

HARRIS COUNTY BID COVER SHEET

Job No. 02/0345

Date Due: October 1, 2002

DUE NO LATER THAN 1:00 P.M.

Bids received later than the date and time above will not be considered.

BID FOR: Term Contract for Armored Car Service for Harris County (For one year beginning approximately November 1, 2002)

OFFERORS NOTE!!

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples.

Please return bid in the envelope provided or in a comparable size envelope. ENVELOPE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."

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

For additional information, contact William Perry at (713) 755-4961

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

Total Amount of Bid: \$ _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone No. _____ FAX No. _____ e-mail _____

Print Name: _____

Signature: _____

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

ACCEPTED BY: _____
HARRIS COUNTY JUDGE ROBERT ECKELS

Date: _____

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**
Your company name, address, the total amount of the bid/proposal, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**
This page is the Table of Contents.
- 3. **General Requirements**
You should be familiar with all of the General Requirements.
- 4. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.
- 5. **Specifications**
This section contains the detailed description of the product/service sought by the County.
- 6. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.
- 7. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.
 - b. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
 - c. **Bid Check Return Authorization Form**
This form applies only to certain forms. Please read carefully and fill out completely.
 - d. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - e. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - f. **Workers' Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
 - g. **Financial Statement**
When this information is required, you must use this form.
 - h. **Reference Sheet**
 - i. **Insurance Requirements**

GENERAL REQUIREMENTS
FOR BIDS{PRIVATE }

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 bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

GOVERNING LAW

This invitation to bid 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.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or 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 bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

BID FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form, using the envelope provided or in a comparable size envelope. **ENVELOPE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED “SEALED BID.”** An authorized representative of the offeror should sign the 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.

BID RETURNS

Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 1:00 P.M.** on the date specified. Late bids will not be accepted.

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.

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 bid package.**

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify 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 bid, 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 bid. Certification of such coverage must be provided to the County upon request.

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.

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.

BONDS

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

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.

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 fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, 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.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

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 bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid 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 bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

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 bid 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.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require upcharges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

EVALUATION

Evaluation shall be used as a determinant as to which bid 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 bids are subject to tabulation by the Harris County Purchasing Department and recommendation to Harris County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

INSPECTIONS

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 bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

TESTING

Harris County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

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 bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST BID 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 bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court or Hospital District Board of Managers, as applicable, and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

ASSIGNMENT

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

TERM CONTRACTS

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

MAINTENANCE

Maintenance required for equipment bid 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.

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.

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 bid package and/or on the Purchase Order as a "Deliver To:" address.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. 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.

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.**

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 bid.

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 good 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.

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.

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

FLOPPY DISK

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

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. §522.137, 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.

SPECIAL REQUIREMENTS/INSTRUCTIONS{PRIVATE }

The following requirements and instructions supersede General Requirements where applicable.

1. Application

Should this contract apply to other governmental entities, references to "Harris County" and the "Harris County Commissioners Court" may apply to one or more of the following:

- "Harris County Flood Control District" governed by "Harris County Commissioners Court"
- "Harris County Hospital District" governed by its "Board of Managers"
- "Harris County Community Supervision and Corrections Department" governed by its Standing Committee for Probation Matters"
- "Greater Harris County 9-1-1 Emergency Network" governed by its "Board of Managers"

2. Bid Requirements

Each bidder should submit as a bid this entire ITB, completed where necessary, for example, the ITB cover sheet, the Price Sheets, Residence Certification, etc. Use the envelope provided with the ITB, or a comparable one, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED BID". Harris County shall not be responsible for any effort or cost expended in the preparation of a response to this ITB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners Court.

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Harris County.

4. Payment

Harris County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Harris County or Harris County Hospital District, as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Harris County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this ITB. 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 item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

SPECIFICATIONS

Term Contract for Armored Car Service for Harris County
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SCOPE

The intention of this Harris County Invitation To Bid (ITB) is to solicit bids for a term contract for armored car service for one year beginning approximately November 1, 2002. Contractor will be required to make scheduled pickups from the various offices of Harris County within the time frames given. The successful contractor is required to furnish a performance bond for the full amount of the bid.

For information regarding the bid process, contact William Perry of the Office of the Harris County Purchasing Agent at (713) 755-4961, or, for technical information concerning the services described in this ITB, contact Gene Hicklin in Financial Services at (713) 755-5106.

DESCRIPTION

Contractor will make scheduled pick ups of currency, coin, checks, securities, etc. from various locations in Harris County, and within the time frames as specified herein. Shipments must be signed for, evidencing products and amounts, by the contractor's representative as picked up. All scheduled shipments which are picked up prior to 2:00 p.m. must be delivered to the Harris County designated bank prior to 4:00 p.m. that same day. All other scheduled pickups must be delivered prior to 4:00 p.m. the next business day. When picking up shipments according to the authorized schedule, the contractor shall not be required to wait longer than 10 minutes after arrival to take receipt of shipment. Reasonable alternative scheduling may be considered by Harris County, if requested. Locations may be added to or deleted from contract to meet the needs of Harris County. Services are not normally required on Sundays, Harris County holidays, or bank holidays. However, services must be provided on these days if requested by Harris County.

Shipments will be securely sealed and fastened with an instrument, which cannot be removed or refastened without leaving visible signs of tampering. Harris County shall declare the value of all sealed shipments provided to the contractor, and contractor will be responsible to safely and timely transport them to the designated locations.

Contractor will be responsible for the safety and security of all Harris County property in his possession. In the event of property damage or loss, the contractor shall furnish written reports as to the type and amount of the damage or loss within thirty-six (36) hours. Salvage, reclamation and/or reparation shall begin as soon as possible following the submission of the above report. Harris County will assist in the proper identification of any such material and make every effort to minimize costs and/or further loss or damage.

Anticipated service by location is listed below.

Address	Department Name	Schedule	Service
1001 Macario Garcia	J. P. 6-2 Tax Office	1:00 PM-2:00 PM	Daily service 2 office pickup
1001 Preston, 4th Floor	County Clerk	12:30 PM-1:30 PM	Daily service 1 office pickup
1001 Preston, 6th Floor	Treasurer's Office Tax Office	3:30 PM-4:30 PM	Daily service 2 office pickup
107 E. Shaw, Pasadena	J. P. 2-2 Constable 2 County Clerk	8:00AM-9:00AM	Daily service 3 office pickup
101 Main, Pasadena	Tax Office	10:00 AM- 11:00AM	Daily service 1 office pickup
8080 El Rio	County Library	9:30AM-10:30AM	Daily service 1 office pickup
1721 Peck Rd.	Tax Office	9:00AM-10:00AM	Daily service 1 office pickup
10851 Scarsdale	J. P. 2-1 County Clerk	8:30AM-9:30AM	Daily service 2 office pickup
1115 Congress, Basement	District Clerk Child Support County Clerk	12:30PM-1:30PM	Daily service 3 office pickup
7900 Will Clayton Parkway, Humble	Tax Office J. P. 4-2 County Clerk	11:15AM-12:15AM	Daily service 3 office pickup
1301 Franklin	Sheriff's Office	12:30PM-1:30PM	Daily service 1 office pickup
1301 Franklin, Business office	Sheriff's Office	12:30PM-1:30PM	Weekly service 1 office pickup
14350 Wallisvile Rd.	J. P. 3-1 Tax Office	12:00PM-1:00PM	Daily service 2 office pickup
14350 Wallisvile Rd.	Sheriff	12:00PM-1:00PM	Weekly service 1 office pickup
101 S. Walnut, Tomball	Tax Office	10:00AM-11:00AM	Weekly service 1 office pickup

Address	Department Name	Schedule	Service
16603 Buccaneer	J. P. 8-2 Tax Office County Clerk	1:30PM-2:30PM	Weekly service 3 office pickup
16715 Clay Rd.	J. P. 5-2 Tax Office County Clerk	12:45PM-1:45PM	Weekly service 3 office pickup
301 San Jacinto	J. P. 1-2 Constable 1	1:00PM-2:00PM	Weekly service 2 office pickup
333 Lockwood	J. P. 6-1	1:45PM-2:30PM	Twice weekly service 1 office pickup
333 Lockwood	Constable 6	1:30PM-2:30PM	Weekly service 1 office pickup
5300 Griggs	J. P. 7-2 Constable 7 Tax Office	3:45PM-4:30PM	Weekly service 3 office pickup
5737 Cullen Blvd.	J. P. 7-1	10:00AM-11:00AM	Daily service 1 office pickup
6000 Chimney Rock	J. P. 5-1	4:30PM-5:00PM	Daily service 1 office pickup
6000 Chimney Rock	County Clerk Tax Office	8:45AM-9:40AM	Daily service 2 office pickup
6831 Cypresswood Dr., Spring	J. P. 4-1 Constable 4 Tax Office County Clerk	12:30PM-1:30PM	Daily service 4 office pickup
701 W. Baker Rd., Baytown	J. P. 3-2 Constable 3 Tax Office County Clerk	10:45AM-11:45AM	Daily service 4 office pickup
7300 N. Shepherd	J. P. 1-1 Tax Office County Clerk	1:00PM-2:00PM	Daily service 3 office pickup
7330 Spencer Hwy., Pasadena	Constable 8 J. P. 8-1 Tax Office	9:30AM-10:30AM	Daily service 3 office pickup

<u>Address</u>	<u>Department Name</u>	<u>Schedule</u>	<u>Service</u>
7423 Katy Frwy.	Constable 5	12:30PM-1:30PM	Daily service 1 office pickup
9900 NW Frwy.	Co. Engineer Permit Flood Control	8:00AM-9:00AM	Daily service 2 office pickup
49 San Jacinto	HCSCD Sheriff	4:00PM-5:00PM	Daily service 2 office pickup
1310 Prairie	Domestic Relations Facilities & Property Mgt. Pre-Trail Risk Management	9:00AM-10:00AM	Daily service 4 office pickup
9418 Jensen St.	Sheriff Alarm Detail	9:00AM-10:00AM	Daily service 1 office pickup
406 Caroline	JIMS	9:00AM-10:00AM	Twice weekly service 1 office pickup
1019 Congress	Law Library	12:00PM-1:00PM	Daily service 1 office pickup
301 Fannin	County Clerk	12:30PM-1:30PM	Daily service 1 office pickup

CONTRACTOR QUALIFICATIONS

The contractor shall be fully bonded per attachment b., Bid Guaranty and Performance Bond Information and Requirements. Bid guaranty is required at the time of bid submittal, performance bonding is required within 10 days after notification of award. Contractor and employees will be fully insured per attachment i., Insurance Requirements. Proof of required insurance coverage should accompany the bid and be maintained at all times during the term of the contract. Information regarding any loss and/or change of insurance coverage must be furnished immediately to William Perry, Harris County Office of the Purchasing Agent.

Vehicles employed in the fulfillment of the requirements of this contract shall be owned and operated by the contractor at the contractor's expense. Only motor vehicles meeting the standards of the accepted industry definition, properly built and equipped for armored service are acceptable. No standard, unarmored street vehicles shall be used.

PRICING/DELIVERY INFORMATION

- I. **Pricing:** Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:		
				Monthly cost	Extension	Annual Extension
Line	Description of Service	Qty.	UM	\$U/M	(\$ X Qty)	(\$ X Qty X 12)
1	Daily service: 1 office pickup	11	service/mo			
2	Daily service: 2 office pickup	7	service/mo			
3	Daily service: 3 office pickup	5	service/mo			
4	Daily service: 4 office pickup	3	service/mo			
5	Twice weekly service: 1 office pickup	2	service/mo			
6	Weekly service: 1 office pickup	4	service/mo			
7	Weekly service: 2 office pickup	1	service/mo			
8	Weekly service: 3 office pickup	3	service/mo			
	Total:					

- II. **Payment Discount:** Indicate the payment discount(s) available depending on when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.
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- III. **Renewal:** Harris County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal will be in one (1) year increments, not to exceed four (4) years.

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
[Company Name]
Government Code §2252.001.

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

BID GUARANTY AND PERFORMANCE BOND
INFORMATION AND REQUIREMENTS

A guaranty shall be submitted with each bid that the bidder will execute and furnish a performance bond within ten days after award of the contract and receipt of performance bond application form. Guaranty may be submitted in either of these forms:

- A. Individual bid bond payable to Harris County for 5% of the total amount of each separate bid, or
- B. Bank cashier's check payable to Harris County for 5% of the total amount of 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 a performance bond. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The prescribed performance bond application is available to the bidder from Harris County, and is the only form Harris County will accept.

If the performance bond forms and related documents are not returned to the Harris County Office of the 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 Office of the Purchasing Agent 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: _____

For Use of County Clerk/Purchasing Agent Only:

Date Check Mailed: _____ By: _____

Ledger Number: _____ Dept: _____

Insurance Requirements

The contractor shall, as a minimum, maintain the following types and amounts of insurance and shall keep such insurance in force during the term of this contract.

- (A) Workers' compensation Insurance (including occupational disease coverage) as required by applicable law.
- (B) Employer's Liability Insurance
 - 1) Bodily Injury by accident-\$1,000,000 each accident
 - 2) Bodily Injury by disease - \$1,000,000 each employee
 - 3) Bodily Injury by disease - \$1,000,000 policy limit
- (C) Commercial General Liability Insurance on an "Occurrence Form" with a combined single limit of \$1,000,000 per occurrence including coverage for products and completed operations.
 - 1)\$2,000,000 – General Aggregate
 - 2)\$1,000,000 – Products/completed operations
 - 3)\$1,000,000 Personal and advertising Injury
 - 4)\$1,000,000 each occurrence
- (D) Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence including coverage for owned, non-owned and hired vehicles.
- (E) "All Risk" Cargo Insurance including vandalism and malicious mischief and strikes, riots and civil commotion in the amount equal to exposure for any one trip.
- (F) Commercial Crime Coverage including Employee Dishonesty and Form C: Theft Disappearance and Destruction Inside and Outside with limits no less than \$1,000,000.
 - 1) Form A, Employee dishonestly - \$1,000,000
 - 2) Form B, Forgery - \$1,000,000
 - 3) Form C, Theft, Disappearance and Destruction - \$1,000,000

All of the insurance described above shall be written or endorsed to:

- (A) Be primary to any other insurance available to Harris County.
- (B) Provide that the insurer shall assign and relinquish to Harris County (a) any right recovery which the insurer may have or acquire against the County for payments under such policies and (b) any lien or right of subrogation, which the insurer may have or acquire for payments to any person who asserts a claim against the County. Said assignment shall permit Harris County to obtain an offset or credit against any claim against Harris County, employees or agents by any person or entity to or for whom the insurer pays monies or other benefits. Nothing herein shall limit Harris County's rights and coverage as additional insured under such insurance policies.
- (C) The coverages above, with the exception of workers compensation, shall name Harris County as additional named insured.
- (D) Provide the County thirty (30) days prior written notice in the event of cancellation, non-renewal or other material change in the insurance, except in the case of non-payment of premium, in which case 10 days notice is required.

Insurance companies that are "A.M. Best "rated" A-7 or better shall underwrite all of the insurance coverages described above. Insurance carried with Lloyds of London shall not be subject to this condition.

Prior to initiation of Work, Contractor shall arrange for its brokers or insurers to furnish Harris County with copies of policies, which certify that the above coverages are in full force and effect. Such certificate shall not waive contractor's responsibility hereunder.

Contractor shall cause every subcontractor employed by Contractor to carry insurance of types and amounts necessary to cover risks inherent in the work performed by subcontractors. When requested by Harris County. Contractor shall furnish certificates of insurance evidencing coverage for each subcontractor.

The insurance requirements set out above are not a representation that the coverage and limits provided thereby are sufficient to protect the interest of the Contractor and shall not be deemed as a limitation on Contractor's liability.