



# HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

**Job No.  
14/0272**

**PROPOSAL FOR: Armored Car Services for the Harris County Toll Road Authority (Beginning on or about February 1, 2015 and ending one year thereafter)**

**DUE DATE:** Monday, October 20, 2014

Due no later than 2:00 P.M. local time in Houston, Texas. Proposals received later than the date and time above will not be considered.

**OFFERORS NOTE:** Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".**

**RETURN PROPOSAL TO:**  
**HARRIS COUNTY PURCHASING AGENT**  
**1001 PRESTON AVENUE, SUITE 670**  
**HOUSTON, TEXAS 77002**

**Buyer:** Jorge Geronimo at 713-755-6803 or [jgeronimo@pur.hctx.net](mailto:jgeronimo@pur.hctx.net)

Total Amount of Proposal: \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Do you carry Health Insurance on your employees?  Yes  No If yes, what % of employees: \_\_\_\_\_%

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_

**Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

## TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 6. **Attachments**
  - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
  - X b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
  - X c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
  - \_\_\_\_\_ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
  - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - X f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
  - X g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
  - X h. **Reference Sheet** - When references are required, you must use this form.
  - \_\_\_\_\_ i. **HIPAA Requirements**
  - X j. **Questionnaire**
  - X k. **Schedule of Service Times**
  - X l. **List of Change Dispensers and Secure Drop Safes**

## GENERAL REQUIREMENTS FOR PROPOSALS

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

### **ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in proposal that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

### **ACH VENDOR PAYMENT (Automated Clearinghouse)**

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at [www.hctx.net/auditor/](http://www.hctx.net/auditor/).

### **ADDENDA**

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package**.

### **ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

### **AWARD**

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

### **BONDS**

If this bid requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

## **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

## **CONTRACT OBLIGATION**

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

## **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

## **CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

## **DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

## **DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals - for different products or services.

## **E-MAIL ADDRESSES CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

## **EVALUATION**

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Harris County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.**

A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

#### **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

#### **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, Harris County's interpretation shall govern.

#### **GOVERNING LAW**

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

#### **GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

#### **HIPAA COMPLIANCE**

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

#### **HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

#### **INSPECTIONS & TESTING**

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

## **INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

## **MAINTENANCE**

Maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

## **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

## **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

## **NEW MILLENIUM COMPLIANCE**

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

## **POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

## **PROPOSAL FORM COMPLETION**

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

## **PROPOSAL RETURNS**

Offerors must return all completed proposals to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late proposals will not be accepted for any reason.

## **PURCHASE ORDER AND DELIVERY**

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

## **RECYCLED MATERIALS**

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

## **SCANNED OR RE-TYPED RESPONSE**

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

## **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

## **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

## **SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

## **TAXES**

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

## **TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

**TERMINATION FOR HEALTH AND SAFETY VIOLATIONS**

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

**VENDORS OWING TAXES OR OTHER DEBTS**

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at [www.htax.net](http://www.htax.net), set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.



## SPECIAL REQUIREMENTS/INSTRUCTIONS

*The following requirements and instructions supersede General Requirements where applicable. The term "Harris County" and "County" is understood to include the Harris County Toll Road Authority ("Toll Road Authority" or "HCTRA").*

### VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

- All proposals must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One original, **clearly marked "ORIGINAL"**, and six (6) copies, **clearly marked "COPY"**, must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the job number as located on the RFP cover sheet, and the RFP title on the front cover.
- One (1) USB flash drive or CD-ROM containing entire response must be included with the "ORIGINAL".
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph of the General Requirements section.
- All documents must be labeled with the vendor's name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VI and the contents of each section.

Proposals must be submitted in the following order:

**RFP Cover Sheet**

**Table of Contents**

**Section I: Transmittal Letter, Residence Certification (attachment a.), Insurance (attachment e.), and signed Addenda (when applicable; see Addenda under General Requirements) – The transmittal letter should include:**

- Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
- Name, title, email, telephone and fax number of person authorized to contractually obligate vendor's company with proposal and any future negotiations; and
- A brief statement summarizing the vendor's understanding of the project and relevant experience.

**Section II: Scope of Service/Narrative of Proposed Services**

- Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in the Specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor

## **SPECIAL REQUIREMENTS/INSTRUCTIONS - (CONTINUED)**

is not able to meet the specification, briefly explain why, noting any concerns or issues Harris County should be aware of.

- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Harris County.
- Vendor shall complete attachment j., Questionnaire, of this RFP and include it in Section II of the submitted proposal. The information will be used in the evaluation process; therefore, responses should be as thorough and as definitive as possible.

Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

**Section III: Pricing Information** – See PRICING/DELIVERY INFORMATION page for instructions. Each proposer must submit a bid bond or cashier's check for five percent (5%) of the total amount bid as required in attachment b., Bid Guaranty & Performance Bond Information & Requirements, and attachment c., Bid Check Return Authorization Form (if applicable), and include it in Section III.

**Section IV: Organizational Information/Qualifications**

- Vendor's history, background and principal officers
- Company organization chart
- Description of project team organization; names and resumes of team members
- Audited Financial Statements or attachment g.
- Licenses/accreditations
- References (attachment h.)

**Section V: Legal Documents** – Include any standard agreement(s) and/or contracts(s) associated with vendor's response.

**Section VI: Miscellaneous** – State exceptions to any of the requirements in this RFP, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section.

Harris County will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and accompanying documentation will become the property of Harris County. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the "Public Information Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the vendor, Harris

**SPECIAL REQUIREMENTS/INSTRUCTIONS - (CONTINUED)**

County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

**EVALUATION PROCESS**

All proposals will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Harris County reserves the right to accept such a proposal if it is determined to be in the best interest of Harris County.

While Harris County appreciates a brief, straightforward, concise reply, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and vendors are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

Harris County Purchasing may initiate discussions with selected vendors; however, discussions may not be initiated by vendors. Harris County Purchasing expects to conduct discussions with vendor’s representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Harris County personnel during the RFP process without the express permission from the Office of the Harris County Purchasing Agent. Harris County Purchasing may disqualify any vendor who has made site visits, contacted Harris County personnel or distributed any literature without authorization from Harris County Purchasing.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Harris County Purchasing. All presentations and/or meetings between Harris County and the vendor relating to this RFP shall be coordinated by Harris County Purchasing.

Selected vendors may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, vendor presentations and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Harris County expects to conduct negotiations with vendor’s representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

**EVALUATION CRITERIA**

Award shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the following in order of relative importance:

- Scope (Sections I, II, attachment j.) ..... 25%
- Security of Vehicles and Facilities (Section II, attachment j.) ..... 25%
- Insurance (Section II, attachment j.)..... 10%

**SPECIAL REQUIREMENTS/INSTRUCTIONS - (CONTINUED)**

- Past Experience on Projects of Similar Size and Scope (Sections II, IV, attachments h., j.) 10%
- Pricing (Section III) ..... 25%
- Financial Security (Section IV, attachment g.)..... 5%

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgments must be made by the Evaluation Committee.

**AWARD**

Harris County anticipates awarding to a single vendor. However, Harris County reserves the right to award to more than one vendor if in the best interest of Harris County.

No award can be made until approved by Harris County Commissioners Court. This RFP does not obligate Harris County to the eventual purchase of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of an agreement.

**LEGAL DOCUMENTS**

Vendor should submit any agreement for products/services which may be required by the vendor's organization to enter into a contract with Harris County. The awarded vendor shall be required to execute an agreement with Harris County which finalizes the terms and conditions set forth in vendor's proposal, best and final offer, and any negotiations between vendor and Harris County. The agreement is subject to review and amendment by the Harris County Attorney's Office.

**POTENTIAL CONFLICT OF INTEREST**

Notwithstanding any other requirements contained in the General Requirements section, the Potential Conflicts of Interest section specifically disqualifies any consultant, contractor and or any other entity who may have been a contributor to the creation of this RFP from proposing on this RFP and shall constitute a "prohibited proposal".

**REFERENCES**

Vendor must provide a minimum of five (5) references as detailed in attachment h., References, or letters of reference from companies for whom vendor has provided similar services a minimum of five (5) concurrent years as demonstration of vendor's prior experience. Letters must include the following information:

- Organization/client name/address
- Name of contact person
- Telephone number for contact
- Vendor services provided to this client
- Professional relationship with the organization/client
- Description of vendor's ability to fill recruitment requests
- Description of quality of personnel provided by vendor
- Whether the organization/client would recommend vendor

References provided must be current and verifiable. Harris County will conduct reference checks to verify and validate vendor's past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the response submitted. In addition, failure to provide verifiable letters of reference or attachment h., References, will be cause for rejection of the response submitted. References from large government entities are preferred.

## SPECIAL REQUIREMENTS/INSTRUCTIONS - (CONTINUED)

### BOND REQUIREMENTS

A bid bond or bank cashier's check only (company checks are not acceptable) in the amount of 5% of proposal is required, and must be submitted with vendor's proposal. The successful vendor is required to furnish a performance bond and/or payment bond in the amount of 100% of proposal within ten (10) days of the award. The performance bond and/or performance bond must remain in effect for the duration of the contract. A new bond will be required each renewal year. Upon award, Harris County Purchasing will send awarded vendor a performance and/or payment bond application. If a vendor is not awarded, bank cashier's checks will be returned within ten (10) days of award. If a vendor is awarded, checks will be returned ten (10) days after receipt of performance bond.

### INSURANCE

Harris County requires that each proposal be accompanied by the company's current Certificate of Insurance. The Certificate MUST be original on the standard industry ACORD form and signed by the agent in ink. If the insurance on the certificate will expire in six months or less from the time the proposal is submitted, the company must include a letter on its own stationery that verifies it will continue insurance at the same levels beyond the expiration date on the certificate. The proposer does need to commit to the same agent or carrier, but must continue insurance. When said current policies expire, the proposer must provide new certificates, as no further agreement will be pursued until verification of coverage is confirmed. The Certificate of Insurance must include coverage for each and every insurance requirement in this package particularly the Workers Compensation 110.110 requirements. Vendor shall procure and maintain appropriate insurance coverage, including as a minimum, public liability and property damage with adequate limits to cover Vendor's liability as may arise directly or indirectly from work performed under terms of this proposal. The certificate must identify Harris County as an additional insured, provide a waiver of subrogation and confirm the Hold Harmless status of the County.

For minimum insurance requirements and TWCC Rule 110.110 see attachments e. and f.

### DAMAGES

In the event a vendor fails to satisfactorily complete the work contemplated in this RFP, and or response times are not met, vendor, at the sole discretion of HCTRA, may be subject to damages. Harris County shall deduct from the payments due the vendor each month, the sum indicated in this RFP for actual, compensatory, consequential and/or liquidated damages. Where liquidated damages are mentioned, which is agreed upon not as a penalty, but as fixed and liquidated damages for each day/hour of such delay, to be paid in full and are subject to no deduction. If the payments due to vendor are less than the amount of such damages said damages shall be deducted from any other monies due or to become due the vendor or shall be paid by the vendor's surety. Vendor shall identify, in writing to the HCTRA Project Manager (PM), the reasons, conditions or any mitigating circumstances for the non-compliance. The HCTRA PM will review and determine the appropriate action to be taken. The HCTRA PM will notify the vendor in writing as to any determination regarding the assessment of damages.

### PURCHASE ORDER

Services and/or products must not be provided and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Purchase orders will be written in annual increments. Once a purchase order is issued, the using department will contact the vendor directly to place service orders.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS - (CONTINUED)**

### **INVOICES**

Vendor shall submit an invoice upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by Harris County. Each invoice shall include deliverable(s) completed and the price for each. Invoice shall be submitted on a monthly basis for work performed during the previous month. Vendor invoices shall be itemized showing the location to which service was provided, number of shipments made and corresponding charge for the service to that location per month. No charges may be billed to Harris County unless such costs are explicitly included in the agreement. Invoices will be sent to:

Harris County Accounts Payable  
1001 Preston Suite 800  
Houston, Texas 77002

Or emailed to: [VENDORINVOICES@HCTX.NET](mailto:VENDORINVOICES@HCTX.NET)

The exact format for monthly invoices and other attachments will be agreed upon between the vendor and HCTRA during contract negotiations.

### **PAYMENTS**

Vendor shall be compensated monthly based on the quantity of each item on the Pricing/Delivery Information sheet and in accordance with the Harris County payment procedures. Based on the invoice and the applicable weekly and monthly reporting, vendor shall be compensated according to the quantity or percent of each bid item that is performed during the month. If vendor does not meet all the staffing requirements and/or service call response/completion times for a particular month, Harris County will deduct those costs as penalties on that month's invoice.

### **PAYMENT CARD INDUSTRY COMPLIANCE**

As a merchant accepting payment cards, the County is required to maintain compliance with the Payment Card Industry (PCI) Data Security Standard (DSS). This requirement extends to all cardholder information and systems within the County's control, including information and systems that may be accessed or managed by County contracted vendors.

A County contracted vendor may have access to confidential information, which may include customer credit card information, that may be accessed and utilized by the vendor to perform services under the terms of this Agreement and/or other agreements between the County and said vendor. The vendor acknowledges that any such confidential information is the sole property of the County and the vendor agrees to protect and secure the information from unauthorized access, whether by the vendor's employees or other parties.

The vendor agrees to comply with the PCI DSS in all vendor-owned systems, networks, and hosts which interface with County-owned systems. The vendor agrees that the processes it uses for developing and/or accessing systems that contain client confidential information will be PCI DSS compliant. The vendor agrees to promptly notify the County of any security breach or failure of a vendor-owned system that affects confidential information belonging to the County.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS - (CONTINUED)**

### **BACKGROUND CHECKS**

In accordance with HCTRA employment policies for new hires, including temporaries and vendor employees/contractors, the following requirements must be met at vendor's expense:

1. Background check including, but not limited to, verification of previous employment;
2. Verification of licensure and/or certification;
3. Criminal activity background check;
4. Pre-employment drug screen with confirmatory testing in the event of a positive screen.

The awarded vendor/contractor must retain the above information and provide for review by Harris County upon request.

Harris County may also conduct its own criminal activity background checks of vendor employees/contractors at the County's own expense. Upon request, vendor shall obtain the consent of its employees/contractors authorizing Harris County or an authorized vendor to conduct such criminal activity background checks. Employees/contractors who do not consent shall not perform services under this contract.

### **USAGE REPORT**

Harris County reserves the right to request, and receive at least one (1) usage report during a contract period, a usage report detailing the services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Harris County department, description of each service purchased, including service type, quantity of each item serviced, per unit and extended price of each service purchased, and total amount and price of all repaired items serviced. Working days do not include weekends or Harris County holidays (see [www.hctx.net](http://www.hctx.net) for holidays observed by Harris County). All usage reports must be computer generated reports similar to the Pricing/Delivery Information matrix and provided electronically in Excel format or other format acceptable to buyer. If vendor is unable to provide a report with any of the information previously listed or within the timeframe allotted, explain what can or cannot be provided and when on the Pricing/Delivery Information page in the space provided.

## SPECIFICATIONS

### **Armored Car Services for the Harris County Toll Road Authority**

#### **SCOPE**

Harris County is seeking proposals from qualified vendor(s) to provide armored car services for the Harris County Toll Road Authority (HCTRA) as described herein beginning on or about February 1, 2015 and ending one (1) year thereafter or until all services ordered prior to the expiration date have been satisfactorily delivered and accepted or performed satisfactorily for the using department.

All questions regarding this RFP should be faxed to (713) 755-6695 Attention: Jorge Geronimo or emailed to [jgeronimo@pur.hctx.net](mailto:jgeronimo@pur.hctx.net) **before 12:00 p.m. on October 10, 2014**. A response to all questions received by that date and time will be issued as an addendum.

#### **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on **October 9, 2014 at 10:00 a.m.** at the HCTRA offices located at 7701 Wilshire Place Drive, Houston, Texas 77040. Attendance is not mandatory; however, **all vendor(s) are encouraged to attend** in order to have a better understanding of the requirements of this RFP.

Persons with disabilities requiring special accommodations should contact Jorge Geronimo at 713-755-6803 at least two (2) days prior to the pre-proposal conference.

#### **RENEWAL OPTIONS**

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

#### **BACKGROUND**

HCTRA improves mobility in the Greater Houston Metropolitan area through excellence operation of urban toll highway systems, while upholding a commitment to leadership, public service, and quality of life. The Toll Road Authority, a division of Harris County's Public Infrastructure Department (PID), is an Enterprise Fund of Harris County and relies on charges from users of the toll road system to fund operations, debt service, and future projects led by its Executive Director Art Storey and the HCTRA is organized under its Director, Gary K. Trietsch and operates through multiple divisions which include: Toll Operations, Roadway and Facility Maintenance, Engineering, Information Technology (includes electronic toll collection systems), Customer Service (includes EZ TAG services), Finance, Legal, Human Resources, Special Projects, Communications, and Incident Management.

The HCTRA Toll Road System consists of approximately 132 miles of roadway to include the Hardy Toll Road, Sam Houston Tollway, Westpark Tollway, Fort Bend Parkway, and the Katy Managed Lanes.



## SPECIFICATIONS – (CONTINUED)

### SPECIFICATION

Vendor shall perform daily services at HCTRA Toll Plazas Monday through Sunday, seven (7) days a week, as stated in attachment k., Schedule of Service Times. Service is not required on Thanksgiving Day or Christmas Day. Once a month, and at no additional cost to Harris County, HCTRA may require one (1) additional daily service per plaza. This will include, but is not limited to, emergency evaluation of cash and coin at the plazas. See attachment l., List of Change Dispensers and Secure Drop Safes.

Daily service at each plaza will consist of several concurrent activities. However, the activities described below should be considered independent of one another for the purpose of this RFP. Some of the activities described below could be implemented in replacement of other listed activities. HCTRA reserves the right to decide which mix of activities best serves its business needs during the review of the submitted proposals. The activities decided upon will be awarded to one vendor on one contract.

### Asset Location Tracking

For Activities 1-5 listed herein, the vendor shall provide HCTRA with an automated solution to fully track the status and location of HCTRA assets.

Assets include:

- Cash received from change purchases,
- Coin vaults,
- Deposit bags coin only,
- Deposit bag currency only,
- Any such combination of the above items.

The vendor shall provide detailed tracking messages that include at least the following message types and data:

<b>Message Type</b>	<b>Action Description</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>	<b>Asset Name</b>
Pick-Up	Departure of assets from HCTRA location	X	X	X	X
Delivery	Delivery of assets to vendor location	X	X	X	X
Return	Return of assets to HCTRA location	X	X	X	X

The vendor shall transmit status messages according to HCTRA's Interface Control Document. Generally, the vendor shall transmit messages in near real time via Secure File Transfer Protocol (SFTP) in an Extensible Markup Language (XML) file format.

The vendor shall conform to all requirements in HCTRA's Interface Control Document and to any and all updates to the Interface Control Document throughout the term of the agreement, at no additional cost to HCTRA.

### Activity 1

Vendor shall fulfill replenishment orders by delivering a prearranged delivery of funds to each individual toll plaza. The replenishment of funds will be a combination of currency and coin which will be picked up by the vendor at a designated bank or depository and delivered to the appropriate HCTRA plaza. The value and the currency mix of the replenishment for each plaza will be predetermined between HCTRA and the designated bank or depository. The exchange with each plaza will consist of

## SPECIFICATIONS – (CONTINUED)

dropping off the replenishment fund and potentially picking up a deposit(s) from each plaza to be delivered to the HCTRA determined bank or depository. Service is required seven (7) days a week.

### Activity 2

Vendor shall replace safe canisters daily with empty vendor-owned canisters. Vendor-owned drop safes will be supplied to each HCTRA plaza to allow HCTRA revenues to be deposited throughout the day into secured safe canisters. The vendor shall assume liability of cash deposited at the time HCTRA employees feed the deposit into the vendor-supplied drop safe. The vendor shall be responsible for securing the canisters containing deposited funds and the transportation of the canisters. Harris County will declare the value of these deposits at the time the Harris County employee feeds the money into the safe. Any discrepancy between the HCTRA counts and the safe deposits will be reconciled within two business days between HCTRA and the vendor. Drop safe features shall include, but are not limited to:

- a high speed currency counter,
- counterfeit detection,
- canister capacity large enough for daily capacity amounts listed in attachment 1.,
- flexible reporting and validation features,
- multiple user login access,
- user tracking,
- auditing capabilities and,
- local maintenance, parts and/or replacement available within twenty-four (24) hours.

The vendor shall provide an additional spare drop safe per plaza as a precaution against malfunctions of other safes in use. The vendor shall provide information technology (IT) assistance to HCTRA in developing and maintaining a data feed from the safes to HCTRA systems and special reporting from the safes. Attachment 1., List of Change Dispensers and Secure Drop Safes, describes the minimum capacity requirements per plaza. The proposal should include a brochure or other informational literature on the drop safes, including but not limited to, the size and weight of the safes and capacity of the canisters. Service is required seven (7) days a week.

### Activity 3

The vendor shall provide a secured change dispensing unit. Ideally, the change dispensing unit will be an extension of the drop safes described above. The change dispenser will be used to supply the HCTRA toll collectors with their beginning tour values and to provide exchanges of higher denomination bills for lower denomination bills and coins. The change dispensers will need the ability to hold different denomination mixes/values of coin and/or paper to meet the needs of the plazas – as described in attachment 1., List of Change Dispensers and Secure Drop Safes. The change dispensers will need to hold up to four (4) days of tours. The vendor shall not be responsible for replenishing the change dispensers. Accessibility to the change dispenser inventory should be independent of the currency deposited into the canisters described above. Change dispenser features shall include, but are not limited to:

- flexible report generation,
- multiple user login access,
- user tracking,
- auditing capabilities,
- making change and,
- local maintenance, parts and/or replacement within twenty-four (24) hours.

## **SPECIFICATIONS – (CONTINUED)**

The vendor shall provide IT assistance to HCTRA in developing and maintaining a data feed from the secured change dispensing unit to HCTRA systems and special reporting from the change dispensers. The vendor shall provide an additional change dispenser per plaza as a precaution against malfunctions of other change dispensers in use. Attachment 1., List of Change Dispensers and Secure Drop Safes, will describe the minimum capacity requirements per plaza. The proposal should include a brochure or other informational literature on the change dispensers, including but not limited to, the size and weight of the safes; the capacity of the canisters; and if the safes use tubes or lose cash/rolls of coin. Service is required seven (7) days a week.

### **Activity 4**

The vendor shall pick up HCTRA supplied carts, loaded with coin vaults and will deliver coin vaults to the counting location designated by HCTRA. HCTRA will supply serial numbers of vaults to be picked up. Deposit bags and cash received from change purchases will be delivered to a bank or other deposit location as designated by HCTRA. Vendor shall return all coin vaults and racks to the appropriate pick-up site within two (2) working days. The vendor shall guarantee the condition of the coin vaults and the maintenance of the vaults while in their possession, and is responsible for damages to equipment which occurs while in the vendor's possession. Service is required seven (7) days a week.

### **Activity 5 (Optional)**

Activity 2 addresses securing the toll collector's cash revenues into a secure environment through the drop safe technology. HCTRA is also searching for technologies or solutions to secure coins being returned as revenue by the toll collectors. The vendor shall provide a detailed description of the technology or solution for this activity, with a strong focus on accuracy and security. A response for Activity 5 is not required; however, providing an affordable, secure and reliable solution will be seriously considered. The proposal should include a brochure or other informational literature on the suggested solution, including but not limited to, the size and weight; the capacity; suggested workflows; and any limitations to the solution/technology. Service is required seven (7) days a week.

### **Pricing**

Option I in the Pricing/Delivery Information sheet represents a combined pricing of Activities 1, 2, 3 and 4. Option II represents a combined pricing of activities 1, 2 and 4 only. Option III represents a combined pricing of activities 1 and 4 only. Activity 5 should be priced independently of the other Activities. The monthly charge shall be the same for each location to facilitate record keeping. Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.

Provide separate pricing on additional armored car services outside of normal operations and in addition to the once a month pick-up per plaza exception. The additional services could be for any day of the week. Price fluctuations that are dependent on the week day (i.e. Sunday vs. Monday) should be stated. The pricing should be specific as to time sensitivity (one (1) hour notice vs. four (4) hour notice). If the armored car service excludes certain days of the week/year, or if a mandate on a minimum lead time for emergency services is required by HCTRA, these and any other limitations should be stated.

### **Service Locations**

Service locations will include the nine (9) HCTRA Toll Plazas. The main office, ramps and active mainlines are not included. The actual number of carts at each toll plaza is subject to change due to rare lane conversions. The scheduled times of service to pull the coin vaults is defined in attachment k., Schedule of Service Times.

**SPECIFICATIONS – (CONTINUED)**

The sites and the current number of carts at each Toll Plaza, based on estimates of current frequency of vault pulls, are as follows:

**Pick up Chart**

Toll Plaza	Coin Vault #1	Coin Vault # 2	Coin Vault # 3	Deposit & Coin Bags
	Size			Cashier Office
	34" x 48"	26" x 54"	16" x 27"	
Hardy Toll Road North Mainline	4	0	2	6-12 bags and/or quoted canisters
Hardy Toll Road South Mainline	2	0	4	6-12 bags and/or quoted canisters
Sam Houston Tollway North	4	0	0	6-12 bags and/or quoted canisters
Sam Houston Tollway Central	4	0	0	6-12 bags and/or quoted canisters
Sam Houston Tollway South	0	5	0	6-12 bags and/or quoted canisters
Sam Houston Tollway Ship Channel Bridge	1	0	0	6-12 bags and/or quoted canisters
Sam Houston Tollway East	0	0	3	6-12 bags and/or quoted canisters
Sam Houston Tollway Southeast	0	0	5	6-12 bags and/or quoted canisters
Sam Houston Tollway Southwest	0	0	2	6-12 bags and/or quoted canisters

**Service Times**

Please see attachment k., Schedule of Service Times. Changes to the schedule may be allowed at HCTRA’s sole discretion. HCTRA will consider all proposals offering reasonable time schedules and reserves the right to act as sole judge in determining reasonability of the offer in conjunction with times requested. Any proposed variations to the schedule shown should be submitted as a separate attachment to the proposal. Vendor shall adhere to the final agreed upon daily schedule and understands that failure to perform in accordance with said schedule may be cause for termination of contract. **Harris County reserves the right to deduct an amount equal to the charge for one (1) day, plus an additional amount equal to and based upon the potential interest earnings for the lost investment time, for each and every day vendor fails to perform in accordance with this contract. Harris County reserves the right to deduct these amounts from invoices submitted for payment by vendor.**

**Security**

Harris County requires a high level of security for facilities, vehicles and practices. Describe in Section II of proposal how security will be provided for Harris County assets at all times while in vendor’s custody. Security, at a minimum, must address the following:

- time locks on main and weekend vaults,
- motion, heat and sound sensors in cash room and vault area,
- facilities constructed and equipped for the services described herein,
- vehicles built and equipped for armored car services (no unarmored or partially armored vehicles.)

The security of all Harris County assets is a critical consideration of an armored car services vendor. Therefore, Harris County requires, at a minimum, insurance levels detailed in attachment e., Minimum Insurance Requirements. Include in Section II of proposal the levels of insurance your company may offer. Coverage over and above stated minimum insurance levels will be considered in the evaluation of

## **SPECIFICATIONS – (CONTINUED)**

the proposal. Awarded vendor shall provide copies of required insurance coverage as outlined in attachment e., Minimum Insurance Requirements.

The security of the Harris County Toll Plazas will require the vendor to present HCTRA with recent photos of all drivers assigned to the HCTRA account. Vendor shall provide immediate notification to HCTRA personnel any time there is a change in employment status (termination of driver or addition of a new driver). Vendor shall also provide updated driver information list every three months (February 1, May 1, August 1 and November 1). The vendor's employees will also be required to adhere to a "Conflict of Interest" clause. The "Conflict of Interest" clause will state that the service provider must check the "close relatives" of their armored car crew with that of HCTRA. The HCTRA policy "Employment of Family Members Policy" (Policy Number PL0009) will be used to define "close relatives." The "Conflict of Interest" clause will state that "close relatives" of the service provider will not be assigned to the HCTRA account. The "Conflict of Interest" clause does not state that "close relatives" of the service provider cannot exist with HCTRA employees. However, "close relatives" of the service provider should not be involved in activities with HCTRA Toll Plazas or any other transportation of HCTRA monies. The vendor shall be required to rotate personnel on an annual basis and be able to provide assurance that the "Conflict of Interest" policy is not violated.

The vendor is expected to comply with HCTRA's "Emergency Evacuation of Funds" policy. The policy addresses HCTRA Toll Plaza closures and the evaluation of cash due to natural disasters (i.e. hurricanes, flooding, etc.), industrial accidents, terrorism, etc. The proposal should include the minimum amount of notification needed to respond to a Toll Plaza or system wide evacuation of funds.

### **Vehicles**

Vehicles used for this service shall be owned and operated by the vendor and fully maintained at the vendor's expense. All vehicles shall be equipped for the services to be performed, including lift-gates, and be properly "armored", by industry definition. Standard street vehicles will NOT be used.

### **Vendor Liability / Responsibility**

The vendor shall be liable for all Harris County property and funds transferred from the time shipment is picked up and signed for until all funds have been satisfactorily delivered and signed for by a representative of the Harris County Treasurer's Office and/or the Harris County depository. Vendor shall not be responsible for determining the amount of monies being picked up or for shortages occurring as a result of errors prior to pick-up by the vendor, provided all deposit bags and coin vaults have remained sealed from the time vendor's liability became effective.

The vendor shall assume liability of cash deposited at the time HCTRA employees feed the deposit into the vendor supplied drop safe. The vendor shall be responsible for any shortages resulting from discrepancies in the counters on the drop safes to the two manual counts performed by HCTRA. The vendor shall be required to reconcile to any discrepancy within two (2) business days. In the event of loss or damage of property or loss of funds, the vendor shall furnish written reports as to the type and amount of the damage or loss within thirty-six (36) hours of occurrence. Salvage, reclamation and/or reparation will begin as soon as possible after notification. Harris County will assist in the proper identification of any such material. Vendor shall provide copies of required insurance coverage as outlined in attachment e., Minimum Insurance Requirements.

**PRICING/DELIVERY INFORMATION**

**PRICING**

Vendor must complete the open spaces provided. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County reserves the right to award by item; group, overall, or otherwise, as best serves the county's interest. **Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.**

<b>Item No.</b>	<b>Location</b>	<b>Unit of Measure</b>	<b>Est. Qty.</b>	<b>Unit Price</b>	<b>Total Price</b>
A.	Option I, includes Activities 1, 2, 3 and 4 (7 days a week service)				
1.	Hardy Toll Road North Mainline Toll Plaza	Month	12	\$	\$
2.	Hardy Toll Road South Mainline Toll Plaza	Month	12	\$	\$
3.	Sam Houston Tollway North	Month	12	\$	\$
4.	Sam Houston Tollway Central	Month	12	\$	\$
5.	Sam Houston Tollway South	Month	12	\$	\$
6.	Sam Houston Tollway Ship Channel Bridge	Month	12	\$	\$
7.	Sam Houston Tollway East	Month	12	\$	\$
8.	Sam Houston Tollway Southeast	Month	12	\$	\$
9.	Sam Houston Tollway Southwest	Month	12	\$	\$
<b>TOTAL FOR OPTION I</b>					<b>\$</b>

<b>Item No.</b>	<b>Location</b>	<b>Unit of Measure</b>	<b>Est. Qty.</b>	<b>Unit Price</b>	<b>Total Price</b>
B.	Option II, includes Activities 1, 2, and 4 (7 days a week service)				
1.	Hardy Toll Road North Mainline Toll Plaza	Month	12	\$	\$
2.	Hardy Toll Road South Mainline Toll Plaza	Month	12	\$	\$
3.	Sam Houston Tollway North	Month	12	\$	\$
4.	Sam Houston Tollway Central	Month	12	\$	\$
5.	Sam Houston Tollway South	Month	12	\$	\$
6.	Sam Houston Tollway Ship Channel Bridge	Month	12	\$	\$
7.	Sam Houston Tollway East	Month	12	\$	\$
8.	Sam Houston Tollway Southeast	Month	12	\$	\$
9.	Sam Houston Tollway Southwest	Month	12	\$	\$
<b>TOTAL FOR OPTION II</b>					<b>\$</b>

**PRICING/DELIVERY INFORMATION – (CONTINUED)**

<b>Item</b>		<b>Unit of</b>	<b>Est.</b>		
<b>No.</b>	<b>Location</b>	<b>Measure</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total Price</b>
C.	Option III, includes Activities 1 and 4 (7 days a week service)				
1.	Hardy Toll Road North Mainline Toll Plaza	Month	12	\$ _____	\$ _____
2.	Hardy Toll Road South Mainline Toll Plaza	Month	12	\$ _____	\$ _____
3.	Sam Houston Tollway North	Month	12	\$ _____	\$ _____
4.	Sam Houston Tollway Central	Month	12	\$ _____	\$ _____
5.	Sam Houston Tollway South	Month	12	\$ _____	\$ _____
6.	Sam Houston Tollway Ship Channel Bridge	Month	12	\$ _____	\$ _____
7.	Sam Houston Tollway East	Month	12	\$ _____	\$ _____
8.	Sam Houston Tollway Southeast	Month	12	\$ _____	\$ _____
9.	Sam Houston Tollway Southwest	Month	12	\$ _____	\$ _____
<b>TOTAL FOR OPTION III</b>					<b>\$ _____</b>

<b>Item</b>		<b>Unit of</b>	<b>Est.</b>		
<b>No.</b>	<b>Location</b>	<b>Measure</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total Price</b>
D.	Activity 5, Optional (7 days a week service)				
1.	Hardy Toll Road North Mainline Toll Plaza	Month	12	\$ _____	\$ _____
2.	Hardy Toll Road South Mainline Toll Plaza	Month	12	\$ _____	\$ _____
3.	Sam Houston Tollway North	Month	12	\$ _____	\$ _____
4.	Sam Houston Tollway Central	Month	12	\$ _____	\$ _____
5.	Sam Houston Tollway South	Month	12	\$ _____	\$ _____
6.	Sam Houston Tollway Ship Channel Bridge	Month	12	\$ _____	\$ _____
7.	Sam Houston Tollway East	Month	12	\$ _____	\$ _____
8.	Sam Houston Tollway Southeast	Month	12	\$ _____	\$ _____
9.	Sam Houston Tollway Southwest	Month	12	\$ _____	\$ _____
<b>TOTAL FOR ACTIVITY 5</b>					<b>\$ _____</b>

**RENEWAL OPTIONS**

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

**TAX FORM/DEBT/RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

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

Are you registered to do business in the State of Texas?  Yes  No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

\_\_\_\_\_  
\_\_\_\_\_

**I. Property:** List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

<u>Harris County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____

\* *This is the property account identification number assigned by the Harris County Appraisal District.*

\*\* *For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

**II. Harris County Debt** - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes  No If yes, attach a separate page explaining the debt.

**III. Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[Company Name] [City and State]



**BID/OFFER GUARANTY AND PERFORMANCE AND/OR PAYMENT BOND  
INFORMATION AND REQUIREMENTS**

A guaranty shall be submitted with each bid that the bidder will, if required, execute and furnish performance and/or payment bonds within ten days after award of the contract and receipt of contract and performance and/or payment bond forms. Guaranty may be submitted in either of these forms:

- A. Individual bid bonds payable to Harris County for 5% for each separate bid, or
- B. Bank cashier's check payable to Harris County for 5% for each separate bid.

If the successful bidder submits a bank cashier's check, as guaranty, Harris County may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make payment and/or performance bonds. The bond(s) shall be in the amount of 100% of contract price, and shall be executed by a surety company authorized to do business in the State of Texas. The prescribed form of contract and bond application(s) are available to the bidder from Harris County, and are the only form(s) Harris County will accept.

If the performance and/or payment bond forms and related documents are not returned to the Harris County Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, Texas 77002 within ten days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Purchasing Office from the Contractor's Surety before any payments will be made.

**BID CHECK RETURN AUTHORIZATION FORM**

Offeror must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Harris County, **not payable to any individual**.

If a bid, the County Clerk may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The County Clerk shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP, all bid checks will be retained by the Office of the Purchasing Agent until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Harris County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

- 1. we are an unsuccessful bidder, or
- 2. a performance bond, and payment bond, if required, has replaced the bid check, or
- 3. upon completion of contract.

Bid for: \_\_\_\_\_

Cashier's Check Number \_\_\_\_\_, Drawn on \_\_\_\_\_

Bank of \_\_\_\_\_, Dated \_\_\_\_\_ in

the amount of \$ \_\_\_\_\_.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

**For Use of County Clerk/Purchasing Agent Only:**

Date Check Mailed: \_\_\_\_\_ By: \_\_\_\_\_

Ledger Number: \_\_\_\_\_ Dept: \_\_\_\_\_

**MINIMUM INSURANCE REQUIREMENTS**

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

**TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE**

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

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

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**FINANCIAL STATEMENT**

Condition of bidder at close of business Month, \_\_\_\_\_, 2014

**ASSETS**

1.	Cash on hand		\$ _____	
	In Bank		\$ _____	
	Elsewhere		\$ _____	\$ _____
2.	Accounts receivable from completed contracts (exclusive of claims not approved for payment)			_____
3.	Accounts receivable from other sources than above			_____
4.	Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.)			_____
5.	Deposits for bids or other guarantees			_____
6.	Notes receivable	Past due	\$ _____	
		Due 90 days	\$ _____	
		Due Later	\$ _____	
7.	Interest earned			_____
8.	Real Estate			
	Business Property, Present value		\$ _____	
	Other property		\$ _____	_____
9.	Stocks and Bonds		\$ _____	
	Listed on exchange		\$ _____	
	Unlisted		\$ _____	_____
10.	Equipment, machinery, fixtures		\$ _____	
	Less Depreciation		\$ _____	_____
11.	Other Assets			_____
			<b>TOTAL ASSETS</b>	\$ _____

**LIABILITIES AND NET WORTH**

1.	Notes Payable To banks regular	\$ _____	
	(For certified check)	_____	
	Equip. Obligations	_____	
	Others	_____	\$ _____
2.	Accounts Payable Current	\$ _____	
	Past Due	_____	_____
3.	Real Estate Mortgages		_____
4.	Other Liabilities		_____
5.	Reserves		_____
6.	Capital Stock Paid up Common		_____
	Preferred	_____	_____
7.	Surplus		_____
	<b>TOTAL LIABILITIES</b>		\$ _____

**REFERENCES**

Reference #1

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #2

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #3

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**REFERENCES - (CONTINUED)**

Reference #4

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #5

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #6

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## QUESTIONNAIRE

This questionnaire requests information about the respondent that will be used in the evaluation process. All vendors must complete this questionnaire and answer questions in the order listed. Answers should be as thorough and definitive as possible and include all pertinent data.

### **Scope of Service**

1. Describe in detail the process of how the vendor and their current clients use the drop safes described in the RFP (Activity 2) and the process of depositing funds.
2. Describe in detail the process of how the vendor and their current clients use the secure change dispensing units described in the RFP (Activity 3) and the process of replenishing and dispensing of funds.
3. Describe the reconciliation process the vendor would follow as described in Activity 2. How would the vendor remedy the shortage?
4. Can vendor meet the delivery schedules in attachment k.? Specify any changes outside the times provided.
5. Describe security method to enable Harris County to identify vendor's authorized collectors.
6. Describe the number and extent of losses in Texas within the past thirty-six (36) months and the number and extent of losses for other toll road entities within the past thirty-six (36) months.
7. Describe availability of replacement safes or change dispensing units along with the availability of maintenance for the units. How often are the units calibrated? Is this calibration performed in-house or performed by an independent contractor?
8. Describe in detail the process of how the vendor will track and transmit all HCTRA assets.
9. Describe in detail the reconciliation procedures that occur prior to the transmission of the data file to ensure that the data is comprehensive and accurate.

### **Security of vehicles and facilities**

10. Describe tracking devices for transport vehicles.
11. What back-up power systems are in place at your facility?
12. Describe general construction of your facility as it relates to security.
13. What procedures are in place to insure employee honesty within the facility and during interaction with the client?
14. Describe communication capabilities between driver, messenger and home base.
15. Describe armored capabilities of vehicles and include applicable literature/brochures in Section II.
16. Describe security highlights of facilities.
17. How will identification of authorized collectors be disseminated to Harris County?
18. Describe your video surveillance system.
19. Describe in detail your disaster plan and how it addresses the use of an alternative collection site.

### **Employees**

20. How many employees or contractors at your facility have been dismissed in the past thirty-six (36) months for loss?
21. Does your company employ any subcontractors in performance of any duties in the fulfillment of this contract?

### **Insurance**

22. Can vendor meet minimum insurance requirements (attachment e.)? Please provide documentation in Section I of response.
23. What additional insurance coverage does vendor offer? Please provide documentation.

**SCHEDULE OF SERVICE TIMES CURRENTLY ANTICIPATED**

(Could be modified with the mutual consent of the vendor and Harris County)

<b>PROPOSED SERVICE SCHEDULE</b>	
<b>LOCATION</b>	<b>MONDAY - SUNDAY</b>
Hardy Toll Road North Mainline Toll Plaza	9:30 A.M. - 11:30 A.M.
Hardy Toll Road South Mainline Toll Plaza	9:30 A.M. - 11:30 A.M.
Sam Houston Tollway North	9:30 A.M. - 11:30 A.M.
Sam Houston Tollway Central	9:30 A.M. - 11:30 A.M.
Sam Houston Tollway South	9:30 A.M. - 11:30 A.M.
Sam Houston Tollway Ship Channel Bridge	9:30 A.M. - 11:30 A.M.
Sam Houston Tollway East	9:30 A.M. - 11:30 A.M.
Sam Houston Tollway Southeast	9:30 A.M. - 11:30 A.M.
Sam Houston Tollway Southwest	9:30 A.M. - 11:30 A.M.

## Change Dispensers with Tubes

Location	# of tubs/tours	Ratio of tub capacity variances *
Hardy Toll Road North Mainline Toll Plaza	160	10:7:1
Hardy Toll Road South Mainline Toll Plaza	190	2:2:1
Sam Houston Tollway North	290	3:2:1
Sam Houston Tollway Central	220	3:2:1
Sam Houston Tollway South	250	2:2:1
Sam Houston Tollway Ship Channel Bridge	110	3:2:1
Sam Houston Tollway East	150	5:3:1
Sam Houston Tollway Southeast	150	2:2:1
Sam Houston Tollway Southwest	180	3:2:1

\* Need flexibility for changing ratios

## Change Dispensers with lose bills and coin rolls

Location	Bill Capacity	Coin Capacity in Rolls		
	# \$5 bills	# Gold Rolls	# Quarter Rolls	# Total Rolls of Coin
Hardy Toll Road North Mainline Toll Plaza	2,200	400	750	1,150
Hardy Toll Road South Mainline Toll Plaza	2,500	300	1,050	1,350
Sam Houston Tollway North	5,400	1,500	1,850	3,350
Sam Houston Tollway Central	4,400	1,350	1,100	2,450
Sam Houston Tollway South	4,300	1,000	2,000	3,000
Sam Houston Tollway Ship Channel Bridge	2,000	500	300	800
Sam Houston Tollway East	2,500	400	800	1,200
Sam Houston Tollway Southeast	2,200	400	1,000	1,400
Sam Houston Tollway Southwest	3,200	550	550	1,100

## Secure Drop Safes

Location	Note Capacity required
Hardy Toll Road North Mainline Toll Plaza	7,500.00
Hardy Toll Road South Mainline Toll Plaza	11,000.00
Sam Houston Tollway North	31,000.00
Sam Houston Tollway Central	21,000.00
Sam Houston Tollway South	25,000.00
Sam Houston Tollway Ship Channel Bridge	17,000.00
Sam Houston Tollway East	13,000.00
Sam Houston Tollway Southeast	13,000.00
Sam Houston Tollway Southwest	18,000.00