



**Request for Proposal (“RFP”)**  
**Aviation Fuel Supply and Associated Services for**  
**The Brenham Municipal Airport**  
**City of Brenham, Texas**  
**RFP NO. 23-001**

EVENT	DATE
Issuance of RFP	Tuesday, October 4, 2022
1 <sup>st</sup> Publication Date	Tuesday, October 4, 2022
2 <sup>nd</sup> Publication Date	Tuesday, October 11, 2022
RFP Question Deadline (5:00 p.m.)	Friday, October 14, 2022
Deadline to Request Electronic Submission (2:00p.m)	Monday, October 17, 2022
RFP Submission Deadline ( <b>10:00 a.m.</b> )	<b>Tuesday, October 18, 2022</b>
Possible City Council Consideration/Award	Thursday, November 3, 2022

## **INTENT**

The City of Brenham (“City”) is soliciting proposals for a provider to supply Aviation Fuel to the Brenham Municipal Airport (“Airport”) with the following definitions, term, and general conditions of submitting proposals. Upon City’s acceptance of a Proposal and issuance of a Purchase Order or Notice to Proceed, the Request for Proposal (RFP) Response Form, included herein as Attachment “A”, shall be incorporated into the agreement between the Parties.

The successful proposer must meet all requirements of the RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the goods and services specified in the RFP. The term “proposer” as used in this RFP shall be deemed include, in the applicable context herein, the successful proposer that is awarded the contract pursuant to this RFP.

# SECTION I: INSTRUCTIONS TO PROPOSERS

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## 1. SCOPE

The City of Brenham requests proposals to establish an agreement with an aviation fuel provider to:

Furnish and deliver to the Brenham Municipal Airport (“Airport”) 100 Low Lead (100LL) Av Gas and Jet-A Fuel with additive as further described in the Technical Specifications of this RFP.

Establish a long-term relationship to provide support to the City of Brenham and the Brenham Municipal Airport; and

Provide other business support including but not limited to:

- Credit Card and point of sale (“POS”) equipment to be used by the City of Brenham
- FBO Software
- Lease to Purchase equipment – QTPod M4000
- Fuel cost guarantee
- Fuel Quality Control
- Liability Insurance
- Training and Professional Fuel Handling
- Refueler Trucks – one (1) 3,000-gallon truck for Jet-A, and one (1) minimum capacity 750-gallon truck (or as available) for 100LL Av Gas
- Branding Partnership, other marketing, sales aids, or assistance
- Co-Op Programs
- Signage

## 2. QUANTITY

Quantities indicated in this RFP are estimated and are not to be construed as a firm quantity obligation to the city. The amounts purchased may be greater or less than the estimated quantity. Brenham Municipal Airport’s goods and services will include AvGas (100 LL) that meets the requirement of ASTM specification D910 (latest edition) and Jet-A with additive that meets ASTM specification D1655 (latest edition). Estimated quantities are listed on the following most recent five-year historical usage at the Airport:

**No minimum or maximum amount is guaranteed during the original term or any renewal term.**

## Most Recent Five-Year Historical Usage for Aviation Fuel at Brenham Municipal Airport:

CALENDAR YEAR	JET-A (GAL)	AVGAS 100LL (GALS)	TOTAL **
*2022	75,610	15,668	91,278
2021	156,345	46,607	202,952
2020	119,670	44,471	164,141
2019	157,357	59,943	217,300
2018	105,848	23,795	129,643

*\*2022 Data represents annual flowage as of August 2022*

*\*\*Quantities provided represent annual flowage as provided by Fixed Based Operator(s).*

The airport will have the capacity for receiving and storing 12,000 gallons of 100 LL AvGas and 12,000 gallons of Jet-A at the ongoing Fuel Farm installation by Bassco, Inc., anticipated for completion November 2022. A complete set of engineered plans for the Fuel Farm Installation is available upon request. See contact information on Page 11.

Fuel will be ordered and received in 7500-to-8500-gallon bulk tanker loads. Fuel will be purchased on an as-needed basis with no guaranteed maximum or minimum. The city reserves the right, in its sole discretion, to purchase fuel in less than full tanker loads.

**Annual quantities are not known at this time and will vary from year to year.**

### Minimum Requirements, Specifications

Proposer warrants all products, equipment and services supplied shall conform to the specifications contained in this RFP and /or all warranties, and further warrants that any and all products, services and equipment provided are free from any and all claims of any kind including but not limited to infringement of patent, copyright, trademark, trade names and/or right of privacy and publicity. Any substitutions not properly reviewed and authorized by the city may be considered defective and rejected. This section is an addition to any rights or warranties expressed or implied by law and any consumer protection claims arising from misrepresentations made by the proposer. This obligation shall survive termination of any agreement resulting from this RFP and does not constitute the exclusive remedy of the city, nor shall other remedies be limited to warranty or guarantee period.

All fuel supplied must be warranted to be free from contamination. The Airport Manager or a designated representative may refuse acceptance of any load that, in their sole opinion, may be contaminated. The city reserves the right to test the fuel quality upon delivery, prior to unloading. If test results show contamination, the entire load will be rejected. The Airport will not be responsible for any delivery fees of rejected loads. Acceptance of any loads by the Airport shall not relieve the successful proposer of its obligation to provide fuel free of contamination.

The fuel transport company delivering the fuel shall provide the following with each delivery:

- The refiner's seals shall be used to seal each compartment and the unloading valves on the trailer after the fuel is loaded. These seals will be removed by the airport personnel prior to test sample.
- The refiner's specification sheets must accompany each delivery.
- A manifest and bill of lading (BOL) – the BOL must include at a minimum information regarding product delivered, gross and net gallons and temperature at the time of receipt of load.

Proposer must identify the primary and backup fuel terminal locations. All deliveries must be made within 24-48 hours of order placement. Deliveries must be made by supplier transport truck or common carrier transport truck dedicated for aviation fuel only.

Proposer must supply a description of their quality control program, including onsite quality control inspections, tests, reports, and onsite technical assistance upon request. The description must note whether quality control is performed by the proposer directly or outsourced, the location of the quality control representative and an outline of the quality control program, as well as the forms provided and dealer costs, if any, upon request.

Proposer must detail credit card provisions including dealer costs and fees, reciprocal exchange with other oil companies and/or Visa/Master Card, and any other cards acceptance charges and fees. Proposer must provide a complete outline of service and sales forms included as part of the proposal, procedures for credit card acceptance and dealer costs of forms and any equipment. Please provide the name of the credit card processing company that will be used for the duration of this agreement.

Proposer's credit card system must allow for normal airport related charges in addition to fuel including, but not limited to, tie-down fees, overnight hangar rentals, call out fees, pilot supplies, catering, etc.

Proposer shall be responsible for any and all spillage which may occur during transit and/or unloading operations up to and including the unloading hose and the fill-tight connecting elbow. Any spillage must immediately be reported to the Airport Manager's office, and all clean up shall follow the applicable Environmental Protection Agency (EPA) and state guidelines and requirements. Failure to follow these requirements will result in immediate corrective action by the Airport and the successful proposer shall be responsible for any and all costs incurred by the City.

Proposer shall provide all credit card equipment and supplies necessary to process the transactions, including printer paper. The credit card system provide shall function as a clearinghouse for all credit cards specified. The proposer shall process all credit card transactions immediately, and funds shall be transferred to the City electronically within 72 hours in accordance with standard banking practices.

The proposer shall provide detailed reports to the airport on a regular basis, weekly or multiple times per week, for each charge listed by Date, Card Number, Batch, Transaction Number, gross amount, processing fee and amount due to airport.

Proposer shall provide credit card processing at no cost to the City for the oil company card associated with the fuel provided. All other credit cards shall be processed without markup and any associated fees charged by the issuing bank shall be passed directly to the city. Proposer shall provide adequate proof of compliance with this requirement within seven (7) calendar days of request by city.

Proposer must comply with all federal, state, county and municipal laws, ordinances, codes, and regulations pertaining to the materials and services specified in this RFP. Proposer shall be responsible for obtaining all necessary licenses and permits necessary to perform the work and provide the goods and services specified in this RFP.

Proposer shall replace or make necessary repairs to all property destroyed or damaged in the course of providing the goods and services specified in this RFP and shall exercise due care and diligence in adequately protecting all properties, both real and personal, from damage of whatsoever nature occurring on site or in the vicinity of the work. If the proposer neglects or fails to promptly make said repairs or resolve said damages, the city may make any and all required repairs to the satisfaction of the property owner or customer and the proposer shall promptly reimburse the city the resulting costs.

Proposer shall be responsible for ensuring constant availability of fuel for the airport.

### **3. PRICING**

Proposer shall determine and submit a fixed cost for the goods and services and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line charges shall be permitted for either response or invoice purposes.

Proposer's pricing shall be based on a posted Argus GC Mean for Jet-A and Platt's GC 93 PUL for AvGas 100LL, plus a differential. Fuel base price shall be the cost to the proposer, Free On Board (FOB) the refiner's depot. Differential shall include dealer markup plus cost of freight. The selling price shall be the total of the posted terminal price plus the constant/differential. The constant/differential, or the difference between the posted terminal price and the selling price, shall include all freight charges and proposer's profit margin. Constant must not include any state and federal taxes and fees, which must be listed separately. The constant shall remain firm for the full term including any renewal periods.

Proposer shall provide cost as of **Tuesday, October 4th, 2022**, for a full load of 100 LL and of Jet-A aviation fuels. The fuel base price shall be based on a cost commencing on **Tuesday, October 4th, 2022**, and shall remain within the time frame shown on the proposal. Proposer must include a statement showing the posted Argus and Platt's pricing within the specified time frame. The unit price on the proposal and on all documentation must show the per gallon price. Proposer must provide a full cost schedule for the previous twelve (12) months based on pricing commencing the first Tuesday of each month using Argus and Platt's to demonstrate history of the delivered wholesale of fuels specified by the city and identify the margin, transportation, taxes, etc. The wholesale pricing may vary depending upon market conditions. Invoices from the proposer must be accompanied by documentation supporting the wholesale price on each invoice.

The City will review transportation freight charges at three (3) month intervals on both 100 LL and Jet-A fuel, starting three (3) months from date of order. Requests for pricing re-determination shall be substantiated in writing in the form of a notarized letter from the proposer's supplier stating the percentage increase or decrease that is passed on to the proposer. This letter must be received by the Airport Manager no later than ten (10) days prior to the end of the three (3) month period to be considered. The City reserves the right to reject any and all requests for price re-determination that are not substantiated by the proposer's supplier as deemed in the best interest of the City. In any event, price re-determination requests shall not exceed the percentage increase to the proposer from its supplier.

Describe proposer's preferred computer management system and any other payment support systems. Proposer shall provide the City with one (1) License for the FBO management system, including updates, technical support, and training.

Proposer shall coordinate with the City prior to implementation to ensure that all services are fully operational.

Proposer shall provide support and training on the use of provided equipment to the City's staff three (3) days prior to implementation of the new contract. Proposer shall have a representative on site on day one of the new contract from 8:00 a.m. to 5:00 p.m. to answer questions, provide instructions and resolve concerns.

#### **4. LEASING OF REFUELING EQUIPMENT**

Proposer must provide a detailed description of lease programs available through proposer to include lease costs, model year, sizes of trucks availability for both Jet-A and 100LL, and estimated lead time for delivery. Provide maintenance items included. Program shall include flexibility to change refueler size and statement of availability of back-up refuelers to meet special needs, or temporarily replace refuelers out of service for mechanical repair.

Proposer must also provide assistance with a Lease to Purchase, or any other mechanism, for the acquisition of a QTPod M4000 Self-Serve Fueling Terminal.

#### **5. BRANDING AND MARKETING**

Proposer shall identify its fuel branding if any and describe the extent and associated benefits.

Proposer shall provide a complete outdoor signage plan proposal for any requested signage. Note that all signage must be permitted and approved by the City of Brenham Development Services Department prior to installation. All approved signage shall be installed at the beginning of the contract period at no additional cost to the City.

All branding required on rolling stock and buildings need to be provided at no cost to the City.

All regulatory type labelling and placards (i.e.: product identification, No Smoking, Flammable, Hazardous Materials ID labels) shall be provided at no additional cost to the City.

#### **6. TERM OF CONTRACT**

The Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed prices for a period of three (3) years, beginning on the date of award of contract. Upon completion of the term of the original contract and with mutual agreement of both parties, the contract may be extended for up to two (2) additional two (2) year terms (seven (7) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract is not executed on or before the anniversary date of the original term or any renewal term, the contract may be renewed on a month-to-month basis until a new contract is executed.

## 7. RFP DUE DATE

Proposers shall submit one (1) original and one (1) copy of their proposal on the RFP Submission Form provided by the City. The original proposal must be clearly marked “**RFP No. 23-001 -**” and include an original signature, in ink, in order to be accepted. Proposals must be received in the City Secretary’s Office no later than **10:00 a.m. (CST) on Tuesday, October 18, 2022.** It is the proposer’s sole responsibility to assure that the proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. The proposals will be opened and read aloud at 10:00 a.m. on Tuesday, October 18, 2022, in Conference Room 1C located at 200 W. Vulcan Street, First Floor, Brenham, Texas 77833. Any proposal received after **10:00 a.m. (CST) on Tuesday, October 18, 2022,** shall not be considered.

Proposals should be prepared simply, providing straightforward, concise description of the proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP.

<u>Hand-deliver to:</u>	<u>Mail to:</u>	<u>Ship to (FedEx, UPS, DHL, etc.):</u>
200 W. Vulcan Street	P.O. Box 1059	200 W. Vulcan Street
Suite 204	Brenham, TX 77834-1059	Brenham, TX 77833
Brenham, TX 77833	ATTN: City Secretary	ATTN: City Secretary

The City will accept electronic proposals via download into a secure electronic depository. **Proposals submitted by e-mail will not be accepted.** If a proposer would like to submit electronically, they must notify the City no later than 2:00 p.m. (CST) on Tuesday, October 17, 2022.

Notifications for electronic submissions must be sent to Kyle Branham, Purchasing and Fleet Supervisor, P. O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org). All e-mails must indicate **RFP No. 23-001 – Electronic Submission Request** in the subject line. It is the sender’s responsibility to verify receipt of email; read receipt is acceptable.

## 8. FORM

Proposals must only be submitted using the form(s) attached hereto as Attachment “A” and “B” and incorporated herein for all pertinent purposes. Proposers are required to submit one (1) Original and one (1) copy. All proposals submitted must be itemized with prices extended when applicable or appropriate. Proposers must return the entire original RFP document with their proposal.

## **9. ACCEPTANCE**

The City of Brenham reserves the right to accept or reject any or all proposals, to waive informalities, and to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a proposal may include but are not limited to the proposer's current violation of any City ordinance, the proposer's current inability to satisfactorily perform the work or provide the goods or services, or the proposer's previous failure to timely perform its obligations under a contract with the city. Proposers may be disqualified, and rejection of proposals may be recommended for any of, but not limited to, the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (if proposal bond required); or 6: Unauthorized alteration of proposal form. City reserves the right to waive any minor informality or irregularity.

## **10. EVALUATION AND AWARD OF CONTRACT**

The City has attempted to provide a comprehensive statement of requirements through this RFP for the services contemplated. Written proposals must present the proposers' qualifications and understanding of the work to be performed and goods and services to be provided. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a proposal, proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, proposers acknowledge that subjective judgements must be made by the City during this process.

The evaluation process may include but is not limited to the following steps. Steps might be omitted or reordered depending on the proposal evaluation requirements. For example, Best and Final Offers may be required prior to interviews and/or presentations. Discussions in accordance with the terms of this RFP may be conducted with proposers who submit proposals and who are determined to be reasonably qualified for the award of the contract. Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the Best and Final offers, revisions may be permitted after submission of the proposals and before the award of the contract. The contract shall be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this RFP.

## 11. BEST VALUE EVALUATION

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's proposal with regard to the requirements contained in this RFP.

1. The purchase price, including payment discount terms;
2. The reputation of the proposer and of the proposer's goods or services;
3. The financial strength and the proposer's goods and services;
4. The quality of the proposer's goods and services;
5. The extent to which the proposer's goods or services meet the City's needs;
6. The total long-term cost to the City to acquire the firm's goods or services; and
7. Any relative criteria specifically listed in this RFP.

Although the cost of the goods and services to be provided is an essential part of the proposal, the City is not obligated to award a contract on the basis of cost only. Evaluations for cost will be based on a comprehensive review of the entire proposal to ensure that proposal pricing aligns with the goods and services to be purchased.

## 12. EVALUATION FACTORS

<b>FACTOR</b>	<b>DESCRIPTION</b>	<b>POINTS</b>
<b>Cost</b>	Please see Attachments "A" and "B" RFP Form and Pricing Sheet	40
<b>Training in Professional Fuel Handling</b>	Score will be based on the quality, diversity, availability, and cost of training	10
<b>Lease of Re-Fueler Trucks/other equipment</b>	The lowest proposal will receive the maximum number of points for pricing and all other proposals will be compared to the lowest proposal to determine scoring.	20
<b>Credit Card Processing Fees</b>	The proposal with the lowest credit card processing fee will receive the maximum number of points	15
<b>Credit Card Processing Programs</b>	Scoring will be based on the number of credit cards proposer is able to process as well as details of the credit card processing program	10
<b>Support Services</b>	Scoring will be based on the additional support services offered as part of the proposal, including but not limited to support to the City, advertising and marketing efforts, etc.	5
	<b>TOTAL</b>	<b>100</b>

### **13. ADDENDA**

No person has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at [www.cityofbrenham.org/finance/purchasing](http://www.cityofbrenham.org/finance/purchasing). It shall be the responsibility of interested parties to check the website for addenda up to the proposal submission deadline.

### **14. CONTACT**

If any other information is needed concerning this RFP, please contact the following:

Kyle Branham, Purchasing and Fleet Supervisor, City of Brenham

[kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org)

Phone: 979-337-7537

200 W. Vulcan St. Brenham, TX 77833

PO Box 1059 Brenham, TX 77834-1059

## **SECTION II: GENERAL TERMS AND CONDITIONS FOR PROPOSAL**

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### **1. GENERAL TERMS AND CONDITIONS**

The Agreement shall incorporate the City's standard contract terms and conditions, attached hereto as "**Exhibit A**" to this RFP. Should any contradiction be found to exist between those terms and conditions and the terms and conditions of this RFP, the RFP will prevail.

### **2. INDEMNITY**

The Proposer agrees to indemnify and hold harmless the City of Brenham and its officers, agents, and employees from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done and goods and services provided by the Proposer, and including acts or omissions of the City of Brenham, its officers, agents or employees in connection with said Contract.

### **3. H.B. 1295 COMPLIANCE**

The Awarded Proposer for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the awarded Proposer utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed and submitted to the contracting government entity.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the proposer of Award by the City Council and request the completed Form 1295 within five (5) working days thereafter.

### **4. CHAPTER 2270 COMPLIANCE**

The Awarded Proposer for the contract shall comply with the requirements of Subtitle F, Title 10, Government Code Chapter 2270 and shall be required to provide written confirmation that the proposer:

Does not boycott Israel currently; and will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Brenham, Texas.

Pursuant to Section 2270.001, Texas Government Code:

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the proposer of Award by the City Council and request the required confirmation within five (5) working days thereafter. Confirmation shall, by reference, be included as a part of the contract.

## 5. INSURANCE

The awarded proposer shall obtain insurance as specified in Exhibit “A” of this RFP and shall maintain coverage in full effect through the duration of the contract. Certificates of Insurance shall be provided to the City within five (5) working days of formal notice of award by the City.

Insurance, at the coverage levels indicated in Exhibit “A”, is required of the proposer providing these contracted goods and services to the City. Certificates of Insurance must be provided no later than ten (10) working days following notice of award of contract. Certificates may be mailed to:

City of Brenham  
Robin Hutchens, Purchasing Specialist  
PO Box 1059  
Brenham, TX 77834

Or emailed to: [rhutchens@cityofbrenham.org](mailto:rhutchens@cityofbrenham.org).



**ATTACHMENT "A"  
RFP FORM**

**RFP No:** 23-001  
**Proposal Opening:** Tuesday, October 18, 2022  
**RFP Title:** CONTRACT FOR AVIATION FUEL SUPPLY AND ASSOCIATED SERVICES FOR THE BRENHAM MUNICIPAL AIRPORT

Submit to: Purchasing Services  
City of Brenham  
200 W. Vulcan St.  
Brenham, TX 77833  
Or  
P.O. Box 1059  
Brenham, TX 77834-1059

RFP Documents: Proposals must be submitted on this form only. Proposers are required to submit one (1) original and one (1) copy. Proposers must return the entire original RFP document with or without a response.

Proposals MUST be signed by an authorized representative of the company. Original signature required.

Name of Proposer \_\_\_\_\_  
(please print)

Authorized Signature \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

## ATTACHMENT “B”

### PRICING SHEET – 40 POINTS

Proposals must include a complete description of the fuel to be supplied, including the ASTM specifications. For Fuel types, refer to Table below.

Complete pricing below for all items proposal, noting only complete proposals will be considered

Line Item No.	Description	Quantity & Unit	Cost
	<b>Aviation Fuel:</b>		
	Aviation Gasoline, 100 Octane Low Lead	8,500 gallons	
1	a. Base price per gallon based on Platts GC 93 PUL		\$
2	b. Fixed differential added to fuel cost		\$
3	c. Federal Manufacturing, Deficit Reduction and Leaking Underground Storage Tanks (LUST) tax per gallon		\$
4	d. Superfund/Oil Spill Fee		\$
5	e. Ground Water Tax		\$
6	f. Fuel Freight Surcharge to Airport		\$
	Total price per gallon to the Airport (a-f) from refinery		\$
	Jet-A Jet Fuel with Additive - additive must be blended in Jet-A fuel in delivery transport prior to offloading in Jet-A tank at the airport	8,000 gallons	

7	a. Base price per gallon based on Argus GC		\$
8	b. Fixed differential added to fuel cost		\$
9	c. Federal Kerosene and Leaking Underground Storage Tanks (LUST) tax per gallon		\$
10	d. Superfund/Oil Spill Fee		\$
11	e. Fuel Freight Surcharge to Airport		\$
	Total price per gallon to the Airport (a-e):		\$
	<b>Additional Business Support Services:</b>		
12	<p>Processing of Credit Cards/POS equipment- proposal must include outline of credit card processing information and provision to provide POS, manual machines, etc. Proposer must define which major credit cards are accepted through proposer's system Details of all applicable credit card fees must be detailed below. Proposals must specify how charges will be billed (i.e., weekly, monthly, etc.) A detailed description of proposer's credit card processing program must be included with proposal. Attach additional pages and/or descriptive literature if needed.</p>		



15	Lease of fuel delivery vehicles - proposals must detail the cost to the City for lease of fuel delivery vehicles with a single fully certified minimum capacity of 3000 gallons of Jet-A fuel and with a single fully certified minimum capacity of 750 gallons of 100LL fuel - proposal must list monthly pricing; please list pricing for yearly rental if available.	a. Per month	\$
16		b. Per year	\$
17	Credit card fees - all charges associated with acceptance and processing of credit cards but not included in item #2 must be outlined below, including details of any limitations and/or requirements. List *all* cards accepted and specify any processing fees/charges for each type of card below (attach additional pages if needed) - even cards with no fees in addition to those listed in #2 apply must be listed:		
CARD TYPE - list all card processed; if no additional fees apply, indicate "N/C" in the FEE column. Attach additional pages if necessary.			FEE

Information below is required and will be considered in evaluation of Proposals.

*Note: If this information has been submitted with previous proposals, proposers may submit only information that has changed since last submission.*

1. Can your firm receive and process orders for deliveries 24/7? \_\_\_\_\_
2. Will your firm provide emergency service outside of normal working hours (8:00 a.m. to 5:00 p.m.)? \_\_\_\_\_
3. Specify billing frequency: \_\_\_\_\_ weekly \_\_\_\_\_ monthly \_\_\_\_\_ other  
Prompt payment discount? I.e., 1% 10 days? \_\_\_\_\_
4. Number of loading racks within reasonable proximity to the City of Brenham \_\_\_\_\_.

## TERMS AND CONDITIONS FOR BIDS

### Definitions:

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

### Instructions:

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

### Form:

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

### Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

### Late Bids:

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

### Acceptance:

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligation under a contract with the City.

Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to bidder's ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under contracts with the City, the bidder's compliance

with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

#### **Award of Contract:**

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. the total long-term cost of the City to acquire the bidder's goods or services; and

- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single bidder; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

#### **Term of Contract:**

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

#### **Extension of Contract:**

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

#### **Assignment of Contract:**

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

#### **Contract Termination:**

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this

Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

**Reimbursements:**

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

**Minority Owned Businesses:**

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

**Error-Quantity:**

Bids must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

**Quantities:**

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to

meet its needs without any adjustments in the unit bid prices.

**Variations:**

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

**F.O.B. – Damage**

Bids will not be considered unless bid F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

**Firm Prices:**

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

**Cooperative Agreements:**

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

**Authorized Signature:**

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

**Withdrawal-Alteration Of Bids:**

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after

opening time without acceptable reason in writing and with the approval of the City Council.

**Lump Sum Bids:**

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

**All-Or-None Bids:**

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

**Payment Of Invoices:**

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

**Cash Discounts:**

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

**Taxes:**

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

**Delivery:**

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding bids. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

**Liability:**

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

**Material Safety Data Sheets (MSDS):**

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

**Patents, Franchises, etc.:**

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

**No Bids:**

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

**Addenda:**

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

**Fiscal Funding:**

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the following calendar year.

**H.B. 1295 Compliance:**

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

**No Boycott of Israel:**

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies", boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to

penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

**Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:**

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

**Conflict of Interest:**

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

**Applicable Law and Venue**

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

**Insurance**

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its

officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:
  - a) Commercial General Liability Policy
  - b) Automobile Liability Policy
  - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
  - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
  - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - d) "Claims Made" policies will not be accepted.
  - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
  - f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
  - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior

written notice has been given to the City.

- h) Upon request, certified copies of all insurance policies shall be furnished to the City.

4. Commercial General Liability

- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

- a) Statutory

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**Workers' Compensation Provisions**  
**(State law requires the following language in contracts on public works projects).**

**DEFINITIONS:**

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the City **prior** to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
  1. a certificate of coverage, prior to the person beginning work on the project; and
  2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.