

**PIGGYBACK CONTRACT WITH  
THE CITY OF GEORGETOWN, TEXAS**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) by and between the **CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipality (the “CITY”) and D.I.J. Construction, (the “VENDOR”),

**WHEREAS**, pursuant to Chapter 791 of the Texas Government Code, the CITY has the legal authority to “piggyback” onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

**WHEREAS**, the CITY requires the services of a VENDOR that can provide street striping services for the CITY;

**WHEREAS**, the VENDOR has previously entered into an Agreement with WILLIAMSON COUNTY, a political subdivision of the State of Texas, to provide street striping services (the “CONTRACT”) dated December 22, 2020, a copy of which is attached hereto as Exhibit “A”, which those parties entered into upon WILLIAMSON COUNTY’s award of a bid to VENDOR for Striping Services, IFB #T2526. A copy of IFB #T2526 and VENDOR’s response to IFB #T2526 is attached hereto as Exhibit “B”; and

**WHEREAS**, the CITY desires to “piggyback” onto the above referenced CONTRACT between the VENDOR and WILLIAMSON COUNTY dated December 20, 2020 for Striping Services, and the VENDOR consents to the aforesaid “piggybacking.”

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. VENDOR affirms and ratifies the terms and conditions of the above referenced CONTRACT and agrees to perform the services set forth therein for the CITY in accordance with the terms of the CONTRACT.
3. The CITY agrees to utilize the Striping Services of the VENDOR in the manner and upon the terms and conditions as set forth in the CONTRACT.
4. Except as otherwise stated herein, the terms and conditions of the CONTRACT shall form the basis of this Agreement with the CITY having the rights, duties and obligations of WILLIAMSON COUNTY thereunder. The CONTRACT is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the CONTRACT, then the terms, conditions and provisions of this Agreement shall control.
5. The terms and conditions of the CONTRACT are modified, amended or supplemented

as follows:

- A. The term of this Agreement begins on the Effective Date of this Agreement and shall terminate on \_\_\_\_\_. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.
- B. The prices listed in Exhibit C shall be the basis for any charges collected by VENDOR.
- C. The CITY may not expend in excess of \$180,264.00 for VENDOR'S services.
- D. The CITY hereby designates the following representatives authorized to act on its behalf with regard to this Agreement:

Eric Johnson  
 City of Georgetown  
 Public Works Director  
 Office (512) 819-3145  
[eric.johnson@georgetown.org](mailto:eric.johnson@georgetown.org)

- E. The Notice address for the CITY which shall be amended as follows:

Notice to City:

City Manager  
 PO Box 409  
 Georgetown, Texas

with a Copy to:

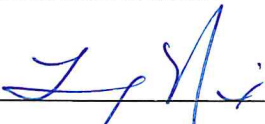
City Attorney  
 PO Box 409  
 Georgetown, Texas

- 6. This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**D.I.J. CONSTRUCTION**

**CITY OF GEORGETOWN**

By:   
 Printed Name: Terry Nix  
 Title: President  
 Date: 8-6-2021

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ATTEST:

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Robyn Densmore, City Secretary

APPROVED AS TO FORM:

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Skye Masson, City Attorney

Exhibit A

Exhibit B

Exhibit C

Commissioners Court - Regular Session

40.

Meeting Date: 11/17/2020

Authorize issuing T2526 IFB Striping

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda  
Category: Consent

### Information

#### Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Striping for Williamson County under IFB #T2526.

#### Background

Williamson County is seeking qualified companies to provide: Work Zone Pavement Markings (Removal Only), Reflectorized Pavement Markings, Raised Pavement Markers, Eliminating Existing Pavement Markings and Markers, and Preformed In-Lane (Transverse)/Centerline Rumble Strips in accordance with Items 662, 666, 672, 677 and Special Specification 6056 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

James Williams is the Point of contact. Funding source for FY2021: 01.0200.0210.003542

### Fiscal Impact

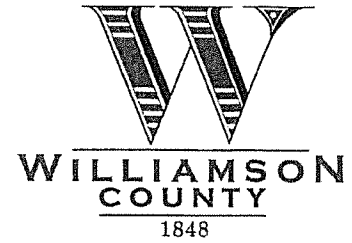
From/To	Acct No.	Description	Amount
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### Attachments

*No file(s) attached.*

### Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	randy.barker	11/12/2020 09:31 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:32 AM
Form Started By: Johnny Grimaldo		Started On: 11/12/2020 08:38 AM
Final Approval Date: 11/12/2020		



December 14, 2020

Mr. Randy Barker  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

Subject: Recommendation for IFB #T2526 – Striping

After reviewing all the pertinent information, we have concluded that D.I.J. Construction, Inc. submitted the overall lowest and best offer for the T2526 bid, Striping. I recommend to the Williamson County Commissioners Court that they award D.I.J. Construction, Inc. the vendor for IFB #T2526 – Striping.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. B. Daigh', is written over a large, stylized flourish that extends to the right.

Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County, TX



# T2526 IFB Striping

**Agency:** Williamson County

**State:** Texas

**Type of Government:** State & Local

**NAICS Category:** 237310 - Highway, Street, and Bridge Construction

**Posted Date:** Nov 22, 2020

**Due Date:** Dec 7, 2020

**Bid Source:** Please Login to View Page (/auth/signin.htm?nextURL=https://www.govcb.com/government-bids/T-IFB-STRIPING-NBD14661986356480466.htm)

**Contact information:** Please Login to View Page (/auth/signin.htm?nextURL=https://www.govcb.com/government-bids/T-IFB-STRIPING-NBD14661986356480466.htm)

**Bid Documents:** Please Login to View Page (/auth/signin.htm?nextURL=https://www.govcb.com/government-bids/T-IFB-STRIPING-NBD14661986356480466.htm)

**PUBLIC NOTICE  
WILLIAMSON COUNTY  
NOTICE OF SOLICITATION**

The Williamson County Commissioners Court invites the submission of sealed responses for:  
T2526 IFB Striping

Sealed responses will be publicly opened and read aloud in the Williamson County Purchasing Office located at 100 Wilco Way, Suite P101, Georgetown, Texas 78626 on Monday December 7, 2020 at 3:00PM. All sealed responses must be received on or before the stated opening date and time.

Solicitation documents can be viewed by visiting the Williamson County Negometrix Portal at <http://app.negometrix.com> or by visiting the Williamson County Purchasing website at <http://www.wilco.org/purchasing> and selecting the link register for bids. There is no fee to register as a supplier or to participate in the County's solicitation process.

Any bonds that may be required for this solicitation will be specified in the solicitation documents.

The Williamson County Commissioners Court reserves the right to accept the best value response as deemed by the Court, or reject any and/or all responses.

The receipt of electronic responses will be registered in Negometrix. The Time-Date Stamp Clock located at

the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of paper responses.

Respondents shall submit pricing as specified in the solicitation documents. Payment will be made by the respondents preferred method as filed with the Williamson County Auditors Office, provided that respondents preferred method of payment is a form of payment acceptable to Williamson County.

The designated Purchasing Agent for this solicitation is Johnny Grimaldo, Purchasing Specialist III, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-1553.

Issued by order of the Williamson County  
Commissioners Court,  
Bill Gravell Jr., County Judge.

## Sign-up for a Free Trial, Government Bid Alerts

With **Free Trial**, you can:

You will have a full access to bids, website, and receive daily bid report via email and web.

Try One Week **FREE** Now (</service/subscribe.htm>)

## See Also

### **Painting (</government-bids/PAINTING-NBD16047340926752363.htm>)**

Bid Number Bid Title Bid Type Bid Issue Date Bid Close Date/Time 21-22

#### **Education Service Center, Region 2**

Bid Due: 6/11/2021

### **Westside Diversion Channel Im... (</government-bids/WESTSIDE-DIVERSION-CHANNEL-IMPROVEMENTS-NBD14316969316600801.htm>)**

Bid Information Type SJRA - Request for Competitive Sealed Proposals Status Issued Number

#### **Brazos County**

Bid Due: 5/07/2021

### **Austin District Office HVAC R... (</government-bids/AUSTIN-DISTRICT-OFFICE-HVAC-RENOVATION-NBD14746229523628026.htm>)**

Austin District Office HVAC Renovation Solicitation ID: 405-21R0004397 | Due Date: 4/27/2021 |

**State Government of Texas**

Bid Due: 4/27/2021

**21-24 Family Promise Renovati... (/government-bids/FAMILY-PROMISE-RENOVATION-AND-NBD13484965564305488.htm)**

PROJECT DEADLINE TIME/DATE PRE-BID/PROPOSAL MEETING DATE/TIME PLACE PLAN COST LINKS Legal Notice (LN),

**Montgomery County**

Bid Due: 5/12/2021

## 1. Bid Package

11 (10 KO) - 11/11



### 1.1. General Information

Group - 1 Questions - 1/1

#### GENERAL INFORMATION:

Williamson County is seeking qualified companies to provide: Work Zone Pavement Markings (Removal Only), Reflectorized Pavement Markings, Raised Pavement Markers, Eliminating Existing Pavement Markings and Markers, and Preformed In-Lane (Transverse)/Centerline Rumble Strips in accordance with Items 662, 666, 672, 677 and Special Specification 6056 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

#### INITIAL CONTRACT TERM:

1 (one) year

#### RENEWAL OPTIONS:

2 (two) additional 12 (twelve) month each

1.1.1. Respondent acknowledges the attached General Notes and Technical Specifications pdf.

Yes/No response KO

- Yes
  - No
- KO

**D.I.J. Construction, Inc.:**

- Yes

### 1.2. Definitions

Group - 0 Questions - 0/0

Below are the definitions that will be used throughout the solicitation.

**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.

### 1.3. Terms and Conditions

Group - 1 Questions - 1/1

#### **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.

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

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:

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

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:

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

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **TERMINATION**

**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 be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

**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's termination for convenience.

### **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.

### **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.

### **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.

### **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).

### **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.

### **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's property, equipment, and/or supplies.

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

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

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

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

#### **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).

#### **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.

#### **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.

#### **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.

#### **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.

### **EQUAL OPPORTUNITY**

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

### **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  
100 Wilco Way, Suite P101 (**Suite number must be clearly marked**)  
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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful 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.

### **ESTIMATED QUANTITIES**

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

### **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.

### **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.

### **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.

### **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.

### **PAYMENT**

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

1. The date the County receives the goods under the Contract;
2. The date the performance of the service under the Contract is completed; or
3. The date the Williamson County Auditor receives an invoice for the goods or services.

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

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

As a minimum, invoices shall include:

1. 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.
2. The County Contract, Purchase Order.
3. Identification of items or service as outlined in the Contract.
4. Quantity or quantities, applicable unit prices, total prices and total amount.
5. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

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

### **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.

### **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.

### **INSURANCE REQUIREMENTS**

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

### **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.

### **LEGAL LIABILITY INFORMATION**

The Successful Bidder shall disclose all legal liability information by listing any pending litigation, civil or criminal, or 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. Furthermore, the bidder certifies to the best of its knowledge and belief that within the last five (5) years Bidder or Bidder Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Bidder cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Bidder. The Bidder's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Bidder shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract if becomes aware of any event which would cause the Bidder's certification or explanation to change. Bidder acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

### **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.

### **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.

1.3.1. **ACKNOWLEDGEMENT**

Vendor has read above, understands and agrees with these statements.

Yes/No response KO

- Yes
- No  
KO

**D.I.J. Construction, Inc.:**

- Yes

**1.4. Instructions and General Requirements**

Group - 1 Questions - 1/1

**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).

**AUTHORIZATION OF BIDDER**

Respondent shall be an individual who is authorized to bind the proposal contractually.

1. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided.
2. If the Bidder is a General Partnership, the true name of the firm shall be provided.
3. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided.
4. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall be provided.
5. If response 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.

**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 prior to contract award.

**ECONOMY OF PRESENTATION**

Bids should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the IFB. Such exhibits shall be clearly marked with the applicable reference number of the question in the IFB. Bids must address the technical requirements as specified in the IFB. All questions posed by the IFB must be answered concisely and clearly. Bids that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

**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:

[www.wilco.org/departments/purchasing](http://www.wilco.org/departments/purchasing)

## **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).

## **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.

## **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 an 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 or 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:

1. Price;
2. The Bidder's experience and reputation;
3. Quality of the Bidder's goods and/or services;
4. The Bidder's safety record;
5. The Bidder's proposed personnel;
6. The Bidder's financial capabilities; and
7. Any other relevant factors specifically listed in this IFB or authorized by law.

## **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:

1. 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 for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

## **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.

## **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:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance that can be determined thru references provided; and
4. 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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **DELIVERY OF BIDS**

It is preferred that Bids be submitted electronically through Negometrix; however, Bidders may submit a hard-copy (if preferred). Please be aware that submitting bids electronically is a convenience to the Respondent. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of bidder's submittal.**

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 this IFB, to:

Williamson County Purchasing Department  
Attn: **Bid Name and Number**  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

**Suite Number must be clearly marked on the envelope to ensure delivery to the proper mailbox.** Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed." Williamson County will not accept any Bids 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 publicly in a manner to avoid public disclosure of contents. Only names of Bidders will be read aloud and no pricing will be announced at the opening.

### **EX PARTE COMMUNICATION**

Please note that to ensure the proper and fair evaluation of a response to a solicitation, the County prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to any Elected Official/Department Head, County Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from

vendors will be permissible by the means established in the solicitation until the day and time specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the County for a period not to exceed three (3) years.

1.4.1. **ACKNOWLEDGEMENT**

Vendor has read above, understands and agrees with these statements.

Yes/No response KO

- Yes
- No  
KO

**D.I.J. Construction, Inc.:**

- Yes

1.5. **Additional Stipulations**

Group - 1 Questions - 1/1

**Technical Contact**

The person identified as Williamson County's Technical Contact will have designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

**Initial Contract Term**

The Successful Respondent shall provide the goods and/or services for the initial term as described in the RFP description.

**Contract Extensions**

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be as described in the RFP description. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

**Insurance Requirements**

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department  
100 Wilco Way, Ste P101 **(Suite must be clearly marked)**  
Georgetown, Texas 78626

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

**Successful Respondent must comply with the following insurance requirements at all times during this Contract:**

**A. Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.

4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

**E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

**F. Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section. Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s) and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to: Williamson County Purchasing Department  
100 Wilco Way, Ste P101 **(Suite must be clearly marked)**

Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.



1.5.1. **ACKNOWLEDGEMENT**

Vendor has read above, understands and agrees with these statements.

Yes/No response KO

- Yes
  - No
- KO

**D.I.J. Construction, Inc.:**

- Yes

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1.6. **Required Forms**

Group - 7 Questions - 7/7

1.6.1. **Conflict of Interest**

Group - 1 Questions - 1/1

- 1.6.1.1. 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/Departments/Purchasing/Confli.....>

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.

**Please download the Conflict of Interest Statement, fill it out, and upload (if submitting in hard-copy format, this form must be included with your response).**

Document upload KO

**D.I.J. Construction, Inc.:**

[doc04650020201204102923\(74052\).pdf](#)

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1.6.2. **Bid Affidavit**

Group - 3 Questions - 3/3

1.6.2.1. **CERTIFICATION**

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.

Yes/No response KO

- Yes
  - No
- KO

**D.I.J. Construction, Inc.:**

- Yes

1.6.2.2. **NON-COLLUSION**

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 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.

Yes/No response KO

- Yes
- No  
KO

**D.I.J. Construction, Inc.:**

- Yes

1.6.2.3. **COOPERATIVE PURCHASING PROGRAM**

Please select Yes or No. By selecting Yes the Bidder is agreeing to offer the quoted prices to all authorized entities during the term of the County's contract. By selecting No the Bidder is stating they will not offer the quoted prices to all authorized entities. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

Yes/No response

- Yes
- No

**D.I.J. Construction, Inc.:**

- Yes

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1.6.3. **References**

Group - 3 Questions - 3/3

1.6.3.1. Please submit a **MINIMUM** of 3 references.

Reference must include the following:

- Company Name
- Contact Person
- Phone Number
- Email Address
- Description of goods provided/services performed

**Do not include Williamson County or any Williamson County employees as references.**

Document upload KO

**D.I.J. Construction, Inc.:**

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1.6.3.2. **SIMILAR CONTRACTS**

Bidders shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Document upload KO

**D.I.J. Construction, Inc.:**

[doc04650220201204110816\(74054\).pdf](#)

1.6.3.3. **CANCELLED OR TERMINATED CONTRACTS**

Bidder shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution. *"If this is not applicable, please provide a statement to the fact.*

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**D.I.J. Construction, Inc.:**

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**EXHIBIT C**

**IFB T2526 Striping- Williamson County**  
12.07.2020

Item #	BID ITEM DESCRIPTION	UNIT	DIJ Construction, INC		COG PUBLIC WORKS	
			TY I (THERMO, 90 mil) UNIT PRICE		TY I (THERMO, 90 MIL)	
			PRICE	COG QTY	COG TOTAL COST	
<b>RETRACE STRIPING</b>						
1	REFL PAV MRK (Y) 4" (SLD)	LF	\$ 0.33	25000	\$	8,250.00
2	REFL PAV MRK (Y) 4" (BRK)	LF	\$ 0.32	25000	\$	8,000.00
3	REFL PAV MRK (W) 4" (SLD)	LF	\$ 0.33	25000	\$	8,250.00
4	REFL PAV MRK (W) 4" (BRK)	LF	\$ 0.39	25000	\$	9,750.00
7	REF PAV MRK (W) (ARROW)	EA	\$ 80.00	50	\$	4,000.00
8	REF PAV MRK (W) (DBL ARROW)	EA	\$ 85.00	25	\$	2,125.00
12	REFL PAV MRK (W) 12"(SLD)	LF	\$ 3.95	10000	\$	39,500.00
<b>NEW STRIPING</b>						
13	REFL PAV MRK (Y) 4" (SLD)	LF	\$ 0.34	25000	\$	8,500.00
14	REFL PAV MRK (Y) 4" (BRK)	LF	\$ 0.33	25000	\$	8,250.00
15	REFL PAV MRK (W) 4" (SLD)	LF	\$ 0.34	25000	\$	8,500.00
16	REFL PAV MRK (W) 4" (BRK)	LF	\$ 0.40	25000	\$	10,000.00
17	REF PAV MRK (W) (ARROW)	EA	\$ 85.00	20	\$	1,700.00
18	REF PAV MRK (W) (DBL ARROW)	EA	\$ 95.00	10	\$	950.00
19	REFL PAV MRK (W) 12"(SLD)	LF	\$ 3.00	10000	\$	30,000.00
20	REF PAV MRK (W) 18" (YLD TRI)	EA	\$ 20.00	100	\$	2,000.00
21	REFL PAV MRK (W) (WORD)	EA	\$ 140.00	40	\$	5,600.00
22	REFL PAV MRK (W)(RR XING) (X RR)	EA	\$ 375.00	10	\$	3,750.00
23	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	EA	\$ 60.00	10	\$	600.00
24	REFL PAV MRKR TY II (BLUE)	EA	\$ 4.00	50	\$	200.00
25	REFL PAV MRKR TY II-C-R	EA	\$ 2.75	2000	\$	5,500.00
26	REFL PAV MRKR TY I-C	EA	\$ 2.75	2000	\$	5,500.00
27	REFL PAV MRKR TY II-A-A	EA	\$ 3.10	2000	\$	6,200.00
28	TRAFFIC BUTTON TY Y	EA	\$ 2.25	50	\$	112.50
29	TRAFFIC BUTTON TY W	EA	\$ 2.25	50	\$	112.50
30	ELIM EXT PAV MRK & MRKS (SYMBOL)	SF	\$ 3.00	50	\$	150.00
31	PAVEMENT SEALER 4"	LF	\$ 0.16	400	\$	64.00
32	PAVEMENT SEALER 12"	LF	\$ 1.50	400	\$	600.00
33	WK ZN PAV MRK SHT TERM (TAB)TY W (REMOVAL ONLY)	EA	\$ 0.40	2000	\$	800.00
34	WK ZN PAV MRK SHT TERM (TAB)TY Y (REMOVAL ONLY)	EA	\$ 0.40	2000	\$	800.00
<b>Additional</b>						
35	MINIMUM CALL OUT	EA			\$	500.00

NOT TO EXCEED \$ **180,264.00**



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# 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.

D.I.J. Construction, Inc.  
Bertram, TX United States

Certificate Number:  
2021-788309

Date Filed:  
08/09/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Georgetown

Date Acknowledged:

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.

20-0024-PPA  
Striping Services - IFB #T2526

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Floyd, Danny	Bertram, TX United States	X	

5 Check only if there is NO Interested Party.

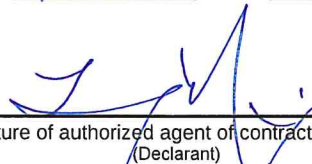
### 6 UNSWORN DECLARATION

My name is Terry Nix, and my date of birth is 7-31-60.

My address is 2332 CR 252, Bertram, TX, 78605, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Burnet County, State of Texas, on the 9 day of August, 20 21.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)