 57,934.51
426 4S	Vetted Security Solutions	VSS-FB-07	Fixed LPR Bridge Enclosure 7 Cameras	$ 67,153.66
426 4S	Vetted Security Solutions	VSS-FB-08	Fixed LPR Bridge Enclosure 8 Cameras	$ 76,322.42
426 4S	Vetted Security Solutions	VSS-FB-09	Fixed LPR Bridge Enclosure 9 Cameras	$ 85,541.56
426 4S	Vetted Security Solutions	VSS-FB-10	Fixed LPR Bridge Enclosure10 Cameras	$ 94,760.71
426 4S	Vetted Security Solutions	VSS-FB-11	Fixed LPR Bridge Enclosure 11 Cameras	$ 103,979.85
426 4S	Vetted Security Solutions	VSS-FB-12	Fixed LPR Bridge Enclosure 12 Cameras	$ 113,148.62

GSA Contract# GS-07F-0031W

SIN	Manufacturer	Part#	Product Name	GSA Price w/IFF
426 4S	Vetted Security Solutions	VSS-FM	Fixed LPR Main	$ 4,513.86
426 4S	Vetted Security Solutions	VSS-FB	Fixed LPR Bridge	$ 2,539.04
426 4S	Vetted Security Solutions	VSS-AP	LPR Access Point Kit	$ 352.65
426 4S	Vetted Security Solutions	VSS-CRC	Fixed LPR Custom Camera Cable	$ 282.11
426 4S	Vetted Security Solutions	VSS-FEB	Fixed LPR Enclosure Bracket	$ 186.40
426 4S	Vetted Security Solutions	VSS-FCB	Fixed LPR Camera Bracket	$ 196.48
426 4S	Vetted Security Solutions	VSS-MRC1	Mobile LPR Kit with GPS Unit -1 Camera	$ 12,659.95
426 4S	Vetted Security Solutions	VSS-MRC2	Mobile LPR Kit with GPS Unit -2 Cameras	$ 15,692.70
426 4S	Vetted Security Solutions	VSS-MRC3	Mobile LPR Kit with GPS Unit - 3 Cameras	$ 18,725.44
426 4S	Vetted Security Solutions	VSS-MRC4	Mobile LPR Kit with GPS Unit -4 Cameras	$ 21,758.18
426 4S	Vetted Security Solutions	VSS-CL1	License: Tier 1	$ 528.96
426 4S	Vetted Security Solutions	VSS-CL2	License:Tier 2	$ 453.40
426 4S	Vetted Security Solutions	VSS-CL3	License:Tier 3	$ 403.02
426 4S	Vetted Security Solutions	VSS-CL4	License:Tier 4	$ 277.08
426 4S	Vetted Security Solutions	VSS-OTL	License: Hosted/Managed Account	$ 1,284.64
426 4S	Vetted Security Solutions	VSS-SL	License: Fixed or Mobile LPR System	$ 881.61
426 4S	Vetted Security Solutions	VSS-RPR	Reaper Camera(no enclosure)	$ 8,564.23
426 4S	Vetted Security Solutions	VSS-SPD-TRL-LPR	2 Camera ALPR Speed Trailer	$ 42,821.16
426 4S	Vetted Security Solutions	VSS-SS-TRL-LPR	2 Camera ALPR Speed Self Sustain Trailer	$ 47,304.79
426 4S	Vetted Security Solutions	VSS-VMS-LPR	2 Camera ALPR Message Board Trailer	$ 49,329.97
426 4S	Vetted Security Solutions	VSS-TRL-KIT-LPR-FULL	2 Camera ALPR Complete Trailer Kit	$ 25,642.32
426 4S	Vetted Security Solutions	VSS-TRL-KIT-LPR	2 Camera ALPR Trailer Kit (no power sys)	$ 24,433.25
426 4S	Vetted Security Solutions	VSS-LPR-BOX	ALPR Brain Box w/vented white box	$ 8,564.23
426 4S	Vetted Security Solutions	VSS-KIT-CAB	Mobile ALPR Cigarette Power Cable	$ 302.26
426-1000	Vetted Security Solutions	VSS-TR	End User Training-LPR	$ 1,511.34
426-1000	Vetted Security Solutions	VSS-FL	Fixed LPR System Installation	$ 1,964.74

Millenium Products Inc.

Powerful Solutions. Proven Results. Over 19 Years

621 Monte Cristo Blvd
St. Petersburg, FL 33715

Toll Free 888-901-7430
Fax 801-469-7778

Website https://milleniumproducts.net
Email info@milleniumproducts.net

Federal ID # 86-1159194
DUNS # 102694671
CAGE # 3DNW8

Generators Light Towers Air Compressors
Fuel Tanks & Trailers GS-07F-0231N
Traffic Safety Equipment GS-07F-5791R
Surveillance Equipment GS-07F-0031W

QUOTE NUMBER: 43399 -1

Date: October 26, 2018

GSA

To: Lt. Gary Haston Peggy Braun
Williamson County Sheriffs Office
(Address2)
TX (Zip)
P: *ext* *F:*
E: ghaston@wilco.org PBraun@wilco.org

Quote Expires 11/25/2018

Re: ALPR In-Vehicle and Self-Sustaining LPR Speed Trailer

Thank you for the opportunity to provide this quotation on the above referenced product.

Millenium Products is a SDVOSB – Service Disabled Veteran Owned Small Business, verified by the Center for Veterans Enterprise, and a GSA vendor with (3) GSA Contracts and (3) TXMAS contracts.
We have been providing superior products to a diverse range of clients and nearly all levels and branches of government for over 19 years and look forward to working with you.

Your governmental agency is eligible for the following GSA pricing on Contract #: **GS-07F-0031W**

Qty:	*Item/Model#:*	*Item Description:*	*Unit Price:*	*GSA Price:*
1	Vigilant ALPR:Four Camera Mobile LPR Kit - **VSS-MRC3**	Mobile LPR 3-Camera System w/ Integrated Processor (Expandable to 4 Cams) Hardware: • Qty=1 Combination IR / Color LPR Camera - 25nm lens package • Qty=1 Combination IR / Color LPR Camera - 35nm lens package • Qty=1 Combination IR / Color LPR Camera - 50nm lens package • Cameras w/ integrated solid state DSPs (No moving parts) & high contrast 850nm lenses • Wiring harness w/ ignition control (Direct to Battery) o Single point power connection • Field installed GPS receiver for MDC (USB Connect) Software: • CarDetector Mobile LPR software application for MDC unit o LPR vehicle license plate scanning / real time alerting • o Full suite of LPR tools including video tool set	$15,425.00	$15,425.00
4	Vigilant ALPR:Vigilant Universal Vehicle Mount - **SIN 84-500**	Universal High Speed Vehicle Mount Magnet for Vigilant Cameras	$210.00	$840.00
4	Vigilant ALPR:Vigilant CLK Fees:CLK Tier 1 VS-BSCSVC-01 - **VSS-CL1**	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments • Managed/hosted server account services by Vigilant o Includes access to all LEARN and CarDetector software updates • Requires new/existing Enterprise Service Agreement (ESA) • Priced for 1 Cameras per year	$525.00	$2,100.00

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1	Vigilant ALPR:Vigilant Installation Services:MobileVehicle Installation - **VSS-FL** Installation of Vigilant Mobile ALPR (applies per system)	$750.00	$750.00
1	Vigilant ALPR:Vigilant Services:Travel Rates (Training / Install) - **VSS-TR** Vetted Travel Cost to Customer Location	$1,500.00	$1,500.00
1	Vigilant ALPR:Vigilant Services:Vigilant SSU&C of Field Equipment - **VSS-FL** Vigilant System Start Up & Commissioning of 'In Field' LPR system • Vigilant certified technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to 1 Mobile System or 1 Fixed Camera	$875.00	$875.00
1	Vigilant ALPR:Vigilant Shipping:Shipping of Mobile ALPR Unit - **SIN 84-500 SHIPPING** Vigilant Shipping & Handling Charges • Applies to each Mobile LPR System • Shipping Method is FOB Destination	$150.00	$150.00
2	Vigilant ALPR:Self Sustaining LPR Speed Trailer (Wanco) - **VSS-SS-TRL-LPR** Self-Sustaining Mobile LPR Trailer 2-Camera System Software Includes: • Includes CarDetector Fixed LPR Software with TAS Alert Client • Includes Camera control package, Hot-List Management & reporting capabilities • Windows 10 Pro License Hardware Includes: • Custom Built Battery and Equipment Enclosure w/ sliding equipment drawer • 3 200 aH sealed batteries • 2 x Vigilant Reaper Cameras • Enclosed Box built into trailer body • Powder-coated and oven-baked • Solid State Micro Intel i5 PC, USB3.0, Mini HDMI, 8GB DRAM, 120GB SSD, WIN 8.1 64 Bit OS • Cellular Router / modem • Remote Monitoring System • Garmin GPS • External Cell Antenna • 10.1 Inch Keyboard / Monitor • LED Speed Sign • High output solar panels and solar charger This is a custom trailer using the Mini-Surveillance trailer base w/ Wanco Radar Speed display. The ALPR functionality will remain the same. A larger platform will include 500 watts of solar, 600 ah of batteries and will be completely self-sustaining.	$46,950.00	$93,900.00
4	Vigilant ALPR:Vigilant CLK Fees:CLK Tier 1 VSBSCSVC-01 - **VSS-CL1** Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments • Managed/hosted server account services by Vigilant o Includes access to all LEARN and CarDetector software updates • Requires new/existing Enterprise Service Agreement (ESA) • Priced for 1 Camera per year	$525.00	$2,100.00
2	Vigilant ALPR:Vigilant Shipping:Wanco Trailer Delivery - **SIN 84-500 SHIPPING** Delivery of 1 LPR Trailer to Agency • Includes flatbed delivery of LPR Trailer	$1,250.00	$2,500.00

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2	Vigilant ALPR:Vigilant Services:Vigilant SSU&C of Field Equipment - **VSS-FL** Vigilant System Start Up & Commissioning of 'In Field' LPR system • Vigilant certified technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to 1 Mobile System or 1 Fixed Camera	$875.00	$1,750.00
1	Discount Discount Rate for repeat business	-$5,000.00	-$5,000.00
1	Warranty: Includes 2-Year Warranty	$0.00	$0.00
		Total Delivered GSA Price:	**$116,890.00**

General Terms of Quotation:

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above stated bill of materials.

We are happy to be of service. Let us know how we may be of service to you.

Sincerely,

David Godfrey

David Godfrey II
Service Disabled Veteran Owned Small Business (SDVOSB)

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Commissioners Court - Regular Session **37.**

Meeting Date: 11/06/2018

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss North Woods Road District.
c) Project Amazon
d) Wolf Lakes
e) Project Capstone
f) Project Dalton House
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
h) Project Deliver

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Charlie Crossfield		Started On: 11/01/2018 10:56 AM
Final Approval Date: 11/01/2018		

Commissioners Court - Regular Session **38.**

Meeting Date: 11/06/2018

Eecutive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension

b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

c) Discuss the acquisition of real property for CR 176 at RM 2243

d) Discuss the acquisition of real property: CR 101

e) Discuss the acquisition of real property: CR 200

f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

g) Discuss the acquisition of real property for SH 29 LTP.

h) Discuss the acquisition of real property for County Facilities.

i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.

k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.

l) Discuss the acquisition of real property for Seward Junction SE Loop.

m) Discuss the acquisition of real property for SH 29 @ DB Wood.

n) Discuss the acquisition of real property for Hairy Man Rd.

o) Discuss the acquisition of real property for SW Bypass.

p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

q) Discuss the aquisition of real property for CR 111.

r) Discuss the acquisition of real property for Corridor H

s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.

t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.

u) Discuss the acquisition of Office Condominiums at 321 Ed Schmidt Boulevard, Hutto, Texas

v) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.

w) Discuss the acquisition of right-of-way for Corridor C.

x) Discuss the acquisition of right-of-way for Corridor F.

y) Discuss the acquisition of right-of-way for Corridor D.

z) Discuss the acquisition of right-of-way for Southeast Corridor.

aa) Discuss the acquisition of right-of-way for Reagan extension.

bb) Discuss possible sale of County-owned 7.38 acres in Breakaway Park Subdivision.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.

b) Discuss wastewater easements in Berry Springs Park

c) Discuss sale of County property on Ronald Reagan Blvd.

d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

e) Potential governmental uses for 8th Street downtown parking lot

f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

g) Discuss property usage at Longhorn Junction

h) Discuss sale of excess 183A right of way to abutting property owner.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center

with the participation of third parties.
E. Discuss the San Gabriel River trail easements.
F. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
G. Discuss the Oak Bluff Interlocal Agreement with the City of Round Rock.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2018 01:18 PM
Form Started By: Charlie Crossfield		Started On: 11/01/2018 10:53 AM
Final Approval Date: 11/01/2018		