



WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

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## INVITATION FOR BIDS

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### CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY

**BID NUMBER: 12WCA039 B**

**BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 9, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: AUGUST 9, 2011 – 2:00 PM**

### BID SUBMISSION

**DEADLINE:** Bids must be received in the Purchasing Department on or before **1:30 pm on Tuesday, August 9, 2011**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

**FAX/EMAIL:** Facsimile and electronic mail transmittals will not be accepted.

### BID REQUIREMENTS

**SUBMITTAL:** An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

**SEALED:** All bids must be returned in a sealed envelope with the bidder's name, address, bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

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

### AWARD

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items

will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local government's under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Captain Mike Gleason, Williamson County Sheriff's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. Any requested price adjustments must follow the economic adjustment clause in the bid documents. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

**CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY BID**

Any services delivered by a Vendor at a not agreed upon price are done so at the Vendor's risk.

The total price adjustment for a twelve (12) month period shall not exceed 15%. A minimum of three (3) months shall elapse between adjustments.

## **BID CONTACTS**

### **PURCHASING CONTACT:**

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
khancock@wilco.org

### **TECHNICAL CONTACT:**

Captain Mike Gleason  
508 S. Rock Street  
Georgetown, TX 78626  
(512) 943-1352  
[klock@wilco.org](mailto:klock@wilco.org)

## **MISCELLANEOUS**

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

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. This period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are

subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 through September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker 943-1558.

**CONFLICT OF INTEREST/ETHICS:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this document. This form must be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR DEFAULT:** Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**TERMINATION FOR CONVENIENCE:** Williamson County may terminate this contract for convenience and without cause or further liability upon thirty (30) days written notice to the selected Bidder. In the event of such termination, it is understood and agreed that only the amounts due to the selected bidder for services provided and expenses incurred to and including the date of termination, will be due and payable, if any. No penalty will be assessed for Williamson County's termination of this contract for convenience.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKERS' COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

# BID SPECIFICATIONS

## IN-COUNTY CONTRACT TOWS:

The Contract Towing Service for In-County Contract Tows is to include, but may not be limited to abandoned, stolen, seized, evidentiary vehicles, or inoperable vehicles that are located within the bounds of Williamson County.

The towing will be done under the direction of the Williamson County Sheriff's Office.

The vehicles will be towed to the County impound lot located at 3151 SE Inner Loop, Georgetown, Texas.

This service will be ordered on an "As Needed" basis.

All bidders must guarantee that they can handle all vehicles within a specified area of the county.

Response time will be within 30 minutes, unless delayed by adverse weather conditions.

The successful bidder shall be on call 24 hours a day, every day of the year including holidays.

Drivers will be required to undergo a criminal history check before towing vehicles for the county.

There must be complete compliance with all relevant regulations of the Department of Public Safety and the Texas Department of Transportation, including either obtaining a permit or operating under a lawful exemption from the permit requirement.

The successful bidder must submit the pink copy of the vehicle impound sheet with their invoices no later than the 10th of the month for the previous month's hauls.

The successful bidder must submit the pink copy of the vehicle impound sheet with their invoices no later than the 10th of the month for the previous month's hauls.

It is the intent of the Williamson County Commissioners Court to award contracts separately for towing to the impound lot (3151 SE Inner Loop, Georgetown, Texas) from the following area: Northwest.

Description of this area is stated below. Map of this area is available upon request from Tracy Doyal, Williamson County Sheriff's Office, at 512/943-1378.

The county anticipates awarding a primary, secondary, third, and fourth vendor for each of the areas listed on this bid.

Bids that do not state a fixed price or which are subject to change without notice shall not be considered.

Contract Towing Services for In-County Contract Tows are to be bid on a "per haul" basis, stating a single firm price for each and every towing job. The bid price must include the use of any needed equipment and distance traveled.

Wreckers to be used for towing:

Class A (less than 1 ton -1.5 ton) – Vehicles 10,000 pounds or less

Class B (larger than 1.5 ton) – Vehicles in excess of 10,000 pounds

Bidder may submit a bid for either Class A tows or Class B tows or both.

## AREA BOUNDARY DESCRIPTIONS:

### NORTHWEST:

HWY 29 WEST BOUND LANES FROM THE WEST COUNTY LINE TO IH-35 SOUTH BOUND IH-35 LANES AND SOUTH BOUND IH-35 SERVICE ROADS FROM HWY 29 TO THE NORTH COUNTY LINE.

## **OUT OF COUNTY CONTRACT TOWS:**

By submitting a bid for the above In-County Contract Tows, the bidder is agreeing to comply with the following terms relating to Out of County Contract Tows:

In addition to the requirements and obligations that are set forth herein above for In-County Contract Tows (Class A tows of vehicles situated within the bounds of Williamson County), from time to time, the successful bidder may be required to tow vehicles from outside the bounds of Williamson County. These types of vehicles may include, but not be limited to vehicles that were involved in pursuits and stolen, seized, evidentiary vehicles that are situated outside the bounds of Williamson County.

When the successful bidder is requested to tow an out of county vehicle, the towing company will be required to be en route to the vehicle's out of county location within 20 minutes from the time that the request for tow is made by Williamson County.

The successful bidder will be paid its In-County Contract Tow "Per Haul" Bid Price for Class A tows plus mileage at the rate of \$4.00 per mile for each mile that the successful bidder has to drive outside of the Williamson County boundary line in order to pick up and tow the vehicle back to the bounds of Williamson County (the extra mileage will only be paid for mileage driven outside of the bounds of Williamson County).

The above terms and conditions for In-County Contract Tows shall also apply to the Out of County Contract Tows to the extent that they do not conflict with the specific terms set forth for Out of County Contract Tows. If the terms for In-County Contract Tows conflict with the terms for Out of County Contract Tows, the Out of County Contract Tows shall control in relation to Out of County Contract Tows.

## **REMEDIES FOR BREACH:**

**If on two separate occasions during any term or terms of this contract the successful bidder fails to comply with any of the terms of this contract relating to In-County and/or Out of County Contract Tows (i.e. fail to respond to a tow within the allotted time, refuse to respond to an in-county and/or out of county tow request, etc.), Williamson County shall have the option to suspend such towing company and any of its affiliated companies from providing any type of towing services to Williamson County, including, rotation tows. The time period for such suspension shall be determined by the Williamson County Sheriff's Office, but in no event shall the suspension period be less than 30 days. Williamson County's right to suspend a towing company for a breach of the terms of this contract shall be in addition to any remedies that are otherwise available at law or in equity.**

**WILLIAMSON COUNTY BID FORM**  
**CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY**  
**BID NUMBER: 12WCA039 B**

NAME OF BIDDER: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Mobile Phone: (\_\_\_\_\_) \_\_\_\_\_

**AREA BEING BID: NORTHWEST**

"PER HAUL" BID PRICE FOR CLASS A TOWS: \_\_\_\_\_

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: \_\_\_\_\_

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest provision and agrees to follow necessary requirements.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

Date of Bid: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THE ABOVE BID FORM AND CONFLICT OF INTEREST STATEMENT**  
**MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**Attachment A: Conflict of Interest**



**WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT**

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:** \_\_\_\_\_, 20\_\_\_\_

**Signature of person submitting form:** \_\_\_\_\_

**NOTARY:**

**Sworn and subscribed before me by** \_\_\_\_\_ **on this the** \_\_\_\_\_ **day of**  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Notary Signature**