

11WCA039/Contract Towing

11WCA039A

Triton Towing Inc. – renew for Southeast One- Class A, Class B

(11WCA039)

Southeast Two –Class A

A-Excellence Wrecker Service Inc. – renew Southwest-Class A

(11WCA039)

Cen Tex Towing - renew Northeast - Class A, Northeast Class B

(11WCA039A)

Customz Wrecker – renew Southwest Class B

(11WCA039A)



24 Hr. Light & Medium Duty Towing

Triton Towing Inc.

P.O. BOX 456 HUTTO, TX. 78634 MAIN # 512-252-2727

June 3, 2011

Williamson County Purchasing Department

Attn: Kerstin Hancock

301 SE Inner Loop – Suite 106

Georgetown, TX 78626

RE: Renewal – Contract Towing 11WCA039 – Southeast One - Class A, Class B

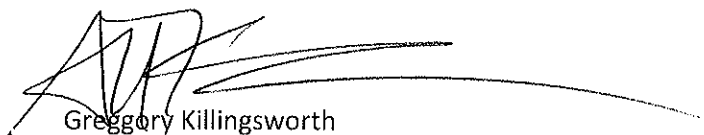
Southeast Two –Class A

Ms. Hancock:

This letter is to inform Williamson County that Triton Towing wishes to renew our Towing contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,



Gregory Killingsworth



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

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

October 11, 2010

Triton Towing, Inc.
1204 Lincoln Ave
Pflugerville, TX 78660

Re: Bid/Contract # 11WCA039 – Contract Towing Service for Williamson County (see attached bid tabulation for detailed award information)

Dear Mr. Killingsworth:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Towing Service for Williamson County (see attached bid tabulation for details) to your company for the next fiscal year beginning October 1, 2010 through September 30, 2011. Your contract number is 11WCA039.

The bid tabulation is also located on our County web site at the following link:
<http://www.wilco.org/purchasing>

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY
BID NUMBER: 11WCA039

NAME OF BIDDER: Triton Towing Inc.

Mailing Address: P.O. Box 456
City: Hutto State: Tx Zip: 78634

Email Address: Triton Towing@SBCglobal.net

Telephone: (512) 252-2727 Fax: (512) 846-2298

Mobile Phone: (512) 779-3150

AREA BEING BID: Southeast Area 1

"PER HAUL" BID PRICE FOR CLASS A TOWS: \$94⁰⁰
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$400
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: Southeast Area 2

"PER HAUL" BID PRICE FOR CLASS A TOWS: \$119⁰⁰
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$400
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

Bid More Areas: Put bid on a separate sheet and attach to this bid.

CHECK ONE OF THE FOLLOWING:

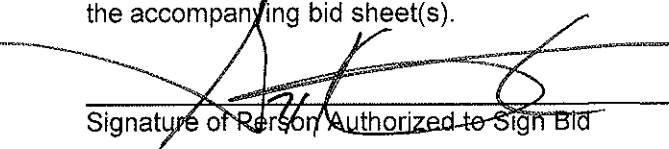
☒ low item basis. (Will accept award on "any or all" items.)

☐ "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: 7/10/2010

Printed Name and Title of Signer: _____

Gregory Killingsworth

A-Excellence Wrecker Service Inc.
1411-b Sam Bass Rd
Round Rock Tx, 78681
Tel: 512-634-7656
Fax: 512-869-4936

May 26, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

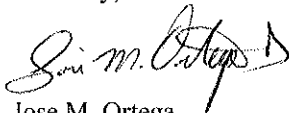
RE: Renewal – Contract Towing 11WCA039 – Southwest- Class A

Ms. Hancock:

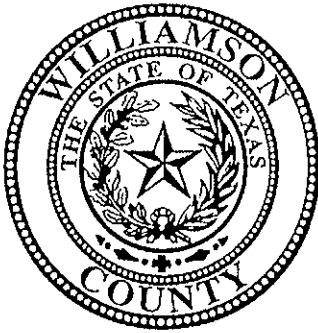
This letter is to inform Williamson County that A Excellence Wrecker wishes to renew our Towing contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Jose M. Ortega", with a stylized flourish at the end.

Jose M. Ortega
President



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

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

October 11, 2010

A-Excellence Wrecker Service
1411-B Sam Bass Rd.
Round Rock, TX 78681

Re: Bid/Contract # 11WCA039 – Contract Towing Service for Williamson County (see attached bid tabulation for detailed award information)

Dear Mr. Ortega:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Towing Service for Williamson County (see attached bid tabulation for details) to your company for the next fiscal year beginning October 1, 2010 through September 30, 2011. Your contract number is 11WCA039.

The bid tabulation is also located on our County web site at the following link:
<http://www.wilco.org/purchasing>

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,
Kerstin Hancock
Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY
BID NUMBER: 11WCA039

NAME OF BIDDER: A-Excellence Wrecker Service

Mailing Address: 1411-B Sam Bass Rd
City: Round Rock State: TX Zip: 78681

Email Address: aexcellence21@yahoo.com

Telephone: (512) 634-7656 Fax: (512) 310-1645

Mobile Phone: (512) 656-1553

AREA BEING BID: South West

"PER HAUL" BID PRICE FOR CLASS A TOWS: \$95.00
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

AREA BEING BID: _____

"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

Bid More Areas: Put bid on a separate sheet and attach to this bid.

CHECK ONE OF THE FOLLOWING:

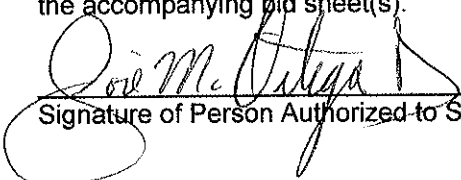
☒ low item basis. (Will accept award on "any or all" items.)

☐ "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).

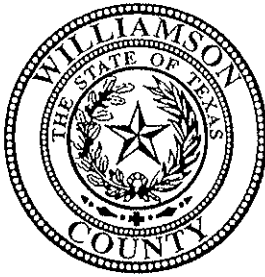

Signature of Person Authorized to Sign Bid

Date of Bid:

7/20/10

Printed Name and Title of Signer:

Jose M. Ortega President



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

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

INVITATION FOR BIDS

CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY

BID NUMBER: 11WCA039

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: JULY 20, 2010 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department on or before **1:30 pm on Tuesday, July 20, 2010**. 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: A primary, secondary, third, and fourth award **may** be made for this bid. 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.

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, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

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.

ECONOMIC ADJUSTMENT: The County may authorize a price adjustment on a three (3) month or six (6) month basis, providing funding has been approved for the budget year. The price adjustment will be dependent on
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY BID

the U.S. Department of Labor Producer Price Index (PPI) for the Industry and Product Group – Truck Transportation, Industry Code 484. In the event the PPI percentage change, found on Table, "Producer price indexes for the net output of selected industries and their products not seasonally adjusted" is 5% or greater after three months or 10% or greater after six months, the county may authorize the vendor, in writing, to adjust the cost of services to the County, either up or down, in accordance with the percentage change in the PPI.

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

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, 2010 through September 30, 2011 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 proposal.

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.

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 each of the following areas: Northwest, Southwest, Northeast, Southeast Area 1, And Southeast Area 2.

Descriptions of these areas are stated below. Maps of these areas are available upon request from Tracy Doyal, Williamson County Sheriff's Office, at 512/943-1378.

Each bid must expressly specify which area is being bid. Any bidder, that wishes to bid for more than one area may do so, **provided the bidder has a business located in the area in which the bidders is bidding.**

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

All bids may be rejected for some areas, even though awards are made for others. The convenience of having a single source for adjacent areas will be taken into consideration together with price, reliability, and estimated response time in determining the lowest and best bids.

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.

SOUTHWEST:

HWY 29 EAST 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 SOUTH COUNTY LINE.

NORTHEAST:

NORTH BOUND IH-35 LANES AND NORTH BOUND IH-35 SERVICE ROADS FROM THE NORTH COUNTY LINE TO HWY 29 AND HWY 29 WEST BOUND LANES FROM IH-35 TO HWY 95 NORTH BOUND LANES OF HWY 95, FROM THE INTERSECTION OF HWY 29 TO THE INTERSECTION WITH FM 1331 WEST BOUND LANES OF FM 1331 FROM THE INTERSECTION WITH HWY 95 TO THE EAST COUNTY LINE.

SOUTHEAST AREA 1:

HWY 29 EAST BOUND LANES FROM IH-35 TO FM 1660 SOUTH BOUND LANES OF FM 1660 TO CR 137 TO THE SOUTH COUNTY LINE. NORTH BOUND IH-35 LANES AND NORTH BOUND IH-35 SERVICE ROADS FROM HWY 29 TO THE SOUTH COUNTY LINE.

SOUTHEAST AREA 2:

EAST BOUND LANES OF HWY 29 FROM THE INTERSECTION WITH FM 1660 TO THE EAST COUNTY LINE. NORTH BOUND LANES OF FM 1660 AND CR 137 FROM THE INTERSECTION WITH HWY 29 TO SOUTH 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 and B 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 and/or B 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: 11WCA039

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

AREA BEING BID: _____

"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

AREA BEING BID: _____

"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

Bid More Areas: Put bid on a separate sheet and attach to this bid.

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: _____

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: _____

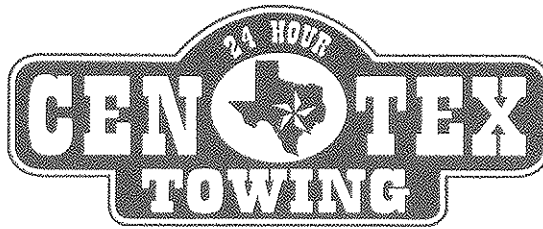
NOTARY:

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

Notary Signature

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



TDLR005593281C

(512) 863-7633

Mailing: P.O. Box 727, Georgetown, TX 78627 • Business: 1301 FM 972, Georgetown, TX 78626

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626


RE: Renewal – Contract Towing 11WCA039A – primary Northeast Class A
primary Northeast Class B

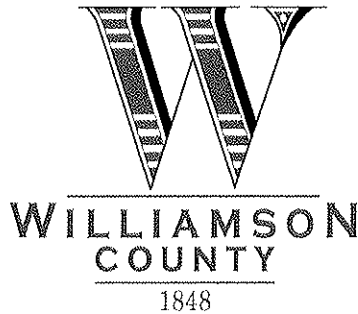
Ms. Hancock:

This letter is to inform Williamson County that Cen-Tex Towing wishes to renew our Towing contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,


President/CEO



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

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

December 14, 2010

Cen-Tex Towing
Les Sybert
PO Box 727
Georgetown, TX 78627

Re: Bid/Contract # 11WCA039 A – Contract Towing Service for Williamson County
Primary vendor are Northeast Class A; Northeast Class B

Dear Mr. Sybert:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Towing Service for Williamson County for the above-referenced area/class to your company for the contract period December 14, 2010 through September 30, 2011. Your contract number is 11WCA039 A.

The bid tabulation is located on our County web site at the following link:
<http://www.wilco.org/purchasing>

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,
Kerstin Hancock
Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FORM

CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY

BID NUMBER: 11WCA039 A

NAME OF BIDDER: Cen-Tex Towing Inc.

Mailing Address: P.O. Box 727

City: Georgetown State: Tx Zip: 78627

Email Address: centextowing@yahoo.com

Telephone: (512) 863-7633 Fax: (512) 868-8844

Mobile Phone: ()

AREA BEING BID: SOUTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$175.00/xs
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHEAST

"PER HAUL" BID PRICE FOR CLASS A TOWS: \$75.00/xs
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$150.00/xs
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$175.00/xs
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

CHECK ONE OF THE FOLLOWING:

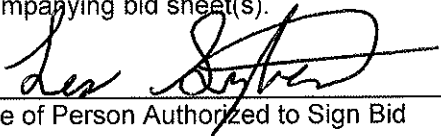
☒ low item basis. (Will accept award on "any or all" items.)

☐ "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).



Date of Bid: 11/8/2010

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Les Sybert President/CEO

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Contract Towing 11WCA039 A – primary Southwest Class B

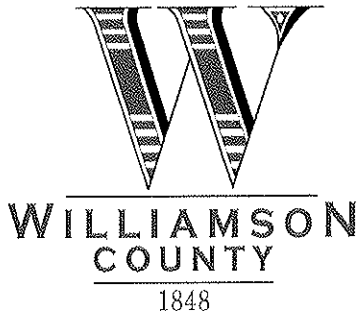
Ms. Hancock:

This letter is to inform Williamson County that Customz Wrecker wishes to renew our Towing contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kerstin Hancock", written in dark ink.



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

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

December 14, 2010

Customz Wrecker
Ibrahim Nasser
16400 Terrace Dr.
Austin, TX 78728

Re: Bid/Contract # 11WCA039 A – Contract Towing Service for Williamson County
Primary vendor on area Southwest, Class B

Dear Mr. Nasser:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Towing Service for Williamson County for the above-referenced area/class to your company for the contract period December 14, 2010 through September 30, 2011. Your contract number is 11WCA039 A.

The bid tabulation is located on our County web site at the following link:
<http://www.wilco.org/purchasing>

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,
Kerstin Hancock
Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY BID FC. 1
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY
BID NUMBER: 11WCA039 A

NAME OF BIDDER: Customz Wrecker Services

Mailing Address: 16400 Terrace Dr.

City: Austin State: TX Zip: 78728

Email Address: Customztowing@gmail.com

Telephone: (512) 244-0900 Fax: (512) 244-0902

Mobile Phone: (512) 294-0472 / (512) 589-8252 / (512) 850-1199

AREA BEING BID: SOUTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: \$ 245.00
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHEAST

"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

AREA BEING BID: NORTHWEST

"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.)

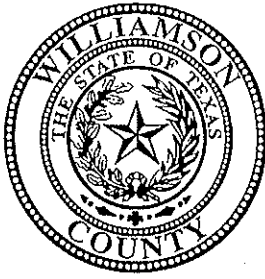
By signing this form:

- 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).

Ibrahim Nasser Date of Bid: 11/12/10
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Ibrahim Nasser president/ceo



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

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

INVITATION FOR BIDS

CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY

BID NUMBER: 11WCA039 A

BIDS MUST BE RECEIVED ON OR BEFORE: NOVEMBER 16, 2010 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: NOVEMBER 16, 2010 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department on or before **1:30 pm on Tuesday, November 16, 2010**. 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: A primary, secondary, third, and fourth award **may** be made for this bid. 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.

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 Date of award through September 30, 2011.
Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

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.

ECONOMIC ADJUSTMENT: The County may authorize a price adjustment on a three (3) month or six (6) month basis, providing funding has been approved for the budget year. The price adjustment will be dependent on
CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY BID

the U.S. Department of Labor Producer Price Index (PPI) for the Industry and Product Group – Truck Transportation, Industry Code 484. In the event the PPI percentage change, found on Table, "Producer price indexes for the net output of selected industries and their products not seasonally adjusted" is 5% or greater after three months or 10% or greater after six months, the county may authorize the vendor, in writing, to adjust the cost of services to the County, either up or down, in accordance with the percentage change in the PPI.

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

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, 2010 through September 30, 2011 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 proposal.

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.

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 each of the following areas: Northwest, Southwest, Northeast,

Descriptions of these areas are stated below. Maps of these areas are available upon request from Tracy Doyal, Williamson County Sheriff's Office, at 512/943-1378.

Each bid must expressly specify which area is being bid. Any bidder, that wishes to bid for more than one area may do so, **provided the bidder has a business located in the area in which the bidder is bidding.**

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

All bids may be rejected for some areas, even though awards are made for others. The convenience of having a single source for adjacent areas will be taken into consideration together with price, reliability, and estimated response time in determining the lowest and best bids.

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.

SOUTHWEST:

HWY 29 EAST 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 SOUTH COUNTY LINE.

NORTHEAST:

NORTH BOUND IH-35 LANES AND NORTH BOUND IH-35 SERVICE ROADS FROM THE NORTH COUNTY LINE TO HWY 29 AND HWY 29 WEST BOUND LANES FROM IH-35 TO HWY 95 NORTH BOUND LANES OF HWY 95, FROM THE INTERSECTION OF HWY 29 TO THE INTERSECTION WITH FM 1331 WEST BOUND LANES OF FM 1331 FROM THE INTERSECTION WITH HWY 95 TO THE EAST 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 and B 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 and/or B 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: 11WCA039 A

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

AREA BEING BID: SOUTHWEST

"PER HAUL" BID PRICE FOR CLASS B TOWS: _____
INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

AREA BEING BID: NORTHEAST

"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

AREA BEING BID: NORTHWEST

"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:

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

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