

Purchasing Department
1320 West Main Street Suite 202
Franklin, Tennessee 37064-3700
Phone (615) 472-4010



RFP # 1309
Williamson County Schools
Williamson County Government,
& Franklin Special School District
FUEL PROCUREMENT PROGRAM

Williamson County Schools (WCS) in conjunction with the Williamson County Government (WCG) and Franklin Special School District (FSSD) are accepting proposals from qualified and experienced vendors for our Fuel Procurement Program. Interested proposers shall submit sealed RFP envelopes using the attached forms. Proposals must be mailed, or hand delivered to **Williamson County Schools, Central Office, 1320 West Main Street, Suite 202, Franklin, TN 37064 Attn: Skip Decker**. Proposers may include any related literature, brochures, or other materials pertinent to their bid submittal.

Proposal envelopes must be submitted by or before **2:00 p.m. Thursday, April 27, 2023** at which time envelopes will be publicly opened. Faxed or emailed proposals will not be accepted. Any proposal submitted after the RFP opening time will not be accepted. Sealed proposal envelopes shall be stamped (date and time) by WCS Purchasing to verify the authenticity of receipt. The proposal opening shall take place at the aforementioned address.

THE FOLLOWING INFORMATION MUST BE PRINTED ON THE
OUTSIDE OF THE SEALED PROPOSAL ENVELOPES

- WCS - RFP # 1309 Fuel Procurement Programs
- Company Name & Address
- Date and Time of Bid Opening

THE FOLLOWING DOCUMENTS MUST BE INCLUDED **INSIDE** THE SEALED
PROPOSAL ENVELOPES

- Signed and completed proposal form
- Certification of Compliance with the Iran Divestment Act
- Drug Free Workplace Program Certification
- Criminal Background Certification
- Business Tax and License Affidavit
- Immigration Attestation and Immigration Compliance Act Affidavit
- Ethical Standards Affidavit
- Fair Employment Practices Affidavit

An apparent low bidder will be established from this proposal process. Contracts for this project will be awarded to the lowest, best, and most responsive RFP that reasonably meet specifications and qualifications. WCS, WCG & FSSD will assist in the review and tabulation of the proposals. Once the successful proposal has been established through the competitive bid process WCS Purchasing on behalf of all 3 entities will release the bid tabulations, noting the apparent low bidder to all participants of the proposal with an intent to award.

Approximately ten (10) consecutive calendar days after the RFP tabulations are released, WCS, WCG & FSSD will proceed with the award and thus issue the appropriate PO's to the lowest bidder on their own behalf. Each entity will issue a PO from their organization, and each will be solely responsible for their own contracts with the awarded proposer.

After the award is issued the awarded proposer will have (15) consecutive calendar days from that date to provide the following to each entity:

- Certificate of Liability Insurance for each entity with a minimum of \$2,000,000 listing each entity as an additional insured must be provided.

Because this RFP is for three different entities, additional forms or information may be necessary. If such info is deemed necessary or compulsory by one of the three entities participating in this project the awarded bidder will be contacted by that entity. All proposers must include the forms listed on page one of the proposal.

In the event the proposer to whom the contract is awarded fails to execute satisfactory documents and proof of insurance – then said proposer may be eliminated and WCS, WCG and FSSD will begin negotiations with the next best proposer.

TERMS AND CONDITIONS

The Project may be awarded to the lowest and best overall proposal that best meets specifications. WCS, WCG and FSSD reserve the right to award based on quality, price and availability of services specified, whichever is in the best interest of all entities.

- WCS, WCG and FSSD reserve the right to award the proposal to one bidder at its sole discretion. All entities reserve the right to waive any formalities and to accept any proposal, split proposal and / or accept any individual item or items within a proposal or to reject any or all proposals in the best interest of all the entities.
- This proposal project is ultimately subject to funding as with all WCS, WCG & FSSD bid projects. WCS, WCG & FSSD are tax-exempt organizations. Proposal cost must include any/all related sales and use tax for the materials and or equipment. Once WCS, WCG & FSSD establishes the intended awarded proposer then each entity reserves the right to negotiate the outcome with the proposer to include but not be limited to phased in approach or solutions based on their funding.
- This proposal is not limited to or restricted to any specific brands, service provider or vendor. The services on which proposals are submitted and based should be of such character or quality of design as will serve the purpose for which it is to be used. Williamson County Schools reserves the right, through the Purchasing Department, to make such determinations in the best interest of all entities. When no reference is made by the proposer to the make or grade proposed to be furnished, it is understood that the specific article named in the proposal sheet will be furnished.

- This project is very competitive, and it is our desire to award the project to the single overall most compelling proposer as evaluated and determined by the staff of WCS, WCG & FSSD. This solicitation is an RFP (Request for Proposal) versus a hard bid.
- If quantities/measurements are provided, they are approximations and may be estimates of annual usage, not initial purchase quantity. Quantities provided are the best estimates of anticipated order quantities. However, WCS, WCG or FSSD cannot guarantee fulfillment of annual usage estimates.
- Proposals are to be valid for a minimum of 60 days or until awarded whichever comes first. For all awarded proposals the price structure will be fixed and remain in effect throughout the entire contact period. The awarded proposal will be in effect for a period of one (1) year with an annual option to renew at the anniversary date of the contract for an additional five (5) years not to exceed a total of six (6) years, upon mutual agreement of the individual entity and the awarded vendor. The resulting six-year contract will begin July 2023 – thru – June 2029. *(Renewed each year in July)*.
- If for some unlikely reason, any of the 3 entities, WCS, WCG or FSSD decides to pull out of a contract, the others may continue without any penalties or consequences.
- Price (mark-up) shall remain fixed for the duration of the agreement, including renewals, unless an increase is mutually agreed upon for extenuating circumstances. WCS, WCG or FSSD reserves the right, for any resulting agreement from the RFP to cancel the contract with or without a written notice within 30 days without penalty.
- Invoices must be reflective of original proposal, WCS, WCG or FSSD will not be responsible for any “added” expenses. The awarded proposer will abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully address the intent and meaning of each aspect of the specifications. WCS desires to pay from one consolidated, itemized invoice bill per month. All purchases should be broken down and detailed by department and by card for appropriate allocation of expenses. **Each entity is solely responsible for its own account.**
- The terms, conditions and language of this Request for Proposal shall be binding unless mutually amended by WCS on behalf or itself, WCG or FSSD, along with the awarded proposer. Issuance of the purchase order or award notice from each entity will take place within 60 days of RFP opening. Disputes or legal matters will be litigated in Williamson County or the Middle District of Tennessee. WCS Purchasing Manager or his designee must approve any changes to the original proposal specifications on behalf of WCS, WCG or FSSD.
- The awarded proposer shall be responsible for complying with all local, state, and federal laws, regulations, codes, licensing, permits and other requirements regarding the fuel systems, pumps, tanks or other equipment. The awarded proposer must be prepared to substantiate compliance upon request by any of the participating entities’ representatives.
- The bid specifications refer to OPIS for price reference purposes. For clarification, OPIS is used as a daily rack price for fuel (raw price). We require daily – average OPIS pricing in our fuel program... or weekly newspaper averaging (Thursday edition) is allowable. The bid will therefore be a daily, or weekly cost-plus pricing above OPIS. Proposers should note that this is the exact same rate that shall be applied to any/all retail purchases as well as consignment purchases for owned tanks located at the WCS Transportation Department or tanks at any of WCG Departments. FSSD does not own any tanks at the time of this RFP. If for some reason they should add tanks in the future during the duration of any contract resulting from the RFP they may have the same terms and conditions.

- It is understood that the actual cost associated to the awarded proposer may vary somewhat depending on which type or where the fuel is sold to WCS, WCG or FSSD. It is acknowledged that this is a cost of doing business and in the RFP project we desire a simple and competitive markup that is reflective of and captures all the terms, conditions, specifications, and overhead cost as outlined in this RFP document.

OVERALL, SCOPE OF PROJECT

This RFP Project is a **cooperative procurement** project. The project is being administered and awarded by Williamson County Schools on behalf of Williamson County Schools, Williamson County Government, and the Franklin Special School District, for an approximate combined volume of approximately 1,300,000 gallons per year.

In no event shall Williamson County Schools be responsible for any of the Williamson County Government / Williamson EMC or Franklin Special School District fuel purchases. Likewise, other entities are not responsible for purchases made by Williamson County Schools.

NOTE:

On the next few pages each separate entity has provided their own pertinent specific information. This information is an approximate snapshot of the individual needs of WCS, WCG and FSSD at the present time. However, it is based on information that changes daily and is merely a best guess synopsis of the current needs. Quantities provided are the best estimates of anticipated order quantities; however, WCS, WCG or FSSD cannot guarantee fulfillment of annual usage estimates.

WILLIAMSON COUNTY SCHOOLS

Williamson County Schools maintains a fleet of primarily school buses, utility / maintenance and food service trucks along with driver’s education and administration automobiles...our approximate inventory consists of:

SCHOOL BUSES 278

OTHER VEHICLES 150

Williamson County Schools purchases approximately 1,000,000 gallons of fuel annually. The breakdown of these purchases consists of approximately:

DIESEL 85%

GASOLINE 15% (unleaded)

➤ The entire value of the WCS portion of this project is approximately \$2,500,000 annually.

Approximately 20% of the total volume relates to on-site bulk tanks (all diesel) for which purchases are made on a consignment basis. The remaining 80% is purchased at locations throughout Williamson County at various retail establishments. WCS has approximately 500 employees that are authorized to purchase fuel.

It is important to note that under the provisions of this RFP and resulting award(s) WCS shall be solely financially responsible for their respective purchases. WCS shall have their own account with the awarded vendor. WCS desires to pay from one consolidated, itemized invoice per month.

WCS maintains and uses approximately 500 fuel cards. The awarded vendor is responsible for helping WCS staff manage the fuel cards by replacing, maintaining, programming, implementing theft and fraud protection and all other aspects of card management. All purchases should be broken down and detailed by department and by card for appropriate allocation of expenses.

WCS, fuel storage tanks must be monitored, checked, inspected, and maintained by the awarded vendor to assure compliance with any/all State, Federal (environmental EPA regulations) and Local laws and regulations. These annual EPA inspections on-line test, crossline test, should be coordinated and arranged by the Awarded Vendor and be conducted and performed by either by a 3rd party entity under the direction of the awarded vendor or by the awarded vendor. All paperwork and documentation should be kept and provided to the owners to prove compliance. If repairs are needed on the WCS tanks or related parts then the owner (WCS) will be responsible for all costs to bring the tanks into compliance. All state, federal and local laws pertaining to this equipment (environmental and EPA regulations) and maintenance of tanks, pipes, connections, leaks and the liability of such will remain the responsibility of the WCS.

WCS On site Tanks are located at the following locations:

WCS Transportation Garage, 1771 West Main Street, Franklin, TN 37064

The current fuel vendor owns the fuel card reader and the automatic tank gauge, probes and modem. Due to the fact the fuel is dispensed on consignment the current as well as future awarded vendor must be 100% accountable and responsible for collecting and maintaining accurate and proper inventory levels. This will not be the duty nor financial burden of the owner (WCS).

IMPORTANT NOTE:

ON SITE TANKS - For onsite fuel storage tanks at both WCS and WCG locations, a table (in the next few pages of this document) are provided which details information regarding tank type, size and other related data which should assist prospective bidders in preparing accurate proposal submissions. At each site, all tanks, connective product piping, dispensing equipment (fuel pumps), sacrificial antinodes, electrical/phone/utility connections and lines are owned by WCS and/or WCG.

WILLIAMSON COUNTY GOVERNMENT

- Williamson County Government consists of (*but is not limited to*) the following departments: Property Management, Solid Waste, Ag Expo Park, Parks and Recreation, Sheriff, EMS, Peytonsville Volunteer Fire Department, and various other departments all of which have different types of utility and maintenance vehicles along with automobiles.
- Williamson County Government has approximately 500 (+/-) vehicles, gas and diesel combined.
- Usage is approximately 200,000 gallons each year (includes both gas and diesel). Approximately 64% of usage is gasoline and 36% diesel.
- Approximately 160,000 (38%) gallons are on site bulk purchases, the remainder of usage is from locations throughout Williamson County and surrounding areas, at various locations.

> The entire value of the WCG portion of this project is approximately \$ 1,000,000.00 annually.

- **Williamson County Government Onsite tanks** are located at the following locations:
- Williamson County Landfill, 5750 Pinewood Road, Franklin, TN 37064
- WCG Ag Expo Park, 4215 Long Lane, Franklin, TN 37064
- Williamson County Administrative Complex, 1320 West Main Street, Franklin, TN 37064
- Williamson County Office of Public Safety, 304 Beasley Drive, Franklin, TN 37064
- Peytonsville Volunteer Fire Department, 4950 Harpeth-Peytonsville Rd., Thompson Station, TN 37179
- **Visits to onsite tank locations are strongly advised prior to bid submittal, as you will need to include in your bid any upfront costs that would be required to contract with your company for fuel services.**

- Please provide, along with your list of fueling locations in Williamson County, a list of locations outside of our County. Several Williamson County departments require work related travel to various locations, both in state and out of state.
- Each County Department must receive a separate detailed bill on a monthly basis. WCG Purchasing Agent must receive a courtesy copy via email each month.
- Williamson County Government will have a separate contract, a sample contract for Williamson County Government is included (at the end) of this RFP package.

WCG Tanks All the tanks, connective pumps and related gauges and measuring equipment belong to the owner WCG. There appears to be no card readers or modems at any of these locations presently. Fuel purchases are not bought on consignment as with WCS...All related maintenance, monitoring, inspection, and repair cost of onsite tanks are the responsibilities of the owner WCG.

WILLIAMSON EMC

EMC fuel is approximately:

GASOLINE 110,000 gallons annually

EMC is currently using approximately 24 fuel cards. All fuel is purchased at retail locations.

FRANKLIN SPECIAL SCHOOL DISTRICT

Franklin Special School District maintains a fleet of school buses, utility / maintenance trucks. The approximate inventory consists of:

SCHOOL BUSES 40 OTHER VEHICLES 20

Franklin Special School District purchases approximately **300,000 – 350,000 gallons of fuel** annually. The breakdown of these purchases consists of approximately:

DIESEL 85% GASOLINE 15%

➤ The entire value of the FSSD portion of this project is approximately \$1,500.00 annually.

100% of the total volume purchased by FSSD is through the current vendors government fuel center on Fairground Street in Franklin. FSSD has approximately 30 employees that are authorized to purchase fuel. It is important to note that under the provisions of this RFP and resulting award(s) FSSD shall be solely financially responsible for their respective purchases.

GRAND TOTAL APPROXIMATE ESTIMATES IN DOLLARS OF THIS PROJECT

Williamson County Schools.....	\$2,500,000
Williamson County Government.....	\$2,000,000
Franklin Special School District.....	\$1,500,000

Annual Usage Grand Total all entities APPROXIMATELY \$6,000,000.00

SPECIFICATIONS

With fuel being a vital resource to both the School Districts and the County's operations the following specifications are vital for the successful administration of our fuel program. All companies that can provide the commodity within the guidelines set forth are encouraged and invited to submit a proposal.

1. The awarded proposer must provide, convert, maintain install and or take "operational" ownership of fuel pumps (as needed). They must provide the most current and up to date technology and electronic fuel inventory monitoring and tracking systems available. WCS currently owns the on-site tanks; however, the awarded proposer will inspect the tanks regularly and assist in providing maintenance guidance to WCS personnel when needed. The awarded proposer must also provide cable modems/card readers, fuel gauges.
2. The successful proposer is 100% responsible for the up-keep and maintenance of the WCS on site pumps and maintaining an adequate supply in the tanks at all times. The awarded proposer will also be responsible for the safety and up-keep of the pumps, tanks and any other related items, and shall also be 100% compliant with all rules regulations, codes, and laws pertaining to such.
3. The successful proposer will ensure that there is a minimum of (18) retail fueling sites geographically dispersed throughout Williamson County that provide both unleaded gasoline and diesel fuel. It is imperative that fuel stations be located in the following communities: Brentwood, College Grove, Fairview, Franklin, Spring Hill, Nolensville and Thompson Station. Additionally, a minimum of (2) sites with 24/hour 7 days per week service operation is required in central Williamson County.
4. All WCS fuel purchases will be made through fuel cards and billed monthly. (Both retail establishment purchases and WCS on site consigned purchases).
5. For WCG and WMC fuel purchases at retail establishments using fuel cards should be billed monthly. WCG on site tanks – are bulk fuel purchases - billed to WCG in the month the fuel is purchased.
6. In terms of Managing our accounts ...Internet access to account information for WCS account management analysis is a must. Awarded bidder must keep cards and user records up to date and the program must maintained to the best possible level to avoid theft and fraud. The latest technology for this commodity should be included to help all entities keep accurate records and minimize any potential fraud or other problems.
7. Unless requested differently, WCS, WCG and FSSD – require one consolidated itemized bill per month should be submitted for payment. The purchases should be broken down by department and by card number for appropriate allocation of the expenses- related to all overhead items (i.e., modems, card readers, fuel gauges) are captured in the bid-mark up.
8. **The successful proposer will designate at least one experienced Account Representative to handle all customer service and billing issues related to WCS , WCG & FSSD accounts.**

9. WCS authorized personnel must have the ability to immediately cancel and /or replace fuel cards as necessary. WCS requires the ability to order additional cards resulting from loss, damage, or theft via the internet. Additionally, we require the ability to cancel cards and update PIN information via the internet. WCS has applied a comprehensive program to manage the fuel purchases and the awarded bidder should have the technology to accommodate all needs concerning card management.
10. The awarded proposer should have the latest technology and the ability to track fuel purchases. In addition, fraud alert systems should be in place and monitored. Strict safeguards should be built into the system to prevent fraud whenever possible.
11. Proposal bid cover sheets are to be based upon four specific responses. Freight (laid in delivery charges) must be included as overhead cost – captured in the bid mark-up price. each of the scenarios. WCS will accept both daily OPIS average or weekly OPIS average newsletter-Thursday posting. Therefore, the mark-up that the proposing company is providing in their proposal submission will be a mark-up based on either average. The proposer must specify which OPIS average will be utilized in their annual contract.
12. The awarded fuel program allows the exclusive purchases of diesel, regular unleaded fuel only. Ancillary services and/or products are not allowed in the program. The successful proposer must have the ability to “block” all other purchases including premium fuels so that drivers do not mistakenly purchase this unapproved premium grade. WCS is not interested in a tax rebate situation. We require recognition of our tax-exempt status at the time of the purchases and monthly invoicing.

TABLE OF OWNED FUEL TANKS FOR
WILLIAMSON COUNTY SCHOOLS
&
WILLIAMSON COUNTY GOVERNMENT
ARE ON THE FOLLOWING PAGE
Note: FSSD does not own any tanks at the present time.

WILLIAMSON COUNTY SCHOOLS OWNED FUELING LOCATIONS

Name of Property	Number of FCT's Needed at this site	Tank	Fuel Grade	Tank Size & Tank Type (AST or UST)	Current # and Type of Fuel Pumps for this Grade (ie. X single hose pumps)	Total # of Dispenser Nozzles (meters) for this Grade	Est. Annual Gallons for this Fuel Grade	Description of current ATG Equipment in place owned by WCS - WCG (List Type of ATG equipment in place)
WCS Transportation Department 1771 West Main Franklin, TN 37064	1	Tank 1	Diesel	10,000 UST	1 single hose	1	40,000	Advanced Telemetric
		Tank 2	Diesel	10,000 UST	1 single hose	1	40,000	Advanced Telemetric

WILLIAMSON COUNTY GOVERNMENT OWNED FUELING LOCATIONS

Williamson County Administrative Complex 1320 West Main St. Franklin, TN 37064	1	Tank 1	Unleaded	3,000 AST	1 Single Hose	1	16,000	Morrison Bros.
		Tank 2	Diesel	2,000 AST	1 Single Hose	1	2,500	Morrison Bros.
Solid Waste 5750 Pinewood Road Franklin, TN 37064	1	Tank 1	Unleaded	2,000 AST	1 Single Hose	1	7,000	Gasboy 721192
		Tank 2	Diesel	10,000 AST	1 Single Hose	1	115,000	Gasboy 9153
Ag Expo Park 4215 Long Lane Franklin, TN 37064	1	Tank 1	Unleaded	500 AST	1 Single Hose	1	1,000	N / A
		Tank 2	Diesel	500 AST	1 Single Hose	1	2,900	N / A
Office of Public Safety 304 Beasley Dr. Franklin, TN 37064	1	Tank 1	Diesel	8,000 AST	1 Single Hose		16,000	Highland - Fireguard
Peytonsville VFD 4950 Harpeth-Peytonsville Rd. Thompson Station, TN 37179	1	Tank 1	Diesel	1,000 AST	1 Single Hose	1	1,000	Modern Welding

Visits to onsite tank locations are strongly advised prior to submitting a proposal to obtain information needed to include in the sealed envelope that includes any/all upfront costs that would be required to contract with your company for fuel services.

REGARDING ON-SITE FUEL TANKS

This Fuel is provided and sold strictly on a consignment basis only.

- The proposer must reflect in their bid submission for WCS onsite tank locations the installation and /or conversion of high-quality new card reading equipment, modems / transmitting equipment and accurate measuring (probes, gauges etc...) if necessary to maintain the business.
- Additionally, the bid submission must reflect the awarded proposers operating, maintaining and providing complete responsibility of this type of equipment. WCS shall not be responsible for any of this equipment.
- WCS and WCG (owners) will continue to own and maintain the actual tanks, connective piping and fuel pumps.
- It is primarily our desire and intent to award the entire fuel program for WCS, WCG & FSSD to one successful bidder. With that being said based on the proposals submitted, if the bids come in unfavorable for any one category (i.e. WCG onsite tanks) then we the owners reserve the right to exclude certain categories in the actual awarded contract.

EMERGENCY & FUEL SUPPLY SHORTAGES

Proposers will be required to explain on the proposal cover sheet their ability to provide assurances of adequate fuel supply during any emergency or fuel shortage. It is critical for WCS, & FSSD to function during emergencies. It is also vital & critical WCG function, including law enforcement agencies and emergency management departments during these urgent times of unexpected and sudden events.

THE EVALUATION PROCESS

WCS expects proposers to submit competitive responses to this RFP that will meet WCS, WCG & FSSD requirements identified in the RFP specifications. Based solely on proposer's responses to this RFP, Williamson County Schools plans to negotiate final terms and details with the awarded proposer for the fuel program purchases. WCS, WCG & FSSD reserve the right to deny all proposals if it is in the best interest of the districts. Potential proposers should complete all proposal cover sheets and should make any changes or clarifications to proposals before submitting for evaluation. WCS shall accept all proposals that are properly submitted; However, it reserves the right to request clarifications or corrections to proposals. Acceptance of a proposal by Williamson County Schools, Williamson County Government or FSSD offers no rights upon the proposer nor obligates any entities in any manner.

Questions concerning WCS, WCG or FSSD for this RFP should be directed to skipd@wcs.edu

Questions must be submitted in an email in writing. All questions will be answered in the form of an addendum which will be provided to all who have requested these documents. No further questions will be taken after the cut-off date of Friday, April 21, 2023. If addendums are required, the final Addendum will go out on or before Monday, April 24, 2023 at 3:00 pm.

**PROPOSAL COVER SHEET
PAGE 1**

**Williamson County Schools
Williamson County Government
and Franklin Special School District**

**REQUEST FOR PROPOSAL # 1309 FUEL PROCUREMENT PROGRAM
April 2023**

This Proposal Cover Sheet must be attached as the first page of the submitted bid packet.

I, _____, (Name) _____ (Title), verify that I have carefully read the specifications, terms, conditions and instructions contained within this document and that I understand, acknowledge and agree to all the language set forth in this document. Therefore, by signing this document and submitting a proposal in a sealed envelope for this project, I fully acknowledge, understand and accept the language contained within this RFP document.

Notice to Proposer – *If you find any of the language, terms, conditions or specifications unacceptable then please do not bid or submit a bid package for this project.*

Company Name: _____

Address: _____

Phone Number: _____ Email _____

SIGNATURE

DATE

PRINT NAME

TITLE IN ORGANIZATION

ITEM I: Please indicate your company's basis for determining the raw rack price for this proposal submission. Note, which ever method is selected the awarded proposer must utilize this selection throughout the entire term of the contract. Only one of the 2 methods may be selected.

Daily average OPIS _____ OR Weekly Average OPIS newsletter-Thursday posting _____

ITEM II: Fuel cost quotes are based on cents per gallon (fixed) above the OPIS daily average or OPIS weekly average that shall remain in effect for the term of this contract...The proposed mark-up is one fixed rate that should cover and capture any and all related overhead costs (i.e. *conversion costs, pumps and related equipment*) for each category listed below.

Proposed prices shall apply to both diesel and unleaded gasoline.

- A. WCS, WCG & FSSD (combined) retail fuel purchases...mark-up bid cost is..\$ ____ per gallon
- B. WCS consigned onsite fuel purchasesmark-up bid cost is.....\$ ____ per gallon
- C. WC Government bulk fuel purchases for onsite tanks mark-up bid cost is\$ ____ per gallon

**WCS - RFP # 1309
PROPOSAL COVER SHEET
PAGE 2 (SECTION I)**

Company Name: _____

Address: _____

SIGNATURE

DATE

ITEM III: Can your company provide fuel during an emergency? ____ YES ____ NO

If yes, (*then in no more than 2 pages*) attach an explanation of your company's contingency plan and the ability to provide continued fuel supply during times of emergency natural disaster, fuel crisis or shortages...Explain any expected cost to WCS, WCG or FSSD in the event fuel is not available locally within the Middle Tennessee fuel market and explain proposer's ability or access to fuel supply outside the State of TN if deemed necessary in an extreme shortage or crisis.

ITEM IV: Please answer the following questions concerning the technology and functionality of your company's fuel program.

1. Can the card assigned to a vehicle be used at a fuel station or onsite pump? __yes __ no
2. Will WCS/WCG/FSSD be allowed to order and or cancel cards online in short steps __yes __ no
3. Are drivers PIN numbers added and canceled online by our organizations? __ yes __no
4. Is your company's fuel program user friendly with advanced search capabilities? __ yes __ no
5. Will WCS/WCG/FSSD be able to purchase DEF fluid at all your fueling stations? __ yes __ no
6. Does your computer technology allow a breakdown of types of fuel pumped by each department during the month? __ yes __ no
7. Will our organizations be capable of going online to see our daily charges for fuel? __ yes __ no
8. Do fuel cards have the technological capability of limiting purchases to specific brands? __ yes __ no
9. Does your companies' invoices break down and show details on the vehicle number and the individual who purchased the fuel (by determining the PIN number)? __ yes __ no
10. What are your local customer service hours? _____
11. How are transactions processed at the proposers fueling sites if the processing network is down or unable to function for any reason?

ITEM V: On the following pages provide valid references from 2 companies or government entities that are at least of similar size and scope of WCS / WCG & FSSD (or larger) ...In this section – provide accurate and current information – name of organization, primary contact person, address, phone and e-mail address.

▶ **A SEPARATE CONTRACT FOR THIS AWARDED RFP WILL BE PROVIDED BY WILLIAMSON COUNTY SCHOOLS TO COVER WCS PORTION OF THE AWARDED DETAILS.**

▶ **A SEPARATE CONTRACT FOR THIS AWARDED RFP WILL BE PROVIDED BY FSSD TO COVER THEIR PORTION OF THE AWARDED DETAILS.**

▶ **THIS DOCUMENT HAS INFORMATION REGARDING THE AWARD OF A WILLIAMSON COUNTY GOVERNMENT AND WILLIAMSON EMC CONTRACT WHICH IS THE SOLE RESPONSIBILITY OF THE AWARDED VENDOR AND WCG**

PAGE THREE

**Williamson County Schools, Williamson County Government and Franklin Special School District
WCS - RFP # 1309
FUEL PROCUREMENT
April 2023**

Proposers Company Name: _____

REFERENCES:

1. Name of Organization or Company _____
Address _____
Primary Contact Person _____ Phone _____
E-Mail Address _____

2. Name of Organization or Company _____
Address _____
Primary Contact Person _____ Phone _____
E-Mail Address _____

CONTINGENCY PLANS:

In this section provide contingency plans and describe your ability to provide continued fuel supply during times of emergency natural disaster, fuel crisis or shortages. *(Attach additional pages to this section if necessary).*

END OF SECTION I

**THE NEXT FEW PAGES OF THIS RFP CONTAIN THE FORMS TO BE INCLUDED IN THE
SEALED ENVELOPE WITH THE PROPOSERS BID SUBMITTAL**

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ County of _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he is familiar with the employment policies of the Contractor and as the _____ of Contractor. Affiant states that by Contractor’s employment policy, standards, and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Contractor is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 20__.

Notary Public

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer of five (5) or more employees contracting with Williamson County government to provide construction services, hereby states under oath as follows:

- 1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
- 2. The Company submits this Affidavit pursuant to *Tenn. Code Ann. § 50-9-113*, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
- 3. The Company is in compliance with *Tenn. Code Ann. § 50-9-113*.

Further affiant sayeth not.

Principal Officer

STATE OF _____
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this ____ day of _____, 20__.

Notary Public

My commission expires: _____

CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of employer contracting with Williamson County Board of Education to provide services having direct contact with children or access to grounds of a Williamson County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of (hereafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-4 13 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of investigation and the Federal Bureau of investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught. Principal Officer

STATE OF COUNTY OF ..

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the of _____

and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this day of _____, 20__

Notary Public

My commission expires:

Ethical Standards Affidavit

State of _____

County of _____

Ethical Standards Affidavit. After first being duly sworn according to law, the undersigned ("Affiant") states that he/she has the legal authority to swear to this on behalf of _____ ("Contractor"); that no part of any other governmental monies provided for the services or products contemplated in this Contract which was received from the State of Tennessee or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as a Contractor, officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any Services or Work contemplated or performed relative to this Contract. Affiant and Contractor further swear that no Federal, State, or County appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any Federal, State, or County contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or County contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

State of _____

County of _____

Before me, the undersigned, a Notary public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in _____, Tennessee, this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Contract.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

State of Tennessee
County of Williamson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in Franklin, Tennessee, this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____ ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**CERTIFICATION of COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq. ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/ contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name/Printed Name of Authorized Officer

Signature of Authorized Officer

STATE OF TENNESSEE

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this ___ day of _____, 20__.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, authorized representatives of each party to this Contract, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

SECTION II

WILLIAMSON COUNTY GOVERNMENT FUEL PROCUREMENT PROGRAM CONTRACT TO BE COMPLETED AFTER THE PROJECT IS AWARDED

THIS CONTRACT ("Contract") for a fuel procurement program is entered into by and between WILLIAMSON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and _____ located at _____, concerning the periodic purchase of fuel, including both gasoline and diesel.

This Contract incorporates the following affidavits by reference and made a part hereof:

1. **Fair Employment Affidavit**
 2. **Ethical Standards Affidavit**
 3. **Drug-Free Workplace Affidavit**
 4. **Illegal Immigration Attestation Affidavit**
 5. **Business Tax and License Affidavit**
 6. **Iran Divestment Act**
- 1.) Contractor agrees to provide the material, labor, expertise, equipment, and tools necessary for the procurement and distribution of petroleum products, and all related services and products ("the products and services") which is more particularly described in the request and response for proposals dated _____ ("Proposal") which may be amended by written change order signed by both parties.
 - 2.) Contractor shall furnish all material, labor, equipment, infrastructure, and tools necessary ("Work") for the satisfactory provision of petroleum products as further described in the Proposal submitted by Contractor dated _____ (hereinafter designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this Contract and any provision or terms contained in the Proposal or any other document provided by or on behalf of Contractor, the terms set forth in this Contract shall govern and control.
 - 3.) The term of this Contract shall begin on July 1, 2023 and extend to June 30, 2024 unless this Contract is otherwise terminated as provided herein. This Contract may be extended for four (4) additional one (1) year terms. The option to extend shall be exercised and in the complete discretion of the Williamson County Mayor. To be effective, any extension must be approved by the County Attorney and the County Budget Director and signed by the Williamson County Mayor. The maximum term of this Contract, including extensions, shall not exceed five (5) years. Should this Contract be terminated by either party prior to the Contract expiration, such termination shall not affect or excuse the performance of Contractor under any provision of this Contract and any transactions in effect prior to the termination of this Contract shall remain in effect until Contractor has fulfilled its obligations with respect to the outstanding transaction. Contractor is required to submit to County a Certificate of Insurance and Performance and Payment bond prior to commencing Work meeting the minimum specifications of the Williamson County Risk Manager.
 - 4.) County shall pay to Contractor the Fuel Fee further described in Contractor's response for the provision of Fuel and the timely performance of its obligations hereunder. County shall pay Contractor per load for the Fuel that is delivered to the Fuel Tanks. The Fuel Fee for all Diesel, Gasoline, and Unleaded Gasoline purchased by County shall be:
 - a. Retail fuel purchases shall be a mark-up cost of ____ cents per gallon;
 - b. Onsite fuel purchases shall be a mark-up cost of ____ cents per gallon.

The Fuel Fee shall not be modified except by a properly executed amendment as provided for in this Contract. The price shall remain fixed for the duration of this Contract including all extensions unless an increase in the price is mutually agreed upon by the parties for extenuating circumstances. County shall pay the Fuel Fee to Contractor in accordance with the procedures set forth in this Article. On or before the 10th day of each month, but no more frequently than once monthly, Contractor may submit an invoice for payment for the period ending on the last day of the prior month. Williamson County shall pay the Fuel Fee within thirty (30) days of receipt of the Fuel.

- 5.) If County wishes to terminate Contractor for cause due to the failure of Contractor to perform as required under this Contract and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances or the Work is not performed in full compliance with all applicable regulations and standards, then County must provide Contractor with written notice of said failure to perform. County must give ten (10) working days from Contractor's receipt of the Notice to Cure for which Contractor shall cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, County may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure or take reasonable action to commence to cure before County can terminate this Contract. If this Contract is terminated for cause, County may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the Work under this Contract or to supplement the Work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to Contractor; and if such cost shall exceed the balance due to Contractor, then Contractor shall pay the difference to County within thirty (30) days of receipt of invoice.
- 6.) County may issue subsequent modifications to the Purchase Order(s) for additional Work that was not known or included in the Specifications that are found to be needed during the Work to complete the Work over and above the amount set forth in this paragraph and in Exhibit A. Contractor must seek and obtain written approval from County before performing Work that is in addition to the Work provided in the Specifications. County must provide Contractor written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. Contractor is not obligated to perform additional Work until written modification has been received from County. Incidental additional Work performed by Contractor without County's consent will be evaluated and considered for payment based upon the Work's merit and the availability of funds appropriated for the Work. If County determines the incidental additional Work was not included in the original scope of the Work but was required for Contractor's uninterrupted performance in fulfillment of this Contract, then County, subject to the availability of approved funding, will approve Contractor's request for payment for incidental additional Work.
- 7.) All the Work done under this Contract shall be performed under the oversight of **Kevin Benson**, the County's Property Manager. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addresses set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt. All items shall be shipped F.O.B. Destination.
- 8.) In addition to all other rights of County, should Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the Work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, County shall have the right to immediately suspend all Work, or any part thereof under this Contract, upon County's issuance of a stop work notice to Contractor and Contractor's confirmed receipt of the stop work notice. The Work shall continue to be suspended until such time as County and Contractor have come to a mutual agreement on how the Work under this Contract shall proceed. Should Contractor continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality or fail in any respect to prosecute the Work herein described with promptness and diligence or fail in the performance of any of the agreements

contained herein, then County may, after following the procedures listed in Section 5 above, terminate this Contract for cause and seek all legal remedies available under the law.

- 9.) Contractor shall indemnify, hold harmless, and defend County from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against County by reason of any negligent act or omission of Contractor, its agents, its subcontractors, or its employees, in the execution of the Work herein contracted for. Further, Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from any claims, damages, penalties, costs, and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 10.) Contractor or the County have the right to request and may be granted a Termination for Convenience at any time from the Contract obligations if there is a joint determination from both the County and Contractor that the termination is in the best interests of both parties. Under a Termination for Convenience, Contractor shall be reimbursed for all justifiable costs including price of supplies, and services delivered Contract or Purchase Order.
- 11.) Contractor shall comply with all legal requirements applicable to the Work and shall obtain and pay for all required permits, fees, and licenses customarily obtained by a contractor or otherwise required to perform the Work in accordance with all applicable laws, building codes, and local ordinances. Any required permits for sites used for the disposal and/or stockpiling of material must be obtained, and copies must be provided by Contractor to County before the Notice to Proceed will be issued. Contractor shall be responsible for any costs of moving, storing, and transportation of the materials, including illegally stored materials.
- 12.) If the Work involves costs exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman, or mechanic employed by Contractor for performance of the Work herein described or by the subcontractor to the degree required by applicable law, shall be paid not less than the minimum rate of pay for the applicable pay classification. Contractor and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. Contractor and its subcontractors shall deliver to County a certified copy of their respective payrolls, within two (2) weeks of County's request, for each pay period requested by County.
- 13.) Changes to the Work may be modified by County by providing written notification to Contractor. Contractor agrees to cooperate in good faith with County to amend this Contract to account for the change. Should the change cause an increase in the compensation amount specified in the change order then the change must be evidenced by a completed and signed change order form. To be authorized and implemented, all change orders shall be signed by the Williamson County Mayor. Prior to final payment, a statement shall be prepared by Contractor and approved by the County Mayor which reflects all changes to the compensation. Contractor's execution of the change order shall constitute Contractor's warranty to County that the surety has been notified of and consents to such change order, and the surety shall be conclusively deemed to have been notified of such change order and to have expressly consented thereto.
- 14.) Contractor has been employed under this Contract as an independent contractor to perform its portion of the Work. Contractor agrees that no authority has been conferred upon it by County to hire any person(s) on behalf of the County, and County undertakes no obligation of any sort to Contractor's employees or subcontractors. It is understood and agreed that Contractor shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. Contractor will also comply with all laws concerning qualification to do business and engage in the Work involved under this Contract and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.

- 15.) Notwithstanding any other provision of this Contract, during the performance of this Contract, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Contract does hereby covenant and agree, that no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Contractor, if required by applicable law, agrees to execute the Fair Employment Affidavit included in this Contract evidencing Contractor's compliance of this policy.
- 16.) County shall not be considered to have accepted possession of the Work under this Contract until a notice of completion is issued to Contractor by County or County's representative, or payment of the full Contract compensation is received by Contractor, unless the parties otherwise mutually agree.
- 17.) Contractor, at all times during the performance of its Work under this Contract, shall keep the project site, grounds, and roof tops surrounding the project site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the Work under this Contract, Contractor shall promptly remove all its waste materials and rubbish from and about the project site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the project site "Broom Clean" or its equivalent.
- 18.) The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Contractor may provide. The parties agree that the proper venue for action, suit, or other litigation arising under this Contract shall lie in the courts of **Williamson County, Tennessee**. In the event legal action is instituted to enforce this Contract, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party.
- 19.) Contractor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Contract and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with County.
- 20.) Nothing contained in this Contract shall be construed as binding County to expend any sum in excess of appropriations made by the County's Legislative Body for the purposes of this Contract, or as involving County in any contract or other obligation for the further expenditure of money in excess of such appropriations.
- 21.) Contractor understands that County is subject to the Tennessee Open Records Act. This may require County to provide requested documents to members of the public or press including, but not limited to, a copy of this Contract. Compliance by County with the Open Records Act shall not be a breach of this Contract.
- 22.) Contractor shall maintain documentation for all charges against County. The books, records, and documents of Contractor, insofar as they relate to Work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.
- 23.) Contractor warrants that all Work provided under this Contract by Contractor, its employees, subcontractors, or any other third party operating under the guidance or on behalf of Contractor shall be consistent with that level of care and skill ordinarily exercised by other similar contractors or entities providing similar Work. Contractor warrants that all labor furnished by it or any other subcontractor,

employees, or third parties under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only high-quality results, that all materials and equipment provided shall be new and of high quality, that the completed Work will be complete and of high quality, and that all Work strictly complies with the requirements of this Contract.

- 24.) Except as set forth in this Section, any failure or delay by a party in the performance of the obligations under this Contract arising from fire, flood, earthquake, elements of nature or acts of God, wars, riots, pandemic, civil disorders, rebellions, or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party ("Force Majeure Event") shall not be a default under this Contract or grounds for termination except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternative sources, workaround plans, or other means. The occurrence of any event affecting Contractor's representatives, suppliers, subcontractors, customers, or business apart from this Contract is not a Force Majeure Event under this Contract. The non-performing party must notify the other party of any delay caused by a Force Majeure Event that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in the non-performing party's performance longer than forty-eight (48) hours, the performing party may, upon notice to the non-performing party: (a) cease payment of any fees until the non-performing party resumes performance; or (b) immediately terminate this Contract, in whole or in part, without further payment or obligation to perform. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the non-performing party continues to use diligent, good faith efforts to resume performance without delay.
- 25.) Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day. Notices shall be addressed as follows:

If to Contractor: _____

If to County: Williamson County, Tennessee
Attn: Kevin Benson
1320 West Main St., Suite 103
Franklin, TN 37064

- 26.) This Contract shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of the County and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

[SIGNATURE PAGE AND AFFIDAVITS TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this Contract, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

CONTRACTOR

By: _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WILLIAMSON COUNTY, TENNESSEE

By: _____
Rogers Anderson, County Mayor

Date: _____

By: _____
Phoebe Reilly, Budget Director

By: _____
Kevin Benson, Property Manager

By: _____
Wayne Franklin, Risk Manager

By: _____
Williamson County Attorney