

**WILSON COUNTY INVITATION FOR BID:
NON-CONSENT AND RECOVER TOWS ON MEDIUM TO LARGE VEHICLES
AS REQUESTED BY SHERIFF'S OFFICE IN WILSON COUNTY**



OPENING DATE: 10 AM – TUESDAY, MAY 29, 2018

BID NUMBER 18-1003

**SEALED BIDS, SUBJECT TO THE PROPOSAL DOCUMENTS HERETO ATTACHED,
FOR NON-CONSENT AND RECOVER TOWS ON MEDIUM TO LARGE VEHICLES AS REQUESTED BY
SHERIFF'S OFFICE IN WILSON COUNTY ARE BEING ACCEPTED.**

**BY SUBMITTING A BID, VENDOR HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS OF THE
BID DOCUMENTS, AND TO ALL TERMS AND CONDITIONS OF THE CONTRACT.**

Legal Name Of Contracting Company

Federal I.D.# (Company Or Corporation)

Social Security # (Individual)

DUNS # (if applicable)

Telephone Number

Email Address *(Notifications will be sent to this
email address)*

Contact Person

Title

Complete Mailing Address

City & State

Zip

Complete Street Address

City & State

Zip

BID NO. 18-1003

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BID SUBMISSIONS

VENDOR INSTRUCTIONS: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

DEADLINE

Bids must be received in the County Auditor's office prior to **9:00 am on Tuesday, May 29, 2018**. Bids will be publicly opened at **10:00 am** or soon thereafter in the Wilson County Commissioners Courtroom, Wilson County Courthouse, 1420 3rd Street, Floresville, Texas 78114. ***Late bids will not be accepted under any circumstances!***

SUBMITTAL

Completed Bid Proposals, original and one (1) copy, must be in a sealed envelope clearly marked with "NON-CONSENT AND RECOVERY TOWS ON MEDIUM TO LARGE VEHICLES AS REQUESTED BY SHERIFF'S OFFICE IN WILSON COUNTY", "BID NUMBER 18-1003", and "MAY 29, 2018" written in the lower left-hand corner of the envelope containing the bid.

PROPRIETARY INFORMATION

Proprietary information, if any, submitted to Wilson County in response to this Bid, should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Public Information Act, Government Code, Chap. 552.

ADDRESS

Sealed bids may be hand-delivered or mailed to the County Auditor Tom Dupnick, Wilson County, 1420 3rd Street, Suite 109, Floresville, Texas 78114.

METHODS

All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

WITHDRAWAL OR ALTERATIONS OF BID

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Auditor and the approval of the Commissioners' Court.

TAX EXEMPT STATUS

The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

BID REQUIREMENTS

COMPLETED BID

A completed proposal means an original bid and one (1) copy must be submitted of each of the following: The Vendor Identification page (page 1), the Bid Submission Form (page 21), the Contract page (page 22), the Affidavit (page 23), and the Conflict of Interest Questionnaire (page 24 and page 25), W-9 (page 26), Form 1295 Certificate of Interested Parties (Page 27), Copy of appropriate license from the Texas Department of Licensing and Regulation (TDLR). Each of these must be COMPLETED AND SIGNED. The contract will be

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binding only when signed by the County Judge, Wilson County.

ADDENDA AND EXPLANATIONS

Explanations required by a prospective bidder shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, and will be emailed, to all who are known to have received a copy of this bid packet. Every request for such explanation shall be in writing addressed to Tom Dupnick, County Auditor, 1420 3rd Street, Suite 109, Floresville Texas 78114, emailed to Tdupnick@wilsoncountytexas.gov, or faxed to 830-393-7384.

Any verbal statements regarding same by a person prior to the award shall not be authoritative and or binding.

Addenda issued to bidders prior to date of receipt of bids shall become part of the contract documents, and all bids shall include the work described in the Addendum.

Inquiries within five (5) working days of the date fixed for the submission and opening of the bids will not be given consideration.

ACKNOWLEDGEMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgement must be received by Wilson County by the time and at the place specified for receipt of bids.

LEGIBILITY

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

BID MUST BE TYPED OR PRINTED IN INK

All entries must be TYPED OR PRINTED IN INK. Faxed bids will not be accepted.

FORMS

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

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Wilson County's interpretation shall govern.

LATE BIDS

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

RESPONSIBILITY

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required,
2. Be able to comply with the required or proposed schedule,
3. Have a satisfactory record of performance, and

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4. Be otherwise qualified and eligible to receive an award.

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

AWARD

LOCAL PREFERENCE

In accordance with Local Government Code §271.905, if a local government receives one or more bids from a bidder whose principle place of business is in the County and whose bid is within three percent of the lowest bid price received by the County from a bidder who is not a resident of the County, the County may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government. This section does not prohibit a local government from rejecting all bids.

FIRM PRICING

Bid price must be good for the entire term. Bids which are subject to change must receive approval from the Commissioners Court.

SALES TAX

Wilson County is, by statute, exempt from the State Sales Tax and Federal Excise Tax.

CONTRACT

This Bid, when properly accepted by Wilson County, shall constitute a contract equally binding between the successful bidder and Wilson County. The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

EVALUATION CRITERIA

Criteria utilized by Wilson County for determining the lowest responsible bidder includes, but is not limited to, bidder meeting the County's published specifications, bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any factor which could reasonably be asserted as being relevant to successful performance. The County reserves the right to award this contract to the lowest and best bidder(s) in a specific area.

REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Wilson County, Texas, reserves the right to accept or reject any and/or all bids 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 Wilson County.

DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of this bid:

- Evidence of collusion among bidders
- Lack of competency
- Lack of responsibility as shown by past record

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- Default on a previous county contract for failure to perform

CONTRACT ADMINISTRATION

Under this contract, the Sheriff of Wilson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance and inspection. The contract administrator will serve as liaison between Wilson County Commissioner's Court and the successful bidder.

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BID SPECIFICATIONS

1. The contract for in-county non-consent and recovery tows will include, but may not be limited to abandoned, stolen, seized, evidentiary or inoperable vehicles that are located within the bounds of Wilson County and which are the subject of a call from the Wilson County Sheriff's Office.
2. Towing under the contract will be initiated solely by the Wilson County Sheriff's Office in an "as needed" basis.
3. A bidder's available equipment list must include at least one (1):
 - Roll-back, and
 - Regular Wrecker
4. Each bidder must guarantee that it has the capacity to handle all towing requests from the Sheriff's Office for the whole of Wilson County. Wilson County has had approximately 700 tows a year in the past years.
5. Each bidder must agree that response time will be less than 30 minutes unless delayed by adverse weather conditions, and the Sheriff's Office will be notified of the delay and kept informed of the anticipated time of arrival.
6. Each bidder must agree to be available, upon a call from the Sheriff's Office, 24 hours per day, every day of the year, including holidays, and to accept all calls from the Sheriff's Office.
7. Each bidder must agree that each driver will undergo a criminal history check as required by Texas law, with a satisfactory result before responding to a call from the Sheriff's Office.
8. Each bidder must agree to provide one, and only one, contact telephone number to the Sheriff's Office.
9. Each bidder must agree to have a method of tracking all vehicles towed and stored for the Wilson County Sheriff's Office.
10. Each bidder must have the appropriate license from the Texas Department of Licensing and Regulation (TDLR) and attach a copy with the bid.
11. Each bidder must agree to comply with the federal, state and local laws and regulations pertaining to the subject of this bid, including the fee limitations and other regulations promulgated by the Texas Department of Licensing and Regulation (TDLR). It is the responsibility of the successful bidder to educate itself to comply with these laws, and not the county's obligation to educate it.
12. Each bidder must agree to provide its drivers with the GPS or similar equipment to assist in location of vehicle, and a commercial form of communication equipment to assist in all communications. Each driver must be forewarned regarding any laws or ordinances regarding cell phone usage.
13. Each bidder must be able to open locked vehicles if requested by the Sheriff's Office.

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14. The Bid shall include:
- One flat fee for Non-Consent Tows of a Medium Vehicle (fee shall not include and shall not have an additional fee for labor, waiting time or clean up)
 - One flat fee for Non-Consent Tows of a Large Vehicle (fee shall not include and shall not have an additional fee for labor, waiting time or clean up).

The fee quoted by a bidder shall be in accordance with Texas Occupations Code §2308.2065 and other pertinent rules of the Texas Department of Licensing and Regulation (TDLR). Bidder may want to contact the Texas Department of Licensing and Regulation at www.tdlr.texas.gov or 512 463 6599 or toll-free 800 803 9202 prior to making its bid.

15. The Bid shall include:
- One flat fee for Recovery Tows of a Medium Vehicle (fee shall not include and shall not have an additional fee for labor, waiting time or clean up)
 - One flat fee for Non-Consent Tows of a Large Vehicle (fee shall not include and shall not have an additional fee for labor, waiting time or clean up).

The fee quoted by a bidder shall be in accordance with Texas Occupations Code §2308.2065 and other pertinent rules of the Texas Department of Licensing and Regulation (TDLR). Bidder may want to contact the Texas Department of Licensing and Regulation at www.tdlr.texas.gov or 512 463 6599 or toll-free 800 803 9202 prior to making its bid.

16. Each bidder will have the correct fee rates printed on the face of its ticket in accordance with Texas Occupations Code §2308.2065 and other pertinent rules of the Texas Department of Licensing and Regulation (TDLR), such as:
- Notification Fee - \$50.00
 - Impoundment Fee - \$20.00
 - Storage Fee - \$20.00/day for less than 25 feet; \$35/day for more than 25 feet.

The fees quoted by the bidder should be verified with the Texas Department of Licensing and Regulation at www.tdlr.texas.gov or 512 463 6599 or toll-free 800 803 9202 prior to making a bid.

17. The quality and quantity of past performance, if any, will be considered by Wilson County in selecting the contractor.
18. The bid, when properly accepted by Wilson County, shall constitute a contract binding on both parties. No oral statement of any person shall modify any part of the Bid Specification or resulting contract.

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TERMS AND CONDITIONS

1. PURPOSE:

This agreement is entered into by and between Wilson County ("County"), acting by and through the Wilson County Commissioners Court ("Commissioners Court"), whose mailing address is 1420 Third Street, Floresville, TX 78114 and the awarded Operator, whereby in consideration of the mutual covenants and stipulations hereinafter expressed, the Parties agree to be bound by the following terms and conditions. Operator is properly licensed by the State of Texas to perform the services described in this agreement. The purpose of this agreement is to provide vehicle towing and impound services within the designated service area as described in Section 4 for the Wilson County Sheriff's Office (WCSO), as needed and required on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis. For purposes of this agreement, the term "vehicle" refers to motor vehicles, watercrafts, or outboard motors or pieces/parts of said equipment. Upon impoundment of a vehicle, the Operator shall, within five (5) days for vehicles with Texas license plates and fourteen (14) days for vehicles with out-of-state license plates, give notice of impoundment to the last registered owner and all lien holders of the vehicle, in accordance with Texas law.

2. TERM:

The term of this agreement is for a fifteen (15) month period commencing on June 1, 2018, ("Effective Date") and ending on September 30, 2019, with renewal for a second County fiscal year if a performance evaluation thirty (30) days before renewal is satisfactory with Wilson County, unless terminated earlier under any provision hereof. The term of this agreement is subject to earlier termination in accordance with the provision of the agreement in Sections 4 and 7.

3. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this agreement or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence; (a) this agreement and any subsequent amendments; (b) Exhibits.

4. OPERATOR'S OBLIGATIONS:

(a) The Operator will provide services as described in the bid specifications for all unincorporated areas of Wilson County, and all incorporated areas of Wilson County not pre-empted by a municipal rule, regulation or contract for non-consent tows initiated by a peace officer.

(b) The County and the Operator agree that operation of a private wrecker service in addition to the service to the County is permissible, but County calls for service will take absolute priority over any private calls for service.

(c) The Operator agrees to tow all vehicles in a safe and secure manner.

(d) The Operator will maintain all equipment necessary to provide towing services as required by this agreement.

(e) The Operator agrees to move vehicles for crime scene or investigative processing at no charge to Wilson County. Vehicles will be held in the WCSO storage lot, unless otherwise agreed.

(f) Wrecker calls which are dispatched by the County and become, by request of the owner a private pull within the Wilson County Limits, shall be billed to the vehicle owner at rates not to exceed those stated in bid submission form. Should the pull extend beyond the Wilson County Limits, the Operator may charge a mileage

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fee not to that allowed by the Texas Occupations Code. The odometer of the wrecker shall serve as the mileage indicator. The owner or operator of the vehicle must be advised of the fees before the final hook-up of the wrecker is made.

(g) The storage fee charged by the Operator for any given vehicle stored pursuant to this agreement may not exceed the daily rate, plus tax, as stated in the bid submission form. The daily rate may be charged for each full day of storage, plus any part of the day beginning at 12:00 midnight.

(h) A maximum storage fee will be established for vehicles stored long-term, as stated in the bid submission form.

(i) All monetary transactions for storage and tow fees will be the responsibility of the Operator. The County will not be involved in the exchange of money between the Operator and vehicle owners.

(j) The Operator may recover any tow and storage fees in accordance with Texas law.

(k) The Operator will maintain a complete and updated records file of all vehicles towed from under this agreement, as prescribed by the WCSO, to be available at its request. Such records will include, but are not limited to:

- (i) Date and Time vehicle was towed;
- (ii) Location vehicle was towed from;
- (iii) Make, model, and year of the vehicle towed;
- (iv) State and License number of the vehicle towed;
- (v) Motor Vehicle Identification Number of the vehicle towed;
- (vi) A general description of the vehicles overall condition and a list of any body damage or missing equipment; and
- (vii) Time of vehicle inventory.

(m) The Operator agrees to provide the necessary personnel to be available, at least by a telephone number posted at the storage lot, not less than from 7:00 am to 7:00 pm, seven (7) days a week, for the towing, release, and handling of all vehicles.

(n) The Operator will provide, at no cost, the opportunity for vehicle owners to remove the personal contents their cars, and for appraisals and photographs by insurance agents and body shop specialists.

(o) Any vehicle impounded under the provisions of this agreement may be sold at public sale under the provisions of state law.

5. COUNTY'S OBLIGATIONS:

(a) The County agrees that the Operator will have exclusive towing rights to all calls originated by an authorized representative of the WCSO for a peace officer requesting non-consent and recover tows, within the designated service area as described in Section 4.

(b) The County reserves the right to conduct an inventory of all records, books and receipts relative to the operation of this agreement at any time. Furthermore, the Operator will be responsible for any additional documentation or reporting as directed by the County.

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6. FEES FOR SERVICES:

The fees and charges shall be as contained in the bid submission form.

7. TERMINATION:

(a) Without Cause: This agreement may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.

(b) With Cause: County reserves the right to terminate this agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

(i) Lack of, or reduction in, funding or resources;

(ii) Non-performance by Operator or Operator's failure or inability to perform or substantially perform, for whatever reason, the services required under this agreement;

(iii) Operator's improper, misuse or inept performance of services under this agreement;

(iv) Operator's failure to comply with the terms and provisions of this agreement;

(v) Operator's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

(vi) Operator's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this agreement;

(vii) Operator's failure to perform the work and services required by this agreement within the time specified herein or any extension thereof; (viii) Operator's failure to provide County with proper notice of an assignment in accordance with Section 14;

(ix) If Operator becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

(x) Operator's inability to perform under this agreement due to judicial order, injunction or any other court proceeding.

8. INDEMNIFICATION:

WILSON COUNTY, WILSON COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES ("INDEMNITEES") SHALL NOT BE LIABLE TO OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF OPERATOR OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF OPERATOR OR ITS SUBCONTRACTOR ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS,

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SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY OPERATOR THROUGH SUCH USE.

OPERATOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. OPERATOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF OPERATOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, OPERATOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF OPERATOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, OPERATOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF OPERATOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE OPERATOR'S USE OF THE AREA. OPERATOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

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APPROVAL AND ACCEPTANCE OF OPERATOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY OPERATOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. OPERATOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, OPERATOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT OPERATOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF OPERATOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON OPERATOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NONDELEGATABLE DUTY.

THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

9. INSURANCE:

Within ten (10) days after the effective date of this agreement, and prior to providing any services authorized under this agreement, Operator shall furnish, at its sole cost and expense the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Operator shall, in the stated ten (10) day period, furnish to the WCSO verification of the insurance coverage in the type and amount required herein, meeting all conditions in this agreement, by an insurance company acceptable to County and authorized to do business in the state of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the agreement and each extension period, if any.

(a) The following minimum insurance is required:

(i) *Commercial General Liability:* Operator shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$1,000,000.00 Products/Completed Operations Aggregate and a \$2,000,000.00 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.

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(ii) *Commercial Automobile Liability*: Operator shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$500,000.00 each occurrence with respect to the Operator's any owned, hired, and non-owned vehicles assigned to or used in performance of this contract.

(iii) *Garage Keepers and On-Hook Towing Liability*: Operator shall maintain garage keepers and on-hook towing insurance covering physical damage sustained by vehicles while in the possession of Operator with limits not less than \$75,000 per vehicle.

(iv) *Garage Keepers Storage Coverage*: Operator shall maintain garage keepers legal liability for storage coverage insurance with limits not less than \$300,000.00 per occurrence.

(b) Operator agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions

(i) Name Wilson County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.

(ii) Provide for thirty (30) days' notice to the County for cancellation, non-renewal or material change.

(iii) Provide for endorsement that the "other insurance" clause shall not apply to Wilson County where County is the additional insured on the policy.

(iv) Provide notice to Wilson County of any changes to policy.

(v) Operator agrees to waive subrogation against Wilson County, its officers and employees for injuries, including death, property damage or any other loss.

(vi) Operator shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

10. INSURANCE LAPSES:

In the event Operator fails to maintain insurance as required by this contract, Operator shall immediately cure such lapse in insurance coverage at Operator's sole expense, and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by Operator, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage.

OPERATOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO OPERATOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. OPERATOR, AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF OPERATOR'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR OPERATOR IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS OPERATOR MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY OPERATOR OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. OPERATOR AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

11. NOTICE:

Any notice to be given under this agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive

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such notice, demand or request at the addresses set forth on the Vendor Identification Page (page 1). Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Wilson County Commissioners Court
1429 Third St.
Floresville, TX 78114

TO OPERATOR:

As listed on the Vendor Identification Page
(Page 1 of bid packet)

With copy to:

Wilson County Sheriff
800 Tenth Street
Floresville, TX 78114

12. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

13. SOVEREIGN IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

14. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, Operator must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Operator shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

15. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement is performable and enforceable in Wilson County, Texas where the principal office of County is located and the state courts of Wilson County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

16. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

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17. THIRD PARTIES:

The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

18. ASSIGNMENT:

Operator may not assign its rights and duties under this Agreement without the prior written consent of County and approval of the Wilson County Commissioners Court, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

19. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

20. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the parties. Each party acknowledges that the other party, or anyone acting on behalf of the other party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

21. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

22. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

23. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Operator has a duty to mitigate damages.

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24. PREVENTION OF FRAUD AND ABUSE:

Operator shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving Operator's employees or agents shall be reported immediately to the County by Operator. Moreover, Operator warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees.

25. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

26. INDEPENDENT CONTRACTOR:

Operator, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Operator and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other party other than the County and Operator.

27. SUBCONTRACTING:

Operator may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of and approval by County. Subcontracts, if any, entered into by the Operator will be in writing and subject to all requirements herein. Operator agrees that it will solely be responsible to County for the performance of this Agreement. Operator shall pay all subcontractors in a timely manner. County shall have the right to prohibit Operator from using any subcontractor.

28. ASSURANCES:

(a) In providing services required by this Agreement, Operator agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Operator's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.

(b) Operator, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Operator further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.

(c) Operator assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Operator agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which

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prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

(d) Operator agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

(e) Operator shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and nondiscrimination laws and regulations. When required, Operator shall furnish County satisfactory proof of compliance therewith.

(f) Operator certifies that it is not aware of any conflicts of interest involving any Wilson County official or employee related to this Agreement or the services provided under this Agreement.

(g) Operator certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Wilson County.

(h) Operator will develop and implement an agency-wide drug free work place policy.

(i) Under the Texas Family Code, and as may be amended in the future, Operator certifies to County that Operator is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Operator hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

(j) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, and as may be amended in the future, which prohibits Wilson County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Tax Code, and as may be amended in the future, Operator, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.

(k) Operator certifies to County that Operator is not delinquent on the repayment of any federal, state, or local debt or other obligation.

(l) Operator certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

(m) Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Operator in default and/or breach of this Agreement and may result, at the sole discretion of County, in

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the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

29. TRANSITION SERVICES REQUIRED OF OPERATOR:

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Operator relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Operator agrees to transition the services provided herein in a cooperative manner. This provision shall survive termination or cancellation of this Agreement.

30. SIGNATORY WARRANTY:

The person or persons signing and executing this Agreement on behalf of Operator, or representing themselves as signing and executing this Agreement on behalf of Operator, do hereby warrant and guarantee that he, she or they have been duly authorized by Operator to execute this Agreement on behalf of Operator and to validly and legally bind Operator to all terms, conditions and provisions herein set forth. Operator shall furnish to County a corporate resolution authorizing signatory authority.

31. CONFLICT OF INTEREST: No public official shall have interest in this contract in accordance with Local Government Code §171.002 and §171.003. A conflict of interest questionnaire shall be filled out in accordance with Local Government Code §176.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted with the bid submission.

32. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency 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. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and

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have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016; https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

33. ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business agreement with any employee, official or agent of Wilson County.

34. 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.

35. FORCE MAJURE

Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

36. COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable federal, state and local laws and regulations.

37. BID SUBMISSION FORM

All bids shall be submitted on the attached Bid Submission Form. Bids not submitted on this form will be disqualified. This is a Competitive Bid - changes shall not be made to the Bid Form. Alterations to this Bid Form may be cause for rejection.

38. NOTHING ADDED TO BID

Nothing shall be added to this bid. Unsolicited attachments will be removed and discarded at opening and will have no bearing on the bid, price, specifications or any other terms of the contract.

39. TIE BIDS

In the event of a tie bid, the award will be determined by the Commissioner's Court or by drawing lots.

40. WAIVER OF SUBROGATION

By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Wilson County as an indirect party to any suit arising out of personal or property damages resulting from contractor's performance under this agreement.

41. SUSPENSION, DEBARMENT, AND TERRORISM

Vendor certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local

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Government Entity and that Vendor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Vendor is not listed on the Federal Government's Terrorism Watch list in Executive order 13224.

42. CITIZENSHIP OF EMPLOYEES

The Bidder warrants, by execution of this Bid proposal, that it has complied with all federal laws and requirements therefore regarding immigration and citizenship, and that all employees are qualified as required therein.

43. QUESTIONS REGARDING BID DOCUMENTS

Questions concerning this bid should be directed to the County Auditor, Tom Dupnick, at 830-393-7304.

44. ACCEPTANCES:

By their signatures on the contract page, the duly authorized representatives of County and Operator accept the terms of this Agreement in full.

WILSON COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BIDS SUBMITTED, AND TO WAIVE ANY TECHNICALITIES FOR THE BEST INTEREST OF THE COUNTY.

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.

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BID SUBMISSION FORM

I, _____, representing the firm of _____, do hereby submit a bid for non-consent and recover tows on medium to large vehicles as requested by sheriff's office in Wilson County, as per the bid specifications.

ONE FLAT FEE FOR <u>NON-CONSENT TOWS</u> OF A <u>MEDIUM VEHICLE</u> (fee shall not include and shall not have an additional fee for labor, waiting time or clean up)	
ONE FLAT FEE FOR <u>NON-CONSENT TOWS</u> OF A <u>LARGE VEHICLE</u> (fee shall not include and shall not have an additional fee for labor, waiting time or clean up)	
ONE FLAT FEE FOR <u>RECOVERY TOWS</u> OF A <u>MEDIUM VEHICLE</u> (fee shall not include and shall not have an additional fee for labor, waiting time or clean up)	
ONE FLAT FEE FOR <u>RECOVERY TOWS</u> OF A <u>LARGE VEHICLE</u> (fee shall not include and shall not have an additional fee for labor, waiting time or clean up)	
DAILY VEHICLE STORAGE RATE	
ADDITIONAL FEES/CHARGES (Please indicate type of fee/charge) _____	
ADDITIONAL FEES/CHARGES (Please indicate type of fee/charge) _____	
ADDITIONAL FEES/CHARGES (Please indicate type of fee/charge) _____	

CERTIFICATION OF BID

The undersigned states that he/she is aware the fact that the amount designated as the above bid prices cannot be changed during the term of this contract. Further, the undersigned affirms that they are duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signature of individual authorized to represent bidding firm

Printed name of individual authorized to represent bidding firm

Title of individual authorized to represent bidding firm

Name of bidding firm

Date

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CONTRACT

The undersigned agrees, if this bid is accepted, at the price(s) and upon the terms and conditions contained in the specifications.

The County reserves the right to accept or reject any bids submitted, and to waive any technicalities in the best interest of the County.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the bidder to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid sheets. Further, the undersigned affirms and represents that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

Signature of Person Authorized to Sign Contract: _____ Date _____

Printed Name and Title of Signer: _____

Name of Company: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Telephone: _____ Fax: _____

Secondary or Emergency Telephone: _____

The Commissioners Court of Wilson County, Texas does hereby agree to contract for non-consent and recover tows on medium to large vehicles as requested by sheriff's office in Wilson County with _____
_____ accordance with the requirements set forth in the bid specifications.

PASSED THIS _____ DAY OF _____, 2018

APPROVED:

ATTEST:

RICHARD L. JACKSON, COUNTY JUDGE

EVA S. MARTINEZ, COUNTY CLERK

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AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILSON

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the following, who
upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this _____ day of _____, 20____.

Notary Public in and for _____ County, Texas

Name of Bidder: _____

Signed by: _____

Title: _____

Date: _____

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The County of Wilson does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

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<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p align="center">OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of person doing business with local governmental entity.</p>	
<p>2</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p>	
<p>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p>	

Adopted 11/02/2005

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

**WILSON COUNTY INVITATION FOR BID:
NON-CONSENT AND RECOVER TOWS ON MEDIUM TO LARGE VEHICLES
AS REQUESTED BY SHERIFF'S OFFICE IN WILSON COUNTY**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																					
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**WILSON COUNTY INVITATION FOR BID:
NON-CONSENT AND RECOVER TOWS ON MEDIUM TO LARGE VEHICLES
AS REQUESTED BY SHERIFF'S OFFICE IN WILSON COUNTY**

1295 Form must be completed online, see page 13 of this bid packet for filing instructions.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO interested party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
		_____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

**WILSON COUNTY INVITATION FOR BID:
NON-CONSENT AND RECOVER TOWS ON MEDIUM TO LARGE VEHICLES
AS REQUESTED BY SHERIFF'S OFFICE IN WILSON COUNTY**

**WILSON COUNTY
IMPORTANT
BIDDER'S / PROPOSER'S CHECKLIST**

Check off each of the following as the necessary action is completed.

-] The prices have been checked.
-] The **VENDOR IDENTIFICATION** has been completed and included in your bid package. (Page 1)
-] The **BID SUBMISSION FORM** has been completed, signed, dated and included in your bid package. (Page 21)
-] The **CONTRACT** with the County Commissioners has been completed, signed, dated and included in your bid package. (Page 22)
-] The **AFFIDAVIT** signed and notarized and included in your bid package. (Page 23)
-] The **CONFLICT OF INTEREST QUESTIONNAIRE** has been completed, signed, dated and included in your bid package. (Page 24-25)
-] The **W-9** has been completed and included in your bid package. (Page 26)
-] The **Form 1295 Certificate of Interested Parties** has been completed and included in your bid Package. (Page 27)
-] Copy of appropriate license from the Texas Department of Licensing and Regulation (TDLR).
-] The mailing envelope has been addressed to:

County Auditor Tom Dupnick
Wilson County
1420 3rd Street, Suite 109
Floresville, Texas 78114
-] The mailing envelope contains the original and one (1) copy.
-] The mailing envelope has been sealed and marked:
 - Bid or proposal number
 - Name of the bid or proposal
 - Opening date

**WILSON COUNTY AUDITOR'S OFFICE WISHES TO THANK
ALL VENDORS FOR THEIR PARTICIPATION.**

BID NO. 18-1003

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