

**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**

<b>1807-245--01-01</b> 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
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Pinnacle Petroleum, Inc.	First Offer -	1 / gallon		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b> all products			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Sun Coast Resources Inc. [Ad]	First Offer -	1 / gallon		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
IPC (USA), Inc. [Ad]	First Offer -	1 / gallon		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Mansfield Oil Company [Ad]	First Offer -	1 / gallon		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Please see attached for all additional required information.			
RKA Petroleum	 First Offer -	1 / gallon		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

**Supplier Totals**

f Sun Coast Resources Inc. [Ad]		\$0.00	
<b>Bid Contact</b> Terri Bateman national@suncoastresources.com Ph 713-429-6702 Fax 713-969-3383		<b>Address</b> 6405 Cavalcade Houston, TX 77026	
<b>Bid Notes</b> 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!			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> 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!	<b>Head Attch:</b> 
f Pinnacle Petroleum, Inc.		\$0.00	
<b>Bid Contact</b> Liz McKinley lmckinley@pinnaclepetroleum.com Ph 714-841-8877 Fax 714-841-8877		<b>Address</b> 16651 Gemini Lane Huntington Beach, CA 92647	

Agency Notes:		Supplier Notes:	Head Attch:
f IPC (USA), Inc. [Ad]		\$0.00	
Bid Contact <b>Blanca Hurtado</b> <b>helena.schechter@usipc.com</b> <b>Ph 949-648-5620</b> <b>Fax 949-648-5612</b>		Address <b>4 Hutton Center Drive</b> <b>Suite 700</b> <b>Santa Ana, CA 92707</b>	
Agency Notes:		Supplier Notes:	Head Attch:
f Mansfield Oil Company [Ad]		\$0.00	
Bid Contact <b>Diane Burke</b> <b>mocbids@mansfieldoil.com</b> <b>Ph 678-450-2283</b> <b>Fax 678-450-2242</b>		Address <b>1025 Airport Pkwy</b> <b>Gainesville, GA 30501</b>	
Bid Notes <b>Thank you for the opportunity to participate in this bid.</b>			
Agency Notes:		Supplier Notes: Thank you for the opportunity to participate in this bid.	Head Attch:
f Petroleum Traders Corporation [Ad]		\$0.00	
Bid Contact <b>Gayle Newton</b> <b>gnewton@petroleumtraders.com</b> <b>Ph 800-348-3705</b> <b>Fax 260-203-3820</b>		Address <b>7120 Pointe Inverness Way</b> <b>Fort Wayne, IN 46804</b>	
Agency Notes:		Supplier Notes:	Head Attch:
f RKA Petroleum		\$0.00	
Bid Contact <b>Cynthia Kilian</b> <b>ckilian@rkapetroleum.com</b> <b>Ph</b>		Address <b>28340 Wick Rd</b> <b>Romulus , MI 48174</b>	
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.** ☐

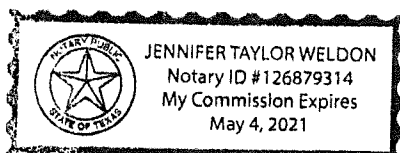
**6 UNSWORN DECLARATION**

My name is Jennifer Weldon, and my date of birth is 11-13-74.

My address is 6405 Cavalcade, Hou, TX, 77006, 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, 20 18.  
(month) (year)



[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

# 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.

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



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”



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: [energyys@opisnet.com](mailto:energyys@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

<b>TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS</b>	<b>Brand Bid</b>	<b>Opis Daily Average</b>	<b>Firm Discount</b>	<b>Markup</b>	<b>Cost to County</b>	<b>Demurrage Charge</b>
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*

<b>TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT</b>	<b>Brand Bid</b>	<b>Opis Daily Average</b>	<b>Firm Discount</b>	<b>Markup</b>	<b>Cost to County</b>	<b>Demurrage Charge</b>
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*

<b>STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT</b>	<b>Brand Bid</b>	<b>Cost Per Stop</b>	<b>Firm Discount</b>	<b>Markup</b>	<b>Cost to County</b>	<b>Demurrage Hourly</b>
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills	\$200.00	n/a	+1.00	\$3.3278 +	\$75.00 see below

*Delivery Location: Williamson County, No Location Specified*

Per stop fee

\* 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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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 HOUSTON**

Location:

Contact Name:

**Michael Houston Director of Purchasing**

Title:

Phone:

**281-985-6141 mehouston@aldineisd.org**

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

**FUEL AND LUBRICANTS**

### Reference 2

Client Name:

**County of Galveston GALVESTON**

Location:

Contact Name:

**Rufus Crowder Head of Purchasing**

Title:

Phone:

**409-770-5403 Rufus.crowder@co.galveston.tx.us**

E-mail

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

Contract Date To:  
**Melissa.McCord@pur.hctx.net**

Contract Date From:

Contract Value: \$

Scope of Work:  
**FUEL, LUBRICANTS, EMERGENCY RESPONSE**

Supplier: **Sun Coast Resources Inc.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>Form CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
1	<b>Name of person doing business with local governmental entity.</b> <b>Sun Coast Resources, Inc.</b>	
2	<b>Check this box if you are filing an update to a previously filed questionnaire.</b>  <input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<b>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.</b> N/A	
4	<b>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.</b>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	<b>Form CIQ Page 2</b>
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5	<p><b>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.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></p>	
7		
		tbateman@suncoastresources.com
	Signature of person doing business with the governmental entity	Date
	<p style="color: red;">Signature not required if completing in BIDSYNC electronically.</p>	

**Supplier: Sun Coast Resources Inc.**

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

**For vendor doing business with local governmental entity**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p><b>Sun Coast Resources, Inc.</b></p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">n/a Name of Officer</p>	
<p><b>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.</b></p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>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.</b></p>	
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>	
<p><b>7</b> <span style="color: red;">Signature is not required if completing in BIDSYNC electronically;</span></p> <p><b>Terri Bateman</b> Signature of vendor doing business with the governmental entity</p> <p><b>tbateman@suncoastresources.com</b> Date</p>	





## 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](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 agency 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 and that 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:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family 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 the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that 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 local governmental 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 governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or 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](http://www.ethics.state.tx.us)

Revised 11/30/2015

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."

<b>Name of Bidder:</b>	<b>Sun Coast Resources, Inc.</b>
<b>Address of Bidder:</b>	<b>6405 CAVALCADE</b>
<b>Email:</b>	<b>NATIONAL@suncoastresources.com</b>
<b>Telephone:</b>	<b>7134296702</b>
<b>Printed Name of Person Submitting Affidavit:</b>	
<b>Signature of Person Submitting Affidavit:</b>	

### Cooperative Purchasing Program

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

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

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

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

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

Notary Public in and for

The State of

The County of

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

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 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](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](http://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 <sup>before</sup> the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

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

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

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

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

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

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

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

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to 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 in 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 to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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	<b>Supplier Product Code:</b> all products	<b>First Offer -</b>	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

<b>TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS</b>	<b>Brand Bid</b>	<b>Opis Daily Average</b>	<b>Firm Discount</b>	<b>Markup</b>	<b>Cost to County</b>	
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

<b>TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT</b>	<b>Brand Bid</b>	<b>Opis Daily Average</b>	<b>Firm Discount</b>	<b>Markup</b>	<b>Cost to County</b>	
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

<b>STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT</b>	<b>Brand Bid</b>	<b>Cost Per Stop</b>	<b>Firm Discount</b>	<b>Markup</b>	<b>Cost to County</b>	<b>Demurrage Hourly</b>
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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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 California**

Location:

Contact Name:

**Denelle Scott Contract Administrator**

Title:

Phone:

**916-375-4492 Denelle.Scott@dgs.ca.gov**

E-mail

Contract Date To:

**Current 2007 Over \$100M**

Contract Date From:

Contract Value: \$

Scope of Work:

**Purchase of bulk fuel: Gasoline, Diesel, E85, Dyed Diesel**

### Reference 2

Client Name:

**Texas Department of Public Safety Texas**

Location:

Contact Name:

**Tom Shugart Contract Administration Purchaser**

Title:

Phone:

**512-424-2237 Thomas.Shugart@dps.texas.gov**

E-mail

Contract Date To:

**2020 2017 Over \$5M**

Contract Date From:

Contract Value: \$

Scope of Work:

**Purchase of bulk fuel: Gasoline, Diesel, and Dyed Diesel**

**Reference 3**

Client Name:  
**Antelope Valley Transit Authority Lancaster, CA**

Location:

Contact Name:  
**Lyle Block Procurement and Contracts Officer**

Title:

Phone:  
**661.729.2288 LBlock@avta.com**

E-mail

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.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
1	<b>Name of person doing business with local governmental entity.</b> Liz McKinley	
2	<b>Check this box if you are filing an update to a previously filed questionnaire.</b>  <input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<b>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.</b> None.	
4	<b>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.</b> None.	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>	<b>Form CIQ Page 2</b>
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5	<p><b>Name of local government officer with whom filer has affiliation or business relationship.</b>  <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b>  <b>None.</b></p>	
7	<p><b>Liz McKinley</b></p>	<p><b>09/19/2018</b></p>
	<p>Signature of person doing business with the governmental entity</p>	<p>Date</p>
	<p><b>Signature not required if completing in BIDS SYNC electronically.</b></p>	

**Supplier: Pinnacle Petroleum, Inc.**

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

### For vendor doing business with local governmental entity

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p>Pinnacle Petroleum, Inc.</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">None. Name of Officer</p>	
<p><b>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.</b></p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p><b>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.</b></p>	
<p><b>6</b> <input type="checkbox"/> 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).</p>	
<p><b>7</b> <span style="color: red;">Signature is not required if completing in BIDSYNC electronically;</span></p> <p><b>Liz McKinley</b> Signature of vendor doing business with the governmental entity</p> <p><b>09/19/2018</b> Date</p>	



## 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](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 agency 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 and that 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 a family 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 the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that 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 local governmental 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 governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or 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."

<b>Name of Bidder:</b>	<b>Pinnacle Petroleum, Inc.</b>
<b>Address of Bidder:</b>	<b>16651 GEMINI LN</b>
<b>Email:</b>	<b>lmckinley@pinnaclepetroleum.com</b>
<b>Telephone:</b>	<b>7148418877</b>
<b>Printed Name of Person Submitting Affidavit:</b>	<b>Liz McKinley</b>
<b>Signature of Person Submitting Affidavit:</b>	<b>Liz McKinley</b>

### Cooperative Purchasing Program

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

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

---

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

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **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**, 2018.

**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 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](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](http://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 <sup>before</sup> the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

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

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

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

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

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



## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

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

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to 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 the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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.schechter@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

<b>TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS</b>	<b>Brand Bid</b>	<b>Opis Daily Average</b>	<b>Firm Discount</b>	<b>Markup</b>	<b>Cost to County</b>	
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

<b>TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT</b>	<b>Brand Bid</b>	<b>Opis Daily Average</b>	<b>Firm Discount</b>	<b>Markup</b>	<b>Cost to County</b>	
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

<b>STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT</b>	<b>Brand Bid</b>	<b>Cost Per Stop</b>	<b>Firm Discount</b>	<b>Markup</b>	<b>Cost to County</b>	<b>Demurrage Hourly</b>
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)



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](mailto:blanca.hurtado@usipc.com)

Sincerely,

A handwritten signature in blue ink, appearing to read "Tatsuya", written over a horizontal line.

Tatsuya Tanaka  
Chief Executive Officer

4 Hutton Centre Drive | Suite 700 | Santa Ana, CA 92707  
Toll Free: 800.936.3930 | Tel: 949.648.5600 | Fax: 949.648.5612  
[www.usipc.com](http://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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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: City of San Antonio 329 S. Frio, San Antonio, TX 78207 Location:  
Contact Name: Martha Rivera Fuel Services Coordinator Title:  
Phone: (210) 207-8383 martha.rivera2@sanantonio.gov E-mail  
Contract Date To: Present 06/2011 Contract Date From: 18 Million Contract Value: \$  
Scope of Work:  
Gasoline and Diesel Fuel Supply - 4.5 million gallons annually

### Reference 2

Client Name: North County Transit District 810 Mission Avenue, Oceanside, CA 92054 Location:  
Contact Name: Christine Amely Buyer Title:  
Phone: (760) 966-6682 cmurillo@nctd.org E-mail  
Contract Date To: Present 01/2014 Contract Date From: 6 Million Contract Value: \$  
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.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
1	<p><b>Name of person doing business with local governmental entity.</b> <b>Tatsuya Tanaka, IPC (USA), Inc.</b></p>	
2	<p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p><b>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.</b> <b>None</b></p>	
4	<p><b>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.</b> <b>None</b></p>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>	<b>Form CIQ Page 2</b>
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5	<p><b>Name of local government officer with whom filer has affiliation or business relationship.</b>  <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.  <b>None</b></p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b>  <b>None</b></p>	
7		
	Signature of person doing business with the governmental entity	Date
	<p style="color: red; text-align: center;">Signature not required if completing in BIDSYNC electronically.</p>	

Supplier: IPC (USA), Inc.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY****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.

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 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.  
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](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 agency 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 and that 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 a family 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 the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that 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 local governmental 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 governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or 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."

<b>Name of Bidder:</b>	<b>IPC (USA), Inc.</b>
<b>Address of Bidder:</b>	<b>4 Hutton Centre Drive, Suite 700, Santa Ana, CA</b>
<b>Email:</b>	<b>blanca.hurtado@usipc.com</b>
<b>Telephone:</b>	<b>949-648-5620</b>
<b>Printed Name of Person Submitting Affidavit:</b>	<b>Tatsuya Tanaka</b>
<b>Signature of Person Submitting Affidavit:</b>	<b>Tatsuya Tanaka</b>

### Cooperative Purchasing Program

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

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

---

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

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **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**, 2018.

**Blanca Hurtado**  
Notary Public in and for  
The State of **California**  
The County of **Orange**

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC 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 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](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](http://www.bidsync.com) for further information on how to submit electronically.

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

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

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

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the



Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

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

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

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

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

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

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to 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 the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> 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**



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.



**TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS**

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**

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
County, Texas						

Delivery Location: Williamson County, No Location Specified

Williamson County, Texas

**MANSFIELD OIL CO.**  
**1025 AIRPORT PKWY**  
**GAINESVILLE, GA. 30501**

**Williamson County, TX**  
**Solicitation 1807-245 Bulk Fuel for Williamson County**

The following taxes are not included in the bid differential, but if applicable, will be shown as line items on your invoice:

	<b>E10-ALL GRADES</b>	<b>ULSD TXLED CLEAR</b>
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	
<b>Gallons Delivered (All Petroleum Products)</b>	<b>Fee (per delivery)</b>
<b>Less than 2,500</b>	\$1.70
<b>2,500 but less than 5,000</b>	\$3.45
<b>5,000 but less than 8,000*</b>	\$5.45
<b>8,000 but less than 10,000*</b>	\$6.95
<b>10,000 or more per 5,000 gallon increment</b>	\$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 J. Smith Lanier & Co.-Atlanta Marsh & McLennan Agency, LLC 11330 Lakefield Dr; Bldg. 1 Johns Creek, GA 30097	CONTACT NAME:	
	PHONE (A/C, No, Ext): 770 476-1770	FAX (A/C, No): 770 476-3651
INSURED Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway, SW Gainesville, GA 30501	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Nationwide Agribusiness Ins. Co.	NAIC # 28223
	INSURER B : Lexington Insurance Company	19437
	INSURER C : Allied World Assurance Companies	19489
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP119529A	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CPP119529A	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		015375502	07/01/2018	07/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCC119529A	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$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)

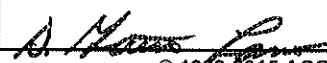
## CERTIFICATE HOLDER

## CANCELLATION

\*\* For Information Purposes Only  
\*\*

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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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 OIL COMPANY EMERGENCY SPILL RESPONSE PROCEDURES**



**MANSFIELD OIL COMPANY  
EMERGENCY SPILL RESPONSE CONTACT LIST**

- |    |  |                 |
|----|--|-----------------|
| 1. | <b>Environmental Manager<br/>Mansfield Oil</b>               | Chris Runnels   |
| 2. | <b>SVP of Transportation and Logistics<br/>Mansfield Oil</b> | Chris Daichendt |
| 3. | <b>Fleet Safety Manager<br/>Mansfield Systems</b>            | Eric Fontaine   |
| 4. | <b>SVP of Operations<br/>Mansfield Oil</b>                   | Joe Campbell    |



**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.





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 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 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 \_\_\_\_\_



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. Description 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 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 \_\_\_\_\_



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 \_\_\_\_\_

---

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31. Further action recommended (if necessary) \_\_\_\_\_

---

---

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32. Date/Time Mansfield notified of incident \_\_\_\_\_

Signature of person completing response form: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Natural Disaster Business Continuity Plan

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**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.

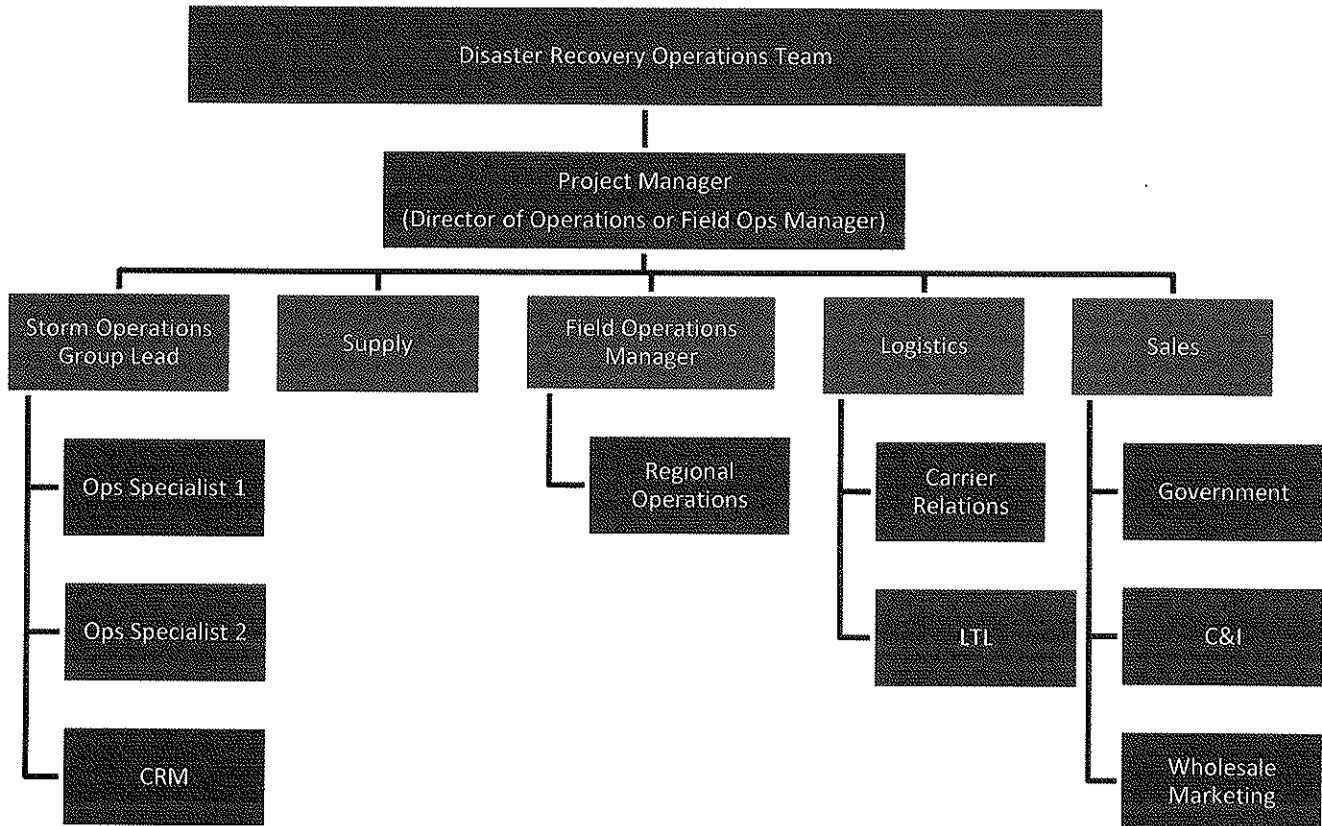
## DISASTER RECOVERY OPERATIONS TEAM

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

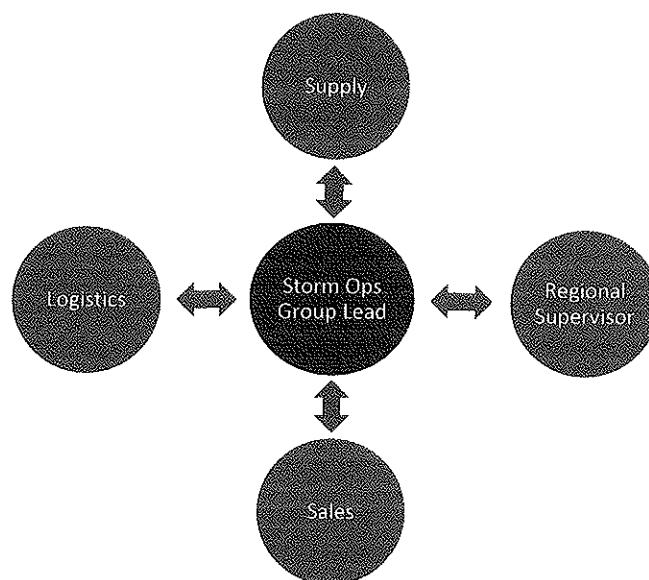
### Storm Operations Group

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 impending 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	<b>Storm Ops Lead</b> <ul style="list-style-type: none"> <li>•Handles escalations</li> <li>•Manage information flow between Supply, Logistics, Regional Supervisor, and Sales Team</li> <li>•POC for internal departments (Follow Up, Gas Payables, Freight Payables, Operational Accounting, etc.)</li> <li>•Liaison for meeting comments</li> <li>•Ensure individuals are effectively managing their responsibilities</li> </ul>
	<b>Storm Ops Group Members</b> <ul style="list-style-type: none"> <li>•Validate information in the customer prioritization database and eFuel releases (date, terminal, carrier, contact info, tank level, etc.)</li> <li>•Note each long haul in the database to clearly identify additional charges for internal departments</li> <li>•Work with Logistics on daily freight exceptions report to ensure accurate rates are in the system and loads are billed accordingly</li> <li>•Ensure loads are ranked appropriately in the database prior to meetings</li> <li>•Report any updates from customers and carriers back to Storm Ops Lead</li> <li>•Communicate with carriers to confirm all scheduled storm loads are in the ground daily and update the database</li> </ul>
Supply	<ul style="list-style-type: none"> <li>•Check supply and update Storm Operations Group twice a day</li> <li>•Provide weather updates to Mansfield Oil</li> <li>•Explore long haul supply opportunities</li> <li>•Manage supply allocation</li> <li>•Attend daily storm operations meetings</li> </ul>
Regional Supervisor and Customer Service Ops	<ul style="list-style-type: none"> <li>•Communicate information and updates provided by the Storm Operations Lead and daily operations meetings back to the affected Regional Operations team.</li> <li>•Ensure information and updates from Supply and Logistics is distributed to the Regional Operations team to make the correct logistics decisions during a disaster.</li> <li>•The Regional Operations team must know where available supply is located and where long hauls are available.</li> <li>•Ensure scripted response is available for the Regional Operations team due to extraordinary circumstances.</li> <li>•Adhere to the procedures in the three stages of the Disaster Recovery Process; Pre-disaster, Disaster, and Post-disaster.</li> </ul>
Logistics (Carrier Relations/LTL)	<ul style="list-style-type: none"> <li>•Provide a list of available carriers with after-hours contacts.</li> <li>•Arrange long hauls and secure fair freight rates.</li> <li>•Reach out to carriers with critical delivery issues.</li> <li>•Attend daily storm operations meetings.</li> </ul>
Sales (Govt, C&I, Retail, Spot)	<ul style="list-style-type: none"> <li>•Educate customers in regards to the disaster utilizing information given from the Storm Operations Leader.</li> <li>•Inform customers of the implications that may arise (increased operations obstacles, change in pricing structures, possible increased charges/rates).</li> <li>•Escalate customer related issues with customers.</li> <li>•Relay information from customers back to the Storm Operations Leader.</li> <li>•Dedicate volunteers for the Storm Operations Group and provide backup to cover responsibilities of the individuals that are pulled into the Storm Operations Group.</li> </ul>

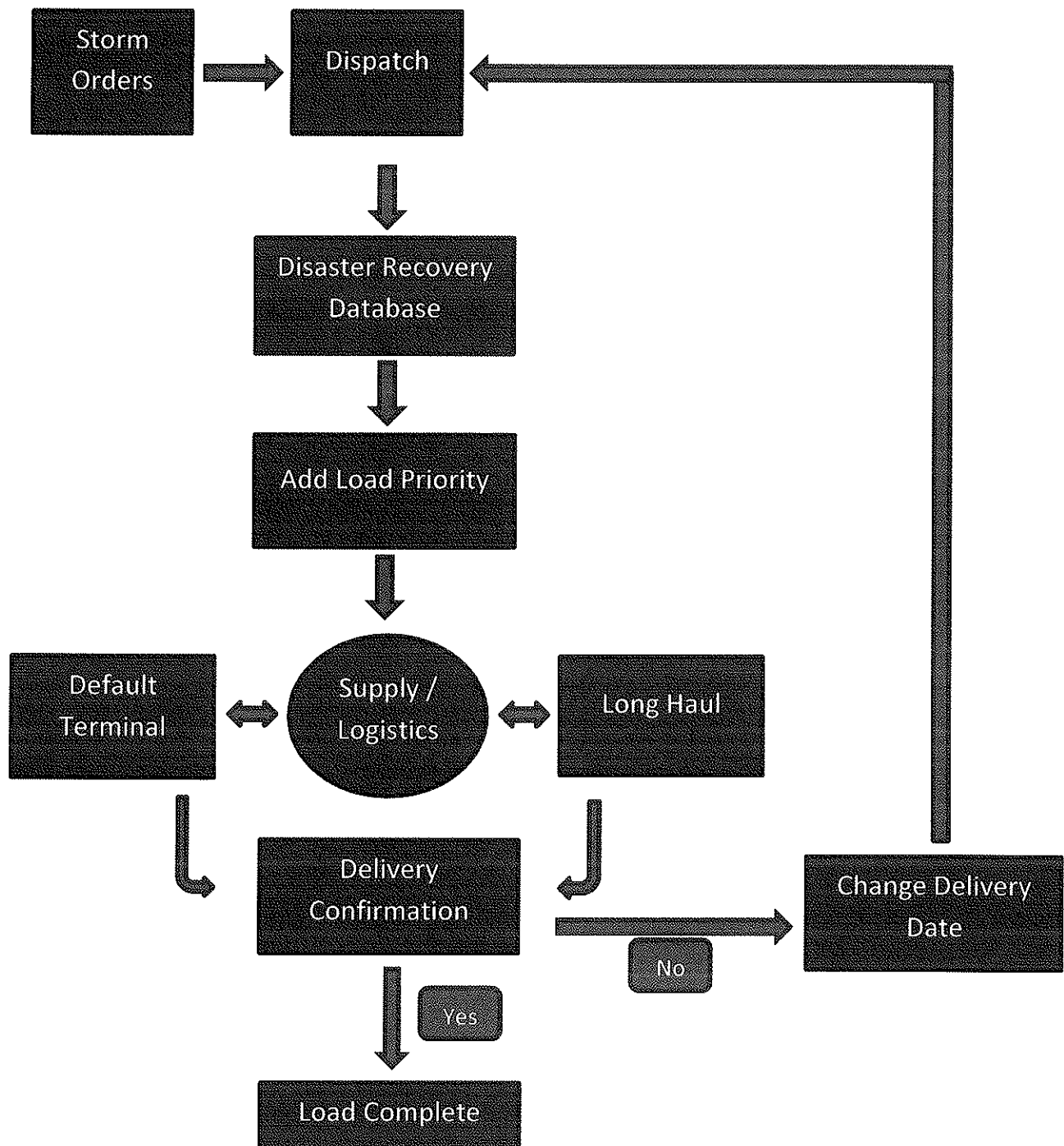
## Appendix B

### Event Occurrence Daily Schedule

Time		Database/Meeting	Responsible Party	Assignment
Start	End			
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).
			Storm 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.
1030	1500	Database	Storm Ops Group	Logistics
				Recap of long hauls currently on books. Update on long haul availability remaining.
				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.
1500	1600	DR Ops Meeting	Regional Supervisor	Confirm storm loads are delivered into customer tanks.
				As loads are missed, request for escalation is sent to Logistics and AM is informed.
			Regional Sup/Storm Ops Lead	Relay any information from customers (outages, back to work updates, continued problems).
				Ensure updates on after hours contact, tank volume, etc.
			Storm Ops Lead	Report missed loads, run outs, and prioritize long hauls.
				Confirmed rolled loads should be identified and discussed with supply to plan for next day alternatives.
1600	1700	Database	Storm Ops Group	Load recap to identify spot and new customer loads in regards to prioritization.
				Update outages, day deals, allocation issues, and guaranteed vs. rack supply.
				Recap of long hauls currently on books. If possible, update on long haul availability remaining.
			Storm Ops CSS/Logistics	Confirm storm loads are delivered into customer tanks.
1800	1800	Recap	Project Manager	Ensure all long haul loads are double checked for terminal and delivery date accuracy in eFuel.
			Regional Supervisor	Confirm terminals/carriers/suppliers/dates are correct for any moved loads from meeting.
			Storm Ops	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



## 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 Plains Region**

2420 County Rd. C West  
Roseville, MN 55113  
Tel: 651-739-6416





## SPECIFICATIONS FOR FULL OCTANE UNLEADED REGULAR GASOLINE

Product Code S8 (1) (2) (3) \*

<u>Specification Points</u>	<u>ASTM Method</u>	<u>Refinery Shipments</u>
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

<u>PRODUCT PROPERTY</u>	<u>ASTM TEST</u>		<u>EXPLORER ORIGIN SPECIFICATIONS (1)</u>	
	<u>METHOD</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>NOTES</u>
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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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: Texas Association of School Boards 12007 Research Blvd Suite 100, Austin, TX 78767  
Location:  
Contact Name: Jason Turner  
Title:  
Phone: 512-467-0222 jason.turner@tasb.org  
E-mail:  
Contract Date To: 6/1/2013 Current TBD  
Contract Date From:  
Contract Value: \$  
Scope of Work:  
Supply and delivery of petroleum products.

### Reference 2

Client Name: City of Amarillo, TX 509 SE 7th Ave, Amarillo, TX 79105  
Location:  
Contact Name: Mickey Brown Contract Buyer  
Title:  
Phone: 806-378-6241 mickey.brown@amarillo.gov  
E-mail:  
Contract Date To: 8/12/2013 8/1/2018 TBD  
Contract Date From:  
Contract Value: \$  
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**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
1	<b>Name of person doing business with local governmental entity.</b> <b>No relationships</b>	
2	<b>Check this box if you are filing an update to a previously filed questionnaire.</b>  <input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<b>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.</b> <b>None</b>	
4	<b>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.</b> <b>None</b>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>	<b>Form CIQ Page 2</b>
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5	<p><b>Name of local government officer with whom filer has affiliation or business relationship.</b>  <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.  <b>No business relationships</b></p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b>  <b>None</b></p>	
7	<p><b>Josh Epperson</b></p>	<p><b>9/14/2018</b></p>
	<p>Signature of person doing business with the governmental entity</p>	<p>Date</p>
	<p><b>Signature not required if completing in BIDSYNC electronically.</b></p>	



**Supplier: Mansfield Oil Company**

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

**For vendor doing business with local governmental entity**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
1	<p><b>Name of vendor who has a business relationship with local governmental entity.</b></p> <p>No relationships</p>	
2	<p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>	
3	<p><b>Name of local government officer about whom the information is being disclosed.</b></p> <p>N/A</p> <p>Name of Officer</p>	
4	<p>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.</p> <p>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?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
5	<p><b>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.</b></p> <p>No relationships</p>	
6	<p><input type="checkbox"/> 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).</p>	
7	<p>Signature is not required if completing in BIDSYNCR electronically;</p> <p><b>Josh Epperson</b> <b>9/14/2018</b></p> <p>Signature of vendor doing business with the governmental entity Date</p>	



## 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](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 agency 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 and that 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:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family 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 the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that 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 local governmental 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 governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or 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."

<b>Name of Bidder:</b>	<b>Mansfield Oil Company of Gainesville, Inc.</b>
<b>Address of Bidder:</b>	<b>1025 Airport Parkway SW, Gainesville, GA 30501-6813</b>
<b>Email:</b>	<b>mocbids@mansfieldoil.com</b>
<b>Telephone:</b>	<b>800-255-6699</b>
<b>Printed Name of Person Submitting Affidavit:</b>	<b>Josh Epperson</b>
<b>Signature of Person Submitting Affidavit:</b>	<b>Josh Epperson</b>

### Cooperative Purchasing Program

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

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	

<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.
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**\*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**, 2018.

**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 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](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](http://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 <sup>before</sup> the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

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

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

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

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

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

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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



## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

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

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

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

#### **4.28 FOB DESTINATION**

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

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

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

#### **4.31 SAFETY**

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

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

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

#### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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	
<i>Delivery Location: Williamson County, No Location Specified</i>						

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	
<i>Delivery Location: Williamson County, No Location Specified</i>						

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
<i>Delivery Location: Williamson County, No Location Specified</i>						

## 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 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

## 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



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).

<b>PRODUCER</b> Lupke Rice Insurance & Financial Services 127 W. Berry Street, Ste 500 Fort Wayne, IN 46802	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (260) 424-4150</b> <b>FAX (A/C, No): (260) 424-4187</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Lloyd's of London</b>  <b>INSURER B : Ohio Security Insurance Company</b> <b>INSURER C : Evanston Insurance Company</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b>  Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804	<b>NAIC #</b>  <b>24082</b> <b>35378</b>

## 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENVP0000199-18	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENVP0000199-18	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENVX0000164-18	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS(19)59069451	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	2nd Layer Excess			MKL2V2EFX100222	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

## CANCELLATION

INFORMATION PURPOSES ONLY

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



**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****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

**Certificate Number:**  
 2018-406079

**Date Filed:**  
 09/19/2018

**Date Acknowledged:**

**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	

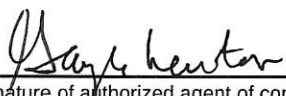
**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

My name is Gayle Newton, and my date of birth is October 10, 1959.

My address is 7120 Pointe Inverness Way, Fort Wayne, IN, 46804, USA.  
(street) (city) (state) (zip code) (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, 20 18.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)





## 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
<b><u>Gravity</u></b>					
API All Level	D 4052	Report			ASTM/EPA
<b><u>Composition</u></b>					
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
<b><u>Corrosion &amp; Stability</u></b>					
Copper Strip Corrosion	D 130		1		ASTM
Silver Strip Corrosion	D 4814		1		ASTM
Solvent Washed Gum, mg/100ml	D381		5		ASTM
Oxidation Stability	D 525	240			ASTM
<b><u>Contaminants</u></b>					
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		
<b><u>Vapor Pressure</u></b>									
RVP, psi	D5191	max	7.8	9.0	11.0	12.5	14.5		ASTM
<b><u>Distillation</u></b>									
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
<b><u>Volatility</u></b>									
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			
<b><u>Vapor Lock Class</u></b>									
Vapor/Liquid 20:1, °F	D5188 (D4814)	min	129	120	113	105	a, b	ASTM - FHR Colonial	

Uncontrolled if Printed

Page 1 of 2



## **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:**

- Specification sources are ASTM D4814 and Colonial Pipeline. FHR's selected value for Vapor Lock Class 4 is based on ASTM class 5.
- 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 <sup>(a.)</sup> Source
<b>Composition</b> <span style="float: right;">b.</span>						
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
<b>Volatility</b>						
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
<b>Fluidity</b>						
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
<b>Corrosion</b>						
Copper Strip (3 hrs @122 °F)		MAX	3	D-130		FHR
<b>Contaminants</b>						
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
<b>Lubricity</b>						
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

Page 1 of 1

## **Solicitation 1807-245**

### **Bulk Fuel for Williamson County**

#### **Bid Designation: Public**



**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 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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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:

Austin Independent School District

Location:

1111 West 6th St Austin, TX 78703

Contact Name:

Sheri Albin

Title:

Phone:

512-414-2114

E-mail

sher.albin@austinisd.org

Contract Date To:

Present

Contract Date From:

November 2009

Contract Value: \$

~ \$500,000 annually

Scope of Work:

Supply and delivery of gasoline

## Reference 2

Client Name:

Brazoria County, TX

Location:

111 East Locust Angelton, TX 77515

Contact Name:

Elizabeth Morgan

Title:

Assistant Contract Specialist

Phone:

979-864-1825

E-mail

emorgan@brazoria-county.com

Contract Date To:

Present

Contract Date From:

September 2013

Contract Value: \$

~ \$1,100,000 annually

Scope of Work:

Supply and delivery of gasoline and diesel fuel



**Reference 3**

Client Name:

Wharton County, TX

Location:

309 East Milam St Wharton, TX 77488

Contact Name:

Sharon Boedeker

Title:

Phone:

979-532-2640

E-mail

sharon.boedeker@co.wharton.tx.us

Contract Date To:

Present

Contract Date From:

January 2016

Contract Value: \$

~ \$320,000 annually

Scope of Work:

Supply and delivery of diesel fuel

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>Form CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	<p><b>Name of person doing business with local governmental entity.</b></p> <div style="border: 1px solid black; padding: 2px;">Petroleum Traders Corporation</div>	
2	<p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <div style="margin-left: 10px;"> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div> </div>	
3	<p><b>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.</b></p> <div style="border: 1px solid black; padding: 5px; min-height: 50px;">n/a</div>	
4	<p><b>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.</b></p> <div style="border: 1px solid black; padding: 5px; min-height: 50px;">n/a</div>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>
5	<p><b>Name of local government officer with whom filer has affiliation or business relationship.</b>  <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">n/a</div> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">n/a</div>	
7	<div style="border: 1px solid black; padding: 5px; min-height: 40px;"></div> <div style="border: 1px solid black; padding: 5px; min-height: 40px;"></div>	
	<div style="border: 1px solid black; padding: 5px; min-height: 40px;"></div>	<div style="border: 1px solid black; padding: 5px; min-height: 40px;">9/20/2018</div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNCR 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 BIDS SYNC 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](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 an agency 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 and that 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 a family 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 the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that 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 local governmental 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 governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposal or 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."

<b>Name of Bidder:</b>	Petroleum Traders Corporation
<b>Address of Bidder:</b>	7120 Pointe Inverness Way Fort Wayne, IN 46804
<b>Email:</b>	gnewton@petroleumtraders.com
<b>Telephone:</b>	888-637-7661
<b>Printed Name of Person Submitting Affidavit:</b>	Gayle Newton
<b>Signature of Person Submitting Affidavit:</b>	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.

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

---

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



BEFORE ME, the undersigned authority, a Notary Public, personally appeared 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, 2018.

Michelle Beard

Notary Public in and for

The State of Indiana

The County of Allen

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC 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 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](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](http://www.bidsync.com) for further information on how to submit electronically.

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

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

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

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**



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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**



The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

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

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

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

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The IFB and its Addenda (if applicable); and
2. The Bidder's Bid.

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

1. Terms and conditions of the Ensuing Agreement;
2. The IFB its Addenda; and
3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

#### 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

#### 4.7 IMPLIED REQUIREMENTS

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

#### 4.8 TERMINATION

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

#### 4.9 NON-PERFORMANCE

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

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

#### 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

To the extent, if any, that any provision in this IFB or in the Bidders 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's 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to 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 the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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 - Bid



## **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 by 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

## Additional Stipulations - Bid

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**

## Additional Stipulations - Bid

**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)**



## Additional Stipulations - Bid

**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 area



Each invoice will reference the date of each applicable OPIS and published index average.

The Successful Bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to the Contract Administrator daily by email as follows:

Email: [kevin.teller@wilco.org](mailto:kevin.teller@wilco.org)

The Oil Pricing Information Service (OPIS) report published on July 24<sup>th</sup>, 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 statute, 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	5 maximum
D381	
Oxidation Stability, mins.	240 minimum (see notes c)
D525	

#### 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
<u>Gravity</u>					
API All Level	D 4052	Report			ASTM/EPA
<u>Composition</u>					
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
<u>Corrosion &amp; Stability</u>					
Copper Strip Corrosion	D 130		1		ASTM
Silver Strip Corrosion	D 4814		1		ASTM
Solvent Washed Gum, mg/100ml	D381		5		ASTM
Oxidation Stability	D 525	240			ASTM
<u>Contaminants</u>					
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		
<u>Vapor Pressure</u>									
RVP, psi	D5191	max	7.8	9.0	11.0	12.5	14.5		ASTM
<u>Distillation</u>									
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
<u>Volatility</u>									
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			
<u>Vapor Lock Class</u>									
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 <sup>(a.)</sup> Source
<b>Composition</b>						
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
<b>Volatility</b>						
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
<b>Fluidity</b>						
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
<b>Corrosion</b>						
Copper Strip (3 hrs @122 °F)		MAX	3	D-130		FHR
<b>Contaminants</b>						
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
<b>Lubricity</b>						
HFRR	microns @ 60 °C	MAX	520	D-6079	d.	ASTM

### Notes

- ASTM specification source is D975 "Standard Specification for Diesel Fuel Oils".
- Product purchased at, or deliveries originating from, the FHR Euless Terminal may contain up to 5% biodiesel.
- Free of sediment and water as per ASTM D-975.
- 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.

TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS						
Conventional Gasoline with 10% Ethanol	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills or Motiva	2.1501 2.2138	n/a n/a	0.1050 0.1050	2.2551 2.3188	

Delivery Location: Williamson County, No Location Specified

TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT						
Conventional Unleaded Gasoline with 10% Ethanol	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Flint Hills or Motiva	2.1501 2.2138	n/a n/a	-0.0197 0.0043	2.1304 2.2181	

Delivery Location: Williamson County, No Location Specified

STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT						
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
	No bid	No bid	No bid	No bid	No bid	No bid

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 Deadline: Sep 14, 2018 5:00:00 PM CDT

<u>UNIT #</u>	<u>LOCATION</u>	<u>FUEL TYPE</u>	<u>CAPACITY</u> <u>gal</u>	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 20<sup>th</sup>, 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](mailto:kevin.teller@wilco.org)

The Oil Pricing Information Service (OPIS) report published on July 24<sup>th</sup>, 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.

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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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: Austin Independent School District, TX 1111 West 6th St Austin, TX 78703  
Location:  
Contact Name: Sheri Albin  
Title:  
Phone: 512-414-2114 sherl.albin@austlnisd.org  
E-mail:  
Contract Date To: Present November 2009 ~ \$500,000 annually  
Contract Date From:  
Contract Value: \$  
Scope of Work:  
Supply and delivery of gasoline

### Reference 2

Client Name: Brazoria County, TX 111 East Locust Angleton, TX 77515  
Location:  
Contact Name: Elizabeth Morgan Assistant Contract Specialist  
Title:  
Phone: 979-864-1825 emorgan@brazoria-county.com  
E-mail:  
Contract Date To: Present September 2013 ~ \$1,100,000 annually  
Contract Date From:  
Contract Value: \$  
Scope of Work:  
Supply and delivery of gasoline and diesel fuel

**Reference 3**

Client Name:  
**Wharton County, TX 309 East Milam St Wharton, TX 77488**

Location:

Contact Name:  
**Sharon Boedeker**

Title:

Phone:  
**979-532-2640 sharon.boedeker@co.wharton.tx.us**

E-mail

Contract Date To:                      Contract Date From:  
**Present January 2016 ~ \$320,000 annually**

Contract Value: \$

Scope of Work:  
**Supply and delivery of diesel fuel**

## Supplier: Petroleum Traders Corporation

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>Form CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
1	<b>Name of person doing business with local governmental entity.</b> Petroleum Traders Corporation	
2	<b>Check this box if you are filing an update to a previously filed questionnaire.</b>  <input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<b>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.</b> n/a	
4	<b>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.</b> n/a	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	<b>Form CIQ Page 2</b>
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5	<p><b>Name of local government officer with whom filer has affiliation or business relationship.</b>  <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.  n/a</p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b>  n/a</p>	
7		
		9/20/2018
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDS SYNC electronically.	

Supplier: **Petroleum Traders Corporation****CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

Date Received

**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.

**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 BIDS SYNC 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](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 agency 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 and that 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 a family 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 the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that 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 local governmental 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 governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or 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](http://www.ethics.state.tx.us)

Revised 11/30/2015

**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."

<b>Name of Bidder:</b>	<b>Petroleum Traders Corporation</b>
<b>Address of Bidder:</b>	<b>7120 Pointe Inverness Way Fort Wayne, IN 46804</b>
<b>Email:</b>	<b>gnewton@petroleumtraders.com</b>
<b>Telephone:</b>	<b>888-637-7661</b>
<b>Printed Name of Person Submitting Affidavit:</b>	<b>Gayle Newton</b>
<b>Signature of Person Submitting Affidavit:</b>	<b>Gayle Newton</b>

### Cooperative Purchasing Program

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

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

---

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

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **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**, 2018.

**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 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](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](http://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 <sup>before</sup> the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

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

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

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

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

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

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

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

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be



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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to 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 the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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 REC'D AM 9:55 19 SEP'18 ))



ORIGINAL



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:

<b>CERTIFICATION(S):</b>	WBENC #2005120380 (attached)
<b>DUNS NO:</b>	01 674 9376
<b>INCORPORATION DATE:</b>	September 3, 1969
<b>FEIN NO:</b>	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](mailto:ckilian@rkapetroleum.com)

P: 734.946.2233

[bids@rkapetroleum.com](mailto:bids@rkapetroleum.com)



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



*Michelle Richards*  
Authorized by Michelle Richards, President  
Great Lakes Women's Business Council

NAICS: 424720

UNSPSC: 15100000, 78102101





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](mailto:Kelliott@rkapetroleum.com)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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](mailto: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

DATE (MM/DD/YYYY)  
04/04/2018

## CERTIFICATE OF LIABILITY INSURANCE

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).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM <b>FAX (A/C, No):</b> 507-446-4664	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	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							
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$2,000,000				
OTHER:				PRODUCTS - COMP/OP AGG \$2,000,000				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	N	N	0759334	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000	
	OWNED AUTOS ONLY						SCHEDULED AUTOS	BODILY INJURY (Per person)
	HIRED AUTOS ONLY						NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	0759339	04/01/2018	04/01/2019	EACH OCCURRENCE \$20,000,000	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$20,000,000
	DED						RETENTION	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	6047336	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	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 Ken*



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

CONT HIGH-07/24	224.31	Untitled	
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## **Solicitation 1807-245**

### **Bulk Fuel for Williamson County**

#### **Bid Designation: Public**



**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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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:**

Miami Dade Public Schools

**Location:**

1450 Northeast Second Ave, Miami, FL 33167

**Contact Name:**

Purchasing Department

**Title:**

**Phone:**

305-995-1619

**E-mail**

**Contract Date To:**

Current

**Contract Date From:**

2010

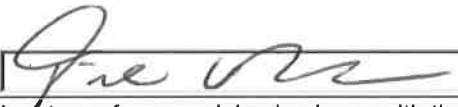
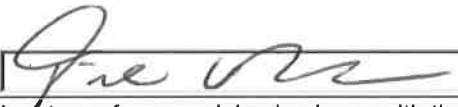
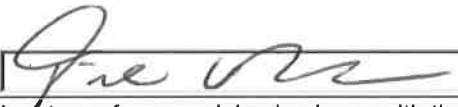
**Contract Value: \$**

**Scope of Work:**

Sale and delivery of on-site fueling.



<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received <div></div>
1	<b>Name of person doing business with local governmental entity.</b> <div>Not applicable</div>	
2	<div><input type="checkbox"/></div> <p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p><b>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.</b></p> <div>N/A</div>	
4	<p><b>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.</b></p> <div>N/A</div>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>				
5	<p><b>Name of local government officer with whom filer has affiliation or business relationship.</b>  <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; padding-top: 15px;">None</div> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; padding-top: 15px;">None</div>					
7	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; height: 40px; vertical-align: bottom; padding: 5px;">  </td> <td style="width: 30%; height: 40px; vertical-align: bottom; padding: 5px;"> <div style="border: 1px solid black; padding: 2px; text-align: center;">9/18/2018</div> </td> </tr> <tr> <td style="text-align: center; padding: 5px;">Signature of person doing business with the governmental entity</td> <td style="text-align: center; padding: 5px;">Date</td> </tr> </table> <p style="text-align: center; margin-top: 10px;">Signature not required if completing in BIDSYNC electronically.</p>			<div style="border: 1px solid black; padding: 2px; text-align: center;">9/18/2018</div>	Signature of person doing business with the governmental entity	Date
	<div style="border: 1px solid black; padding: 2px; text-align: center;">9/18/2018</div>					
Signature of person doing business with the governmental entity	Date					

**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 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.

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 BIDS SYNC electronically;



Signature of vendor doing business with the governmental entity

9/18/2018

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](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 an agency 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 and that 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 a family 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 the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that 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 local governmental 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 governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or 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](http://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."

<b>Name of Bidder:</b>	RKA Petroleum Companies, Inc.
<b>Address of Bidder:</b>	28340 Wick Road, Romulus, MI 48174
<b>Email:</b>	orders@rkapetroleum.com
<b>Telephone:</b>	800-875-3835 x7
<b>Printed Name of Person Submitting Affidavit:</b>	Daniel A. Ranks
<b>Signature of Person Submitting Affidavit:</b>	

### Cooperative Purchasing Program

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


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

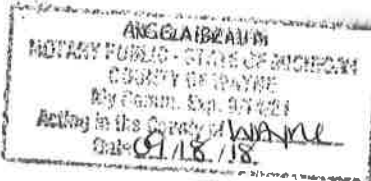
---

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

BEFORE ME, the undersigned authority, a Notary Public, personally appeared  
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., 2018.

  
Notary Public in and for

The State of Michigan  
The County of Wayne

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCE 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 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](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](http://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 signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

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

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

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



## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

#### 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

#### 4.7 IMPLIED REQUIREMENTS

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

#### 4.8 TERMINATION

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

#### 4.9 NON-PERFORMANCE

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

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

#### 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to 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 the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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 by 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

## Additional Stipulations - Bid

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**

## Additional Stipulations - Bid

**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)**

## Additional Stipulations - Bid

**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 area

Each invoice will reference the date of each applicable OPIS and published index average.

The Successful Bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to the Contract Administrator daily by email as follows:

Email: [kevin.teller@wilco.org](mailto:kevin.teller@wilco.org)

The Oil Pricing Information Service (OPIS) report published on July 24<sup>th</sup>, 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	5 maximum
D381	
Oxidation Stability, mins.	240 minimum (see notes c)
D525	

### **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						
<u>Anti-Knock Quality</u>	ASTM Method	Regular 87	Mldgrade 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
<u>Gravity</u>					
API All Level	D 4052	Report			ASTM/EPA
<u>Composition</u>					
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
<u>Corrosion &amp; Stability</u>					
Copper Strip Corrosion	D 130		1		ASTM
Silver Strip Corrosion	D 4814		1		ASTM
Solvent Washed Gum, mg/100ml	D381		5		ASTM
Oxidation Stability	D 525	240			ASTM
<u>Contaminants</u>					
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
			AA	A	B	C	D	Spec Source
<u>Vapor Pressure</u>								
RVP, psi	D5191	max	7.8	9.0	11.0	12.5	14.5	ASTM
<u>Distillation</u>								
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
<u>Volatility</u>								
Driveability Index, °F	D4814	max	1250	1250	1240	1230	1220	ASTM
Property	ASTM	Limit	Vapor Lock Protection Class				Note	Spec Source
			1	2	3	4		
<u>Vapor Lock Class</u>								
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 <sup>(a)</sup> Source
<b>Composition</b>						
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
<b>Volatility</b>						
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
<b>Fluidity</b>						
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
<b>Corrosion</b>						
Copper Strip (3 hrs @122 °F)		MAX	3	D-130		FHR
<b>Contaminants</b>						
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
<b>Lubricity</b>						
HFRR	microns @ 60 °C	MAX	520	D-6079	d.	ASTM

**Notes**

- ASTM specification source is D975 "Standard Specification for Diesel Fuel Oils".
- Product purchased at, or deliveries originating from, the FHR Euless Terminal may contain up to 5% biodiesel.
- Free of sediment and water as per ASTM D-975.
- 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.

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

[edit](#)



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)

#### 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.

[edit](#)



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)

#### 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)

#### Answer

- Please see Stationary Generators Attachment. (Answered: Jul 30, 2018 3:42:05 PM EDT)

[edit](#)



#### 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 to 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

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)

[edit](#)





**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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- TBD. (Answered: Sep 12, 2018 3:25:54 PM EDT)

**Question 17**

Have you ever had cause to cancel a fuel contract for convenience? (Submitted: Sep 12, 2018 2:05:35 PM)

[edit](#)



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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- Please see question 6. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 23**

Please provide bid tabulations from your most current fuel bid. (Submitted: Sep 14, 2018 1:31:08 PM EDT)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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)

**Answer**

[edit](#)



- 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**

Do you have a minimum gallon order quantity? (Submitted: Sep 14, 2018 1:34:24 PM EDT)

[edit](#)



**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)

#### Answer

[edit](#)



- 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)

#### Answer

[edit](#)



- 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)

#### Answer

[edit](#)



- 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)

#### Answer

[edit](#)



- 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**

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<u>UNIT #</u>	<u>LOCATION</u>	<u>FUEL TYPE</u>	<u>CAPACITY</u> <u>gal</u>	<u>10/1/16-</u> <u>7/30/18</u>
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	71.1
SR1401	508 Rock St Georgetown	Diesel	450	125
YR1201	911 Tracy Chamber Lane Georgetown	Diesel	5200	

1585.9

**MATERIAL SAFETY DATA SHEET****1. Identification**

<b>Material name</b>	<b>GASOLINE</b>
<b>Version #</b>	04
<b>Revision date</b>	06-20-2013
<b>Synonym(s)</b>	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
<b>Manufacturer</b>	Flint Hills Resources Corpus Christi, LLC P.O. Box 2608 Corpus Christi, TX 78403 United States
<b>Telephone numbers – 24 hour emergency assistance</b>	
Chemtrec	800-424-9300
Flint Hills Resources Corpus Christi, LLC	361-241-4811
<b>Telephone numbers – general assistance</b>	
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**

<b>Emergency overview</b>	<p><b>DANGER!</b></p> <p>CLEAR, COLORLESS TO LIGHT COLORED LIQUID WITH AROMATIC ODOR</p> <p><b>HEALTH HAZARDS</b>          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</p> <p><b>FLAMMABILITY HAZARDS</b>          EXTREMELY FLAMMABLE LIQUID AND VAPOR          VAPOR MAY CAUSE FLASH FIRE OR EXPLOSION</p> <p><b>REACTIVITY HAZARDS</b>          STABLE</p>
<b>Potential health effects</b>	
<b>Routes of exposure</b>	Inhalation, ingestion, skin and eye contact.
<b>Eyes</b>	Contact may cause pain and severe reddening and inflammation of the conjunctiva. Effects may become more serious with repeated or prolonged contact.
<b>Skin</b>	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.



<b>Ingestion</b>	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.
<b>Notes to physician</b>	Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.  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

<b>Flammable properties</b>	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.
<b>Extinguishing media</b> <b>Suitable extinguishing media</b>	Use water spray, dry chemical, carbon dioxide or fire-fighting foam for Class B fires to extinguish fire.
<b>Protection of firefighters</b> <b>Specific hazards arising from the chemical</b>	Combustion may produce COx, NOx, SOx, reactive hydrocarbons, irritating vapors, and other decomposition products in the case of incomplete combustion.
<b>Fire fighting equipment/instructions</b>	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

<b>Environmental precautions</b>	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

**US. NIOSH: Pocket Guide to Chemical Hazards**

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
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**US OSHA Table Z-1: Skin designation**

CUMENE (CAS 98-82-8)	Can be absorbed through the skin.
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**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**

<b>Physical state</b>	Liquid.
<b>Form</b>	Not available.
<b>Color</b>	Clear, colorless to light colored
<b>Odor</b>	Aromatic
<b>Odor threshold</b>	Not available
<b>pH</b>	Essentially Neutral
<b>Vapor pressure</b>	5.2 - 15 psi at 100 °F (38 °C)
<b>Vapor density</b>	3 - 4 (Air=1)
<b>Boiling point</b>	> 100 °F (> 37.8 °C) @ 10% Evap. (D86) - Summer; >90 °F (32.22 °C) @ 10% Evap. (D86) - Winter
<b>Melting point/Freezing point</b>	-130 °F (-90 °C) / Not available
<b>Solubility (water)</b>	Negligible
<b>Specific gravity</b>	0.69 - 0.77 at 60/60 °F (15.6/15.6 °C)
<b>Relative density</b>	Not available

Material name: GASOLINE

10103 Version #: 04 Revision date: 06-20-2013 Issue date: 11-12-2010

MSDS US

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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)  
ETHANOL (CAS 64-17-5)

A1 Confirmed human carcinogen.  
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.

**Inhalation**

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.

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).

**Ingestion**

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

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.

Evacuate area and fight fire from a safe distance.

## Fire fighting equipment/instructions

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	Skin
BENZENE (71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
BIPHENYL (92-52-4)	TWA	0.2 ppm	Inhalable fraction and vapor; Skin
C9-C20 HYDROCARBONS PRODUCED BY THE PROCESSING OF CRUDE OIL (68476-34-6)	TWA	100 mg/m3	
HYDRODESULFURIZED KEROSENE (64742-81-0)	TWA	200 mg/m3	
KEROSENE (8008-20-6)	TWA	200 mg/m3	Skin; P
NAPHTHALENE (91-20-3)	STEL	15 ppm	
	TWA	10 ppm	
XYLENE (1330-20-7)	STEL	150 ppm	Skin
	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

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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**

<b>Physical state</b>	Liquid.
<b>Form</b>	Not available.
<b>Color</b>	Pale yellow or green; for tax exempt purposes, this fuel may contain red dye
<b>Odor</b>	Hydrocarbon
<b>Odor threshold</b>	Not available.
<b>pH</b>	Not available
<b>Vapor pressure</b>	2.6 mmHg at 122 °F (50 °C)
<b>Vapor density</b>	> 1 (Air=1)
<b>Boiling point</b>	> 320 °F (> 160 °C) ASTM D86
<b>Melting point/Freezing point</b>	Not available
<b>Solubility (water)</b>	Insoluble
<b>Specific gravity</b>	0.84 - 0.888 at 60/60 °F (15.6/15.6 °C)
<b>Relative density</b>	Not available.
<b>Flash point</b>	> 125.00 °F (> 51.67 °C) ; Wisconsin: >100 °F (>37.8 °C) PMCC
<b>Flammability limits in air, upper, % by volume</b>	7.5 %
<b>Flammability limits in air, lower, % by volume</b>	0.6 %
<b>Auto-ignition temperature</b>	494 °F (256.67 °C)
<b>VOC</b>	Not available
<b>Evaporation rate</b>	Not available
<b>Viscosity</b>	1.7 - 4.1 cSt at 104 °F (40 °C)
<b>Percent volatile</b>	Not available
<b>Partition coefficient (n-octanol/water)</b>	Not available
<b>Pour point</b>	-20 to 20 °F (-28.9 to -6.7 °C)
<b>Bulk density</b>	7 - 7.4 lb./gal.
<b>Molecular weight</b>	Not available
<b>Molecular formula</b>	No data Not available
<b>Other data</b>	
<b>Chemical family</b>	Hydrocarbon Mixture
<b>Density</b>	Not available
<b>Electrostatic properties</b>	
<b>Conductivity</b>	≤ 50 pS/m
<b>Flash point class</b>	Not available

**10. Stability and reactivity**

**Chemical stability** Material is stable under normal conditions.

Material name: DIESEL NO. 2 PRODUCTS (UNBRANDED)  
10122 Version #: 04 Revision date: 09-04-2012 Issue date: 11-12-2010

MSDS US  
6 / 11

<b>Conditions to avoid</b>	Avoid unventilated areas, heat, open flames, sparks and ungrounded electrical equipment.
<b>Incompatible materials</b>	Incompatible with oxidizing agents. See precautions under Handling & Storage (Section 7).
<b>Hazardous decomposition products</b>	Not anticipated under normal conditions.
<b>Possibility of hazardous reactions</b>	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.
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#### US NTP Report on Carcinogens: Known carcinogen

BENZENE (CAS 71-43-2)	Known To Be Human Carcinogen.
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#### US OSHA Specifically Regulated Substances: Cancer hazard

BENZENE (CAS 71-43-2)	Cancer hazard.
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### 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

<b>Ecotoxicity</b>	Toxic to aquatic organisms.
<b>Persistence and degradability</b>	Not readily biodegradable.
<b>Bioaccumulation / Accumulation</b>	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

<b>Mobility in environmental media</b>	May partition into air, soil and water.
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## 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



### X Grade Ultra Low Sulfur Diesel Fuel Specifications

Product Property	Test Method	Origin Test Results		Deliveries <sup>1/</sup>
		Minimum	Maximum	
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 <sup>2/</sup>	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 <sup>3/</sup> and	MPL P. Color		6	
Potential Gum, mg/100 ml <sup>4/</sup>	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		<sup>5/</sup>	
Pour Point, °F	D97		<sup>5/</sup>	
Viscosity, cSt at 104 °F	D445	1.9	4.1	
Ash, wt %	D482		0.01	
Haze Rating <sup>6/</sup>	D4176		2	3
NACE Corrosion	TM0172	B+		
Sulfur, ppm <sup>7/</sup>	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





**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/ <u>Month</u>	<u>Pour Point °F, max.</u>	<u>Cloud Point °F, max</u>
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



**NR Grade Regular Gasoline Blendstock (RBOB)**

**For Blending With 10.0% Denatured Fuel Ethanol**  
**(92% Purity) As Defined In ASTM D4806**  
**VOC-Controlled Region I Complex Model Phase II**

Product Property	Test Method	Origin Test Results		Deliveries <sup>1/</sup>		
		Minimum	Maximum			
Gravity, ° API <sup>8/</sup>	D287		Report			
Color			Undyed			
Volatility <sup>2/9/</sup>						
Distillation, ASTM D 86	<u>Class AA</u>	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D</u>	<u>Class E</u>
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 <sup>3/</sup>	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 <sup>4/</sup>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	
	129	122	116	107	102	
Vapor Pressure, D5191 <sup>2/8/</sup>						
E200 (vol%)	D86		30	70		
E300 (vol%)	D86		70	100		
Emission Performance Reduction (%)			-27.0			
Mercaptan Sulfur, wt % <sup>3/</sup>	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 %) <sup>4/</sup>				50		
Olefins (vol %)	D1319			25		
Sulfur, ppm	D2622			80		
Oxygen Content wt % <sup>5/</sup>	D5599	1.5		4.0		
Oxygenates, (vol %) <sup>8/</sup>	D4815			0.05		
Haze Rating <sup>6/, 8/</sup>	D4176			2		3
NACE Corrosion <sup>8/</sup>	TM0172, D7548	B+				
Odor <sup>7/, 8/</sup>				Nonoffensive		

Revision Date: December 1, 2015



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 20<sup>th</sup> through October 1<sup>st</sup>, 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

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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
1	<b>Name of person doing business with local governmental entity.</b>	
2	<b>Check this box if you are filing an update to a previously filed questionnaire.</b>  <input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<b>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.</b>	
4	<b>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.</b>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>
5	<b>Name of local government officer with whom filer has affiliation or business relationship.</b>	



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

Supplier: **RKA Petroleum****CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY****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.

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 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 is not required if completing in BIDS SYNC 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](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 agency 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 and that 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 a family 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 the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that 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 local governmental 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 governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or 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."

<b>Name of Bidder:</b>	
<b>Address of Bidder:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Printed Name of Person Submitting Affidavit:</b>	
<b>Signature of Person Submitting Affidavit:</b>	

### Cooperative Purchasing Program

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

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

---

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

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

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

Notary Public in and for

The State of

The County of

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



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 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](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](http://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 <sup>before</sup> the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

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

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

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

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

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



## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

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

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to 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 the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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.