



***HARRIS COUNTY  
APPRAISAL DISTRICT  
Harris County  
Houston, Texas***

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***REQUEST FOR PROPOSAL  
RFP NUMBER 2017-09***

***SECURITY SERVICES***

***HARRIS COUNTY APPRAISAL DISTRICT  
13013 NORTHWEST FREEWAY  
HOUSTON, TEXAS 77040***

***Issued: November 15, 2017***

**RFP Number 2017-09**  
**HARRIS COUNTY APPRAISAL DISTRICT**  
**REQUEST FOR PROPOSAL**  
**Issued: November 15, 2017**

**Bid Opening:**

Proposals will be received by the Purchasing Manager for the Harris County Appraisal District, 2<sup>nd</sup> floor Purchasing Office, 13013 Northwest Freeway, Houston, Texas until 10:00 A.M., Wednesday, December 20, 2017. The opening will be at 2:30 pm in the Board of Directors meeting room on the 7<sup>th</sup> floor of the HCAD building, for the purchase of:

**SECURITY SERVICES**

**FOR HARRIS COUNTY APPRAISAL DISTRICT**  
**13013 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040**

**Buyer:** If you have any questions or comments regarding this package, contact Tammy Argento, Purchasing Manager, at (713) 957-7401.

**Site Visit:** A site visit is scheduled at 10.00 a.m. on Monday, November 20, 2017 in the Training Room, 6<sup>th</sup> floor, 13013 Northwest Freeway. Proposers are urged to attend.

**INSTRUCTIONS TO PROPOSERS**

1. All proposals must be on forms furnished by the Purchasing Manager, Harris County Appraisal District and must be written in ink, by typewriter, or printer. Pencil quotations will not be considered. Proposals must be manually signed in ink by an authorized officer of the company and acknowledged by a Notary Public. Submit an original only, no copies are required. The statement "RFP #2017-09 ENCLOSED" must be indicated on all packages. If a proposal is not adequately identified, it will be opened to establish identification and will be processed as any other proposal.
2. TIME AND DATE: Proposals MUST physically be in the Purchasing Manager's office, 13013 Northwest Freeway, Second Floor, by 10:00 A.M. on the date proposals are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery.
3. WITHDRAWAL OF PROPOSAL: A proposer may withdraw his proposal before the expiration of the time during which a proposal may be submitted by submitting a written request for its withdrawal to the officer who holds it.
4. Proposals must show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern.
5. This proposal must not be altered. Any erasure or alteration of figures may invalidate the proposal on the item on which the erasure or alteration is made.

6. Proposers having delinquent property taxes will not be considered for award.

### **HISTORY & ORGANIZATION**

The Harris County Appraisal District (HCAD) is a political subdivision of the State established under Chapter 6, Texas Tax Code. The district is governed by a six-member board of directors appointed by the governing bodies of taxing units in Harris County. The Board of Directors appoints the Chief Appraiser, who serves as the administrator of the district's operations.

Harris County Appraisal District is located inside a 7-story atrium style office building and 4-story parking garage located at 13013 Northwest Freeway, Houston, Texas 77040-6305. The gross square footage of the building is 243,852 square feet. The parking garage footprint is 42,085 square feet and contains four levels. There is an estimated 100,000 square feet of paving which includes parking lots, driveways and other areas designated for vehicular traffic.

HCAD's facilities, visitors and personnel are protected by the district's Internal Security Service, which is staffed by both peace officers and commissioned security officers. Security during hours specified in this proposal is provided by contract non-commissioned security officers.

## **SECTION A SPECIFICATIONS FOR SECURITY SERVICES**

### **STATEMENT OF WORK**

The Contractor shall plan, schedule, and coordinate unarmed security service with the Security Manager at Harris County Appraisal District and execute an effective schedule with which to maintain security at the Headquarters Building located at 13013 Northwest Freeway.

Contractor will provide one (1) on-site Unarmed Security Officer beginning at 10:30 a.m. Friday evening through Monday 6:30 a.m. for weekends. (This is a continuous service Friday thru Monday.) Contractor will provide a daily Unarmed Security Officer Monday thru Friday from 10:30 p.m. until 6:30 a.m. weekdays. Contractor will provide 24-hour coverage each holiday. Holidays are New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Days Thursday and Friday, Christmas Eve, Christmas Day and as needed.

Contract Term. The term of the Contract shall be for a period of one (1) year with two (2) each 1-year renewal options provided service is satisfactory. Contract start date will be February 1, 2018 and ending January 31, 2019.

### **CONTRACTOR SECURITY CLEARANCE**

The chief appraiser shall have the authority to instruct the Contractor to remove undesirable personnel from performance of work on this Contract. The decision of the chief appraiser shall be final in all cases involving removal of Contract personnel from performing the work herein specified. All personnel shall be subject to a security background check including a review of criminal history, as a condition of assignment to the facility for work under this contract.

The Contractor and his employees will be required to comply with all building security measures deemed necessary. HCAD will provide Contractor with the necessary information and instructions regarding facility security restrictions. The Contractor is responsible for training his employees in security matters pertaining to these facilities. Repeated failure or refusal by Contractor and/or his employees to comply with facility security measures may be cause for termination of this Contract.

### **CODES, ORDINANCES AND REGULATIONS**

All work performed under this Contract shall be subject to applicable local, state and federal codes, laws, ordinances and regulations, and Contractor shall be responsible for ascertaining whether the work defined by these specifications is in compliance with same.

### **CONTROL OF PREMISES**

Access to the areas within the facility by Contract employees shall be limited to those persons whose names are on file with HCAD as being assigned to the site, or as Contractor's off-site support personnel who may be called upon to assist on-site staff

in accomplishing work. The Contractor and his employees shall adhere at all times to security and identification measures established and implemented at this facility.

### **LICENSES**

Contractor must be licensed and regulated by the Private Security Bureau, a division of the Texas Department of Public Safety. The contractor's security personnel assigned to HCAD must be registered as non-commissioned security officers and possess a private security ID card on their person(s) always.

### **UNIFORMS**

All Contractor employees, as well as any employees of the Contractor's subcontractors, shall wear a distinctive uniform and identification card bearing a recent color photograph of the employee. The Contractor shall provide such uniforms and identification cards. All uniforms must be the same and contain the name of the Contractor and the employee. Uniforms worn by the Contractor's employees must be different, in both design and color, from those worn by HCAD employees.

### **REPAIR OF DAMAGE TO HCAD PROPERTY**

All damage to HCAD property caused by the Contractor, its employees, or by other personnel associated with the Contractor, including but not limited to the Contractor's agents and subcontractors shall be repaired at the expense of the Contractor. Such responsibility includes, but is not limited to damage due to the carelessness or neglect of the Contractor or its agent, employees, or subcontractors.

The chief appraiser is the final authority when resolving any issues regarding the responsibility for repairs under this Contract. This is inclusive of the determination of what is "normal wear and tear", negligence by others, vandalism, Force Majeure, or Contractor's negligence.

### **MINIMUM WAGE LAW**

If, during the term of this agreement there is legislation enacted regarding an increase or increases in the minimum wage law, Contractor may submit a request(s) for increase in the Total Monthly Fee to the Purchasing Manager for consideration, provided such request is accompanied by documentation verifying that Contractor's employee's salaries increased accordingly. HCAD may choose to appropriate the additional amount and increase the Total Monthly Fee by authorizing an amendment to this Contract executed by both parties; or, HCAD may refuse to appropriate the additional amount and terminate the Contract in accordance with the terms of the contract. Security guards will be paid directly a minimum of \$11.00 an hour.

### **ADDITIONS & DELETIONS**

The Purchasing Manager, by means of a written authorization to Contractor, may add or delete services to this Contract. Written notification shall take effect upon the Contractor's receipt of such notice or on such other day as specified therein. As of the effective date, each item added or deleted shall be subject to this Contract, as if it had originally been a part.

## **CHANGE ORDER**

At any time during the Contract Term, the Purchasing Manager may, by Change Order, increase or decrease the Scope of Services or change plans and specifications, as he may find necessary to accomplish the general purpose of this Contract. The services or deliverables must be furnished or performed in accordance with all requirements of this contract, plus any special provisions, specifications or special instructions issued to execute the extra work. To be effective, the Change Order prepared by the Purchasing Manager must be in substantially the form of a regular change order for a purchase order. The change order must reference this Contract and state that it is subject to all the terms and conditions of this Contract.

1. More than one Change Order may be given, subject to certain limitations. Any Change Order, which describes a total Change Order charge of \$50,000 or more, shall be ineffective unless the HCAD board of directors approves it.
2. Any Change Order that describes items, which the Contractor is otherwise required to provide under this Contract shall not obligate HCAD to pay any additional money to the Contractor.

A deliverable or service provided pursuant to a Change Order is subject to inspection, acceptance or rejection in the same manner as any portion of the work described in the Original Contract and in the Scope of Services and other documentation, and is subject to the terms and conditions of the Original Contract as if it had originally been a part thereof. If the Purchasing Manager is uncertain as to whether the Contractor is required to perform any work items under the requirements of this Contract, the Purchasing Manager may give a Change Order which describes such work, and the Contractor shall accomplish the same. Neither party shall waive its right to insist that the Change Order Charge described either is, or is not, payable, or is part of the original Scope of Services or not.

## **FAILURE TO PERFORM**

Should Contractor fail to perform or perform to an unacceptable level, or not complete any work required, HCAD may undertake such work and shall be entitled to full reimbursement from the Contractor.

## **SECTION B SCOPE OF WORK FOR SECURITY SERVICES**

### **ON-SITE STAFFING REQUIREMENTS**

Contractor will provide one (1) on-site Unarmed Security Officer beginning at 10:30 p.m. Friday evening thru Monday 6:30 a.m. on weekends. (This is a continuous service Friday thru Monday.) Contractor will provide a daily Unarmed Security Officer Monday thru Friday from 10:30 p.m. until 6:30 a.m. weekdays. Contractor will provide 24-hour coverage each holiday. Holidays are New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Days Thursday and Friday, Christmas Eve, Christmas Day and as needed. Contractor is to insure the facility is safe and secure in keeping with other Class A high-rise office buildings in Harris County as specified herein.

### **LICENSE**

Security Officer must be registered as a non-commissioned security officer with the licensed contractor and must have a current PSB license. Security officer will carry his private security ID on his person at all times.

### **CITIZENSHIP**

Security Officer must be a citizen of the United States or must furnish proof to work within the United States.

### **AGE REQUIREMENT**

Minimum age requirement of Security Officer is 21 years.

### **EDUCATION**

Security Officer must be a high school graduate or have GED equivalent.

### **COMMUNICATIONS**

Security Officer must possess strong verbal communication skills with ability to convey facts clearly and concisely making effective use of voice control and grammar. Security Officer must be able to read, write, speak and understand the English language fluently. Security Officer will be required to type and record all security related incidents during his/her shift. (Hand written daily report is acceptable, but not preferred.)

### **BACKGROUND CHECKS**

Contractor shall assure each Security Officer assigned to HCAD has passed extensive screening techniques, criminal background checks, and drug testing. The Security Officer will have no felony convictions, major misdemeanors or arrests with prosecution pending. Drug testing shall be for the presence of marijuana, cocaine, amphetamines, morphine and PCP.

**SECTION C  
GENERAL TERMS & CONDITIONS**

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, benefits and agreements herein contained, HCAD and Contractor do hereby agree as follows:

**ARTICLE I  
Scope of Services**

The Contractor shall supply all security services necessary, as well as insurance and bonds as required, for the performance of the work described herein, in accordance with the terms and provisions herein set out in the document entitled "Request for Proposal - Harris County Appraisal District - Security Services" along with all schedules and exhibits incorporated therein, and is incorporated herein by reference and made a part of this Contract for all purposes.

**ARTICLE II  
Term of Performance**

This Contract shall become effective on the Date of Countersignature; however, the Term for performance shall begin on the date specified in the Purchase Order issued by the Purchasing Manager authorizing Contractor to commence services hereunder and shall continue for twelve (12) consecutive months subject to appropriation. However, the Term may be extended for two (2) additional one-year periods, at the discretion of the Board of Directors. Upon written notice from HCAD, the term of this Contract shall be extended on the same terms and conditions for a period of time not to exceed ninety (90) days for the completion of services hereunder or the provision of additional related services.

**ARTICLE III  
Payment and Compensation**

For and in consideration of satisfactory performance of the services specified under this Contract, HCAD agrees to pay and the Contractor agrees to accept the fees stated in the Purchase Order(s). Payment is due thirty (30) days after HCAD has approved the invoice for services performed satisfactorily. The Contractor shall submit to HCAD monthly invoices by the tenth day of the month following that month during which the services were performed for which payment is requested. HCAD shall pay the invoiced amount within thirty (30) days of receipt of an invoice approved by the Coordinator of Safety and Security. Contractor must agree to pay security officer no less than \$11.00 an hour.

**ARTICLE IV  
Termination**

A. Termination by HCAD with Opportunity to Cure

HCAD may terminate this Contract in the event of default by Contractor and a failure by Contractor to cure such default after receiving notice thereof, all as provided in



this Section. Default by Contractor shall occur if Contractor fails to observe or perform any of its duties under the Contract or if Contractor shall become insolvent, or if all or a substantial part of Contractor's assets shall be assessed for the benefit of Contractor's creditors or if a receiver or trustee shall be appointed for Contractor. Should such a default occur, HCAD shall deliver a written notice to Contractor describing such default and the proposed date of termination. Such date may not be sooner than the seventh (7<sup>th</sup>) day following receipt of the notice. HCAD, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Contractor cures such default to HCAD's satisfaction, then the proposed termination shall be ineffective.

If Contractor fails to cure such default prior to the proposed date of termination, then HCAD may terminate its performance under this Contract as of such date, at no further obligation of HCAD. Upon the second occurrence of a default under this Contract, HCAD may, at its discretion, terminate this Contract immediately upon written notice to the Contractor regardless of whether Contractor cures the default. A written notice from the Chief Appraiser to the Contractor shall affect final termination for cause by HCAD.

#### B. Termination by the Contractor for HCAD Default

The Contractor may terminate its performance under this Contract only in the event of default by HCAD and a failure by HCAD to cure such default after receiving notice thereof, all as provided in this subsection. Default by HCAD shall occur if HCAD fails to observe or perform any of its duties under this Contract. Should such a default occur, the Contractor may deliver a written notice to HCAD describing such default, specifying the provisions of the Contract under which the Contractor considers HCAD to be in default, giving sufficient details of the alleged breach to enable HCAD to cure and the proposed date of termination. Such date may not be sooner than ninety (90) days following receipt of the notice. The Contractor, at its sole option, may extend the proposed date of termination to a later date. If HCAD cures such default prior to the proposed date of termination, then the proposed termination shall be ineffective. If HCAD fails to cure such default prior to the proposed date of termination, then the Contractor may terminate its performance under this Contract as of such date.

#### C. Termination by HCAD for Convenience

The Chief Appraiser may terminate this Contract at any time upon thirty (30) days notice in writing to the Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to HCAD showing in detail the service performed under this Contract to date of termination. HCAD agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed under this Contract and not previously paid bear to the total services required.

**ARTICLE V  
Funding**

The HCAD Board of Directors adopts a budget each year in which funding for this Contract may be appropriated. If the board fails to appropriate funding for this entire Contract for any fiscal year, the Contract terminates when funding is exhausted. It is the responsibility of the Contractor to determine if funds for this Contract have been appropriated for the next fiscal year.

**ARTICLE VI  
Release, Indemnification & Insurance**

A. Release

Contractor releases HCAD, its agents, employees, officers, and legal representatives (collectively in this section, "HCAD") from all liability for injury, death, damage or loss to persons or property sustained in connection with or incidental to performance under this agreement, including injury, death, damage or loss caused by HCAD's sole or concurrent negligence.

B. Indemnification

Contractor shall defend, indemnify and hold harmless HCAD, its agents, employees, officers, and legal representatives (collectively in this section, "HCAD") for all third-party claims, liabilities, fines, and expenses (including all defense costs and interest) for injury, death, damage or loss to persons or property sustained in connection with or incidental to performance under this agreement including those caused by:

- (1) Contractor's actual or alleged negligence or intentional acts or omissions;
- (2) HCAD's and Contractor's actual or alleged concurrent negligence, whether contractor is immune from liability or not; and,
- (3) HCAD's and Contractor's strict or statutory liability, whether Contractor is immune from liability or not.

Contractor shall defend and indemnify HCAD during the term of this agreement and for four (4) years after the agreement terminates. Contractor's indemnification is limited to \$500,000 per occurrence. Contractor shall not indemnify HCAD for HCAD's sole negligence.

C. Insurance

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing HCAD as an additional insured, in duplicate form, prior to the beginning of the Contract. HCAD shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

Contractor shall maintain the following insurance coverages in the following amounts.

(1) Commercial General Liability Insurance including Contractual Liability of \$500,000 per occurrence, \$1,000,000 aggregate, (defense costs excluded from the face value of the policy).

(2) Workers' Compensation including Broad Form All States Endorsement and the amount shall be the statutory amount. Employers' Liability cannot be used as a substitute for Workers' Compensation.

(3) Automobile Liability for autos furnished or used in the course of performance of this Contract, including Owned, Non-owned, and hired auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If Contractor owns no autos, coverage may be limited to Non-owned and Hired Autos. If Contractor cannot purchase Owned Auto coverage, Scheduled Auto coverage may be substituted for Owned Auto coverage. Each auto used in performance of this contract must be covered in the limits specified - \$1,000,000 Combined Single Limit per occurrence.

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation against HCAD, and that it shall give thirty (30) days written notice to HCAD before they may be cancelled or materially changed. Within such thirty (30) day period, Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the required coverage. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize HCAD, at its option, to terminate this Contract at once.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, the Contractor shall furnish evidence of such insurance, satisfactory to HCAD. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding workers' Compensation and Employer's Liability.

## **ARTICLE VII Force Majeure**

The term "force majeure" as used herein means any act of God, strike, lockout, or other industrial disturbance, act of a public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

If because of force majeure any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give to the other party prompt written notice of the force majeure with reasonable full details concerning it; thereupon the obligations of both parties, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible, but this obligation shall not be

deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

### **ARTICLE VIII Default**

Contractor covenants, agrees and recognizes that HCAD may for any failure of the Contractor to comply fully with the terms and provisions of this Contract, declare Contractor to be in breach and avail itself of any and all remedies available to HCAD at law or in equity.

### **ARTICLE IX Non-Waiver**

The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract, shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the other party hereto, but the obligation of such party with respect to such future performance shall continue in full force and effect.

### **ARTICLE X Remedies Cumulative**

The rights and remedies contained in this Contract shall not be exclusive, but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity.

### **ARTICLE XI Address and Notice**

Unless otherwise provided in this Contract, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the United States mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is so deposited.

Notice given in any other manner other than that stated herein shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses to the parties shall, until changed as herein above provided, be as stated in this Contract.

Each party shall have the right at any time to change its respective address and each shall have the right to specify as its address any other address, provided that at least ten (10) days written notice is given of such new address to the other party.

**ARTICLE XII**  
**Independent Contractor**

The relationship of the Contractor to HCAD shall be that of an independent contractor, and no principal-agent or employer-employee relationship is created by this Contract. By entering into this Contract with HCAD, Contractor acknowledges that it will, in the performance of its duties under this Contract, be acting as an independent contractor and that no officer, agent or employee of the Contractor will be for any purpose an employee of HCAD and that no officer, agent or employee of the Contractor is entitled to any of the benefits and privileges of an HCAD employee or officer under any provision of the statutes of the State of Texas.

**ARTICLE XIII**  
**Governing Law**

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America all rules and regulations of any regulatory body or officer having jurisdiction. This Contract is performable in Harris County, Texas.

**ARTICLE XIV**  
**Severability**

If any provision of this Contract shall be determined to be legally invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Contract; but the whole Contract shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

**ARTICLE XV**  
**Captions**

The captions at the beginning of each article of this Contract are guides and labels to assist in locating and reading such articles, and, therefore will be given no effect in construing this Contract and shall not be restrictive of the subject matter of any article, section or part of this Contract.

**ARTICLE XVI**  
**Payment of Subcontractors – Contractor’s Duty to Pay**

Contractor shall make timely payments to all persons and entities supplying labor for the performance of the Contract. Contractor agrees to protect, defend, and indemnify HCAD from any claims or liability arising out of Contractor’s failure to make such payments.

**ARTICLE XVII**  
**Successors and Assigns**

This Contract shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, without first obtaining the written consent of HCAD. Nothing herein shall be construed as creating any personal liability of the part of any officer or agent of HCAD. The Contractor shall not delegate any portion of its performance under this Contract without the written consent of HCAD. Failure of the Contractor to obtain HCAD's written consent to the assignment shall be an event of default and HCAD may immediately terminate this Contract.

**ARTICLE XVIII  
Amendment or Modification**

Except as otherwise provided in this Contract, this Contract shall be subject to change, amendment or modification only by the mutual written consent of the parties hereto.

**ARTICLE XIX  
Ambiguities**

In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

**ARTICLE XX  
Parties in Interest**

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit HCAD and the Contractor only.

**ARTICLE XXI  
Acceptances and Approvals**

Any acceptance or approval by HCAD, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any reports, information or other documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall such acceptance or approval be deemed to be an assumption of such responsibility or liability by HCAD or its agents and employees for any defect, error or omission in any reports, information or other documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Contract.

**ARTICLE XXII  
Taxes**

HCAD is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices shall not contain assessments of any of these taxes.

**ARTICLE XXIII  
Patents**

The Contractor agrees to indemnify and save harmless HCAD, and all HCAD employees and officers from all suits and actions of every nature and description brought against them or all of them, for or on account of the use of patented appliances and/or products of processes. The Contractor shall pay all royalties and charges, which are imposed by any party for use of such patented appliances and/or products of processes. Evidence of such payment or satisfaction shall be submitted, upon request of HCAD, as a necessary requirement in connection with the final estimate for payment in which such patented appliance and/or products of processes are used.

**ARTICLE XXIV**  
**Audit and Inspection**

HCAD representatives have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

HCAD's attorney or his designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization. Contractor covenants to provide to HCAD's attorney all documents and records that HCAD's attorney deems necessary to assist in determining Contractor's compliance with this Contract, with the exception of those documents made confidential by federal or State law or regulation.

**ARTICLE XXV**  
**Venue**

For purposes of this Contract, venue shall be in Harris County, Texas

**ARTICLE XXVI**  
**Survival**

The provisions of this Contract which expressly or impliedly contemplate or require performance after the termination or expiration of operations hereunder shall survive such expiration or termination.

**ARTICLE XXVII**  
**Payment of Fines and Penalties**

The Contractor shall pay any and all fines or penalties assessed against HCAD by any organization or entity having jurisdiction for the Contractor's violations of applicable laws, codes, regulations and/or orders arising in connection with the Contractor's performance of services hereunder.

**ARTICLE XXVIII**  
**Representations**

The Contractor represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the services required to be performed under this Contract. The Contractor further represents that it is experienced in this type of service and that all services to be performed hereunder shall be of the highest professional quality.

**ARTICLE XXIX**  
**Contractor Performance Language**

Contractor shall make citizen satisfaction a priority in providing services under this Contract. Contractor's employees shall be trained to be customer-service oriented and to positively and politely interact with citizens when performing Contract services. Contractor's employees shall be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in HCAD's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of Contract.

**ARTICLE XXX**  
**Entire Agreement**

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.



**SECTION D  
OFFICIAL PROPOSAL FORM – PAGE 1**



**RFP Number 2017-09**

**SECURITY SERVICES**

**FOR**

**HARRIS COUNTY APPRAISAL DISTRICT  
13013 NORTHWEST FREEWAY  
HOUSTON, TEXAS 77040-6305**

The undersigned Proposer hereby offers to contract with the Harris County Appraisal District (HCAD) upon the terms and conditions stated in the document entitled "Request for Proposal for Harris County Appraisal District – Security Services" along with all schedules and exhibits incorporated herein by reference for a Twelve (12) month period with two (2) each 1-year renewal options. This offer is made at the following prices. When issued, Letters of Clarification shall automatically become part of this document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the proposer to ensure that it has obtained all such letters. By submitting a proposal on this project, proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its proposal.

HCAD may accept this offer by issuance of a purchase order covering award of said RFP to this proposer at any time on or before the 180<sup>th</sup> day following the day this RFP is evaluated by HCAD. This offer shall be irrevocable for 180 days, but shall expire on the 181<sup>st</sup> day unless the parties mutually agree to an extension of time in writing. This contract is subject to annual appropriation by the Board of Directors of the Harris County Appraisal District.

HCAD reserves the option to increase or decrease the quantities and/or services listed, subject to the availability of funds, and/or make award by line item.

If HCAD accepts the foregoing offer, this Proposer promises to deliver to the Purchasing Manager of HCAD, proof of insurance as outlined in the RFP on or before the 10<sup>th</sup> day after notification of award.

Contract will be awarded based upon the best value to HCAD. The right is reserved to accept or reject, in whole or in part, any or all proposals received and to make an award on the basis of individual items or combination of items, as it is deemed in the best interest of HCAD.

**SECTION D – PROPOSAL FORM – PAGE 2**

ATTACHMENTS: Detail below all attachments, which are submitted with your proposal. This list will be used by the Purchasing Manager to verify contents of your sealed proposal submission. Labeling your attachments with the same titles as show below will facilitate this process. (NOTE: This listing should also include separate attachments, which are too large, or for some other reason cannot be placed into your sealed envelope containing the proposal. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the proposer’s name and the HCAD RFP number and title, as well as the due date.)

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(If additional space is needed, please attach a separate space to continue the list.)

**SECTION D – PROPOSAL FORM – PAGE 3**

**QUALIFICATIONS**

**Experience:**

Please furnish the names of organizations, which have used Security Services from your company for at least three years. Preferred references will have work similar in size, type and scope to that described in this document. Show Harris County area governmental organizations, if any. Please make at least four of them your largest accounts in the Harris County area.

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ # Years: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ # Years: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ # Years: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ # Years: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ # Years: \_\_\_\_\_

**SECTION D – PROPOSAL FORM – PAGE 4**

**CONTRACTOR SUBMISSION LIST**

This list is submitted in connection with the attached proposal, submission or bid of \_\_\_\_\_ (“the firm”), whose business mailing address is \_\_\_\_\_.

The firm is organized as a (check one as applicable):

Sole proprietorship whose proprietor is \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (include the business mailing address of the proprietor or note “same” if it is the same as above).

A partnership, each of whose partners having an equity interest of ten percent or more are \_\_\_\_\_

\_\_\_\_\_ include the business mailing address of each person or note “same” if it is the same as above).

A corporation, each of whose officers, each of whose directors and each of whose holders of ten percent or more of the outstanding shares of stock are \_\_\_\_\_

\_\_\_\_\_ include the business mailing address of each person or note “same” if it is the same as above).

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

NOTE: This list constitutes a government record, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**SECTION D – PROPOSAL FORM – PAGE 5**

It is the intent of HCAD to award one contract for security service. The Contractor must bid all line items to be considered for award. All subcontracting opportunities will be the responsibility of the Prime Contractor.

Proposals shall be analyzed to determine whether they are materially unbalanced with respect to line item pricing. A proposal is materially unbalanced if prices are significantly less than cost for some line items and significantly higher in relation to cost for others. A proposal may be rejected if prices for any line item are materially unbalanced.

Contractor will furnish all personnel, as specified, to provide SECURITY SERVICES for HCAD in accordance with the attached specifications.

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**SECURITY SERVICES**

<b><u>YEAR ONE:</u></b>	<b><u>HOURLY RATE</u></b>
56 Hours, 10:30 p.m. Friday – 6:30 a.m. Monday (continuous)	\$ _____
32 Hours, 10:30 p.m. til 6:30 a.m. Monday – Thursday	\$ _____
<b>88 HR. WEEKLY TOTAL \$ _____</b>	<b>YEAR ONE TOTAL \$ _____</b>
<b>240 HR. HOLIDAY PAY (10 DAYS)</b>	<b>\$ _____</b>

<b><u>OPTIONAL YEAR TWO:</u></b>	<b><u>HOURLY RATE</u></b>
56 Hours, 10:30 p.m. Friday – 6:30 a.m. Monday (continuous)	\$ _____
32 Hours, 10:30 p.m. til 6:30 a.m. Monday – Thursday	\$ _____
<b>88 HR. WEEKLY TOTAL \$ _____</b>	<b>YEAR TWO TOTAL \$ _____</b>
<b>240 HR. HOLIDAY PAY (10 DAYS)</b>	<b>\$ _____</b>

**SECTION D – PROPOSAL FORM – PAGE 6**

<b><u>OPTIONAL YEAR THREE:</u></b>	<b><u>HOURLY RATE</u></b>
56 Hours, 10:30 p.m. Friday – 6:30 a.m. Monday (continuous)	\$ _____
32 Hours, 10:30 p.m. til 6:30 a.m. Monday – Thursday	\$ _____
<b>88 HR. WEEKLY TOTAL \$ _____</b>	<b>YEAR THREE TOTAL \$ _____</b>
<b>240 HR. HOLIDAY PAY (10 DAYS)</b>	<b>\$ _____</b>

**SECTION D – PROPOSAL FORM – PAGE 7**

I/WE HEREBY PROPOSE to provide the security services bid within this document and if awarded this bid, do agree to abide by the conditions and specifications herein, except as noted below under EXCEPTIONS AND CONDITIONS OF THE BIDDER. Any deviation from the specifications must be noted on this bid form and referenced below.

**EXCEPTIONS AND CONDITIONS OF THE BIDDER**

Deviations from specifications appear below:  
If none, so state.

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

\_\_\_\_\_  
**NAME OF FIRM SUBMITTING BID** *(Print or Type)*

\_\_\_\_\_  
**STREET ADDRESS** *(Print or Type)*

\_\_\_\_\_  
**TELEPHONE NO.**

\_\_\_\_\_  
**CITY, STATE & ZIP CODE** *(Print or Type)*

\_\_\_\_\_  
**FAX NO.**

\_\_\_\_\_  
**NAME & TITLE OF PERSON SUBMITTING BID** *(Print or Type)*  
*(Officer of the Company or Authorized Sales Representative)*

\_\_\_\_\_  
**SIGNATURE OF PERSON SUBMITTING BID**

\_\_\_\_\_  
**EMAIL ADDRESS**

**SUBSCRIBED AND SWORN to before me this the** \_\_\_\_ **day of** \_\_\_\_\_  
\_\_\_\_\_, **20**\_\_.

\_\_\_\_\_  
**Notary Public,**  
**State of** \_\_\_\_\_