## **RECORDING FORM**

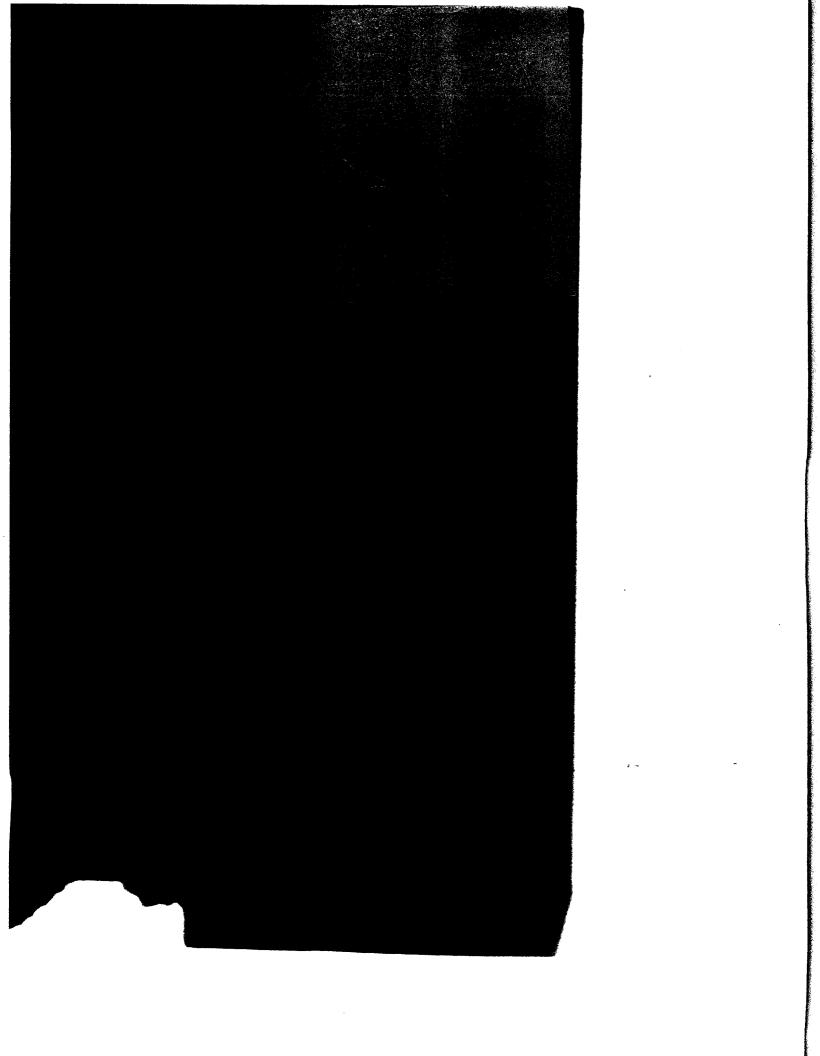
To: COUNTY CLERK Alison - C.J.
From: Purchasing – Pam Causey
Date: 7eb. 1, 2013
*RFP# 2013 - 303
□ RFB #
Date approved in Commissioner's Court 1-28-2013
Rejected in Commissioner's Court Requested to rebid: Requested NO rebid:
Other:
Original Bids/Proposals/Quotes/Qualifications Recap Sheet Misc. documentation

Please file/scan in the County Clerk's Records.

Opening Date: January 10, 2013, 2:00 p.m., at Johnson County Purchasing Office

	Vendor 1				Vendor 2			
Vendor		Laser S	Laser Security			Trinity /	Trinity Armored	
Address	Fort Worth, TX	TX			Haltom City, TX	y, TX		
	3Z-Waithore	- instituciono -	\$5 Million Insurance Coverage	Insurance	\$3 Million Insurance Coverage	Insurance	\$5 Million Insurance	Insurance
Monthly/Annual Cost	Monthly	Annually	Monthly	Annually	Monthly	Annually	Monthly	Annually
Burleson	\$600.00	\$7200.00	\$900.00	\$10,800.00	\$595.00	\$7140.00	\$605.00	
Alvarado	\$600.00	\$7200.00	\$900.00	\$10,800.00	\$595.00	\$7140.00	\$605.00	\$7260.00
Cleburne	\$600.00	\$7200.00	\$900.00	\$10,800.00	\$595.00	\$7140.00	\$605.00	\$7260.00
Annual Grand Total	\$21,6	00.009	\$32,4	\$32,400.00	\$21,4	\$21,420.00	\$21,7	\$21,780.00
Original & 2 copies	Ā	,			<u>Y</u>	7		
References	Ā							
Residence Certificate	Y	,	7.77		Ā			
Insurance Certificate	Ā	}						

Attest: Pam Causey, Asst P.A., Heather Carmichael, Buyer



# RFP 2013-303: ARMORED VEHICLE SERVICE FOR JOHNSON COUNTY

### **QUOTE SHEET**

Deposits will be picked up for Johnson County as listed below and delivered to First Financial Bank, located at 403 Main Street, Cleburne, TX 76033. Pick-up and delivery will be five (5) days per week, Monday through Friday, excluding Commissioners' Court approved and designated Johnson County holidays. Deposits must have same day delivery to bank by 3:00 p.m. each day.

Pick Up Location	Estimated Pick Up Time	Monthly Cost	Annual Total	Pick Up Time
Burleson Tax Office 247 Elk Dr. Burleson, TX 76028	9:30 a.m.	\$ 672.33	\$7467.96	9:30
Alvarado Tax Office 118 S. Frio Alvarado, TX 76009	10:30 a.m.	\$677.33	\$7467.96	10:30
Cleburne Main Tax Office 2 N. Mill Street Cleburne, TX 76031	11:00 a.m.	\$ 627.33	\$7467.96	11:30
		Annual Grand Total	\$ 22403,88	

Specify any additional costs:	· 
Any comments, additions, and/or exclusions shall be provided on separate page(s).	<del></del>
Quote for bid with insurance on current certificate 2M	

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Page 15

RFP 2013-303: Armored Vehicle Services

## RFP 2013-303: ARMORED VEHICLE SERVICE FOR JOHNSON COUNTY

### **QUOTE SHEET**

Deposits will be picked up for Johnson County as listed below and delivered to First Financial Bank, located at 403 Main Street, Cleburne, TX 76033. Pick-up and delivery will be five (5) days per week, Monday through Friday, excluding Commissioners' Court approved and designated Johnson County holidays. Deposits must have same day delivery to bank by 3:00 p.m. each day.

Pick Up Location	Estimated Pick Up Time	Monthly Cost	Annual Total	Pick Up Time
Burleson Tax Office 247 Elk Dr. Burleson, TX 76028	9:30 a.m.	\$ 900,00	\$10800.00	9:30
Alvarado Tax Office 118 S. Frio Alvarado, TX 76009	10:30 a.m.	\$ 900.00	\$ 10 8 00.00	10:30
Cleburne Main Tax Office 2 N. Mill Street Cleburne, TX 76031	11:00 a.m.	\$ 900.00	\$ 10800	11.00
	-	Annual Grand Total	\$32400.00	

Specify any additional costs:	
Any comments, additions, and/or exclusions shall be provided on separate page(s).	
Second bid for required 5M insurance coverage.	

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: Laser Security Response, Inc.
ADDRESS: 7501 Pebble Dr.
CITY/STATE/ZIP: Fort Worth, TX 76118
OFFICE PHONE: 817-595-4467 FAX PHONE: 817-595-0099
CELL PHONE: 817-401-2000 EMAIL: lasersec@aol.com
AUTHORIZED SIGNATURE: Jan Chi
PRINTED NAME: Larry Robinson

### RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 et seq., as amended, Johnson County requires a Residence Certification. §2252.001 et seq. of the Texas 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.

	(Company Name)	
a	s defined in Texas Government Code §225	2.001.
	certify that	is a Nonresident Bidder as
d	(Company Name) defined in Texas Government Code §2252.0	101 and our principal place of hydrogenic

(City and State)

### **REFERENCES:**

**HOOD COUNTY** 

**NELDA WALTERS -- PURCHASING** 

817-408-3440

**CITY OF CLEBURNE** 

KAREN HOLLINGSWORTH

817-645-0913

**JOHNSON COUNTY** 

**SCOTT PORTER** 

817-558-0122

# t of Public Safety Texas L

The Texas Private Security Bureau certifies that:

# LASER SECURITY RESPONSE, INC Is Duly Licensed as C06440

Investigations | Security Contractor
Armored Car Company
Courier Company

Under the provisions of Chapter 1702 Texas Occupations Code, as amended

This License

EXPIRES: 6/30/2013



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYYY) 1/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	NAME: Chuck Ashton				
Independent Insurance Group	PHONE (A/G, No. Ext):972-231-8277	FAX (A/C, No):972-231-8291			
3010 LBJ Freeway Ste. 920 IDallas TX 75234-7004	ADDRESS:debbier@indinsgrp.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A :Philadelphia Indemnity Ins. Co				
INSURED	INSURER B :Underwriters at Lloyds				
Laser Security Response, Inc.,	INSURER C: Texas Mutual Insurance Co. 22945				
7501 Pebble Drive	INSURER D :				
Fort Worth TX 76118	INSURER E :				
	INSURER F :				

**COVERAGES** 

**CERTIFICATE NUMBER: 426356480** 

**REVISION NUMBER:** 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	CLUSIONS AND CONDITIONS OF SUCH						· ,-,	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	GENERAL LIABILITY	Y	Y	PHPK919190	9/29/2012	9/29/2013	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
1	X COMMERCIAL GENERAL LIABILITY					}	PREMISES (Ea occurrence)	\$100,000
1	CLAIMS-MADE X OCCUR		)		1	İ	MED EXP (Any one person)	\$5,000
			}				PERSONAL & ADV INJURY	\$1,000,000
						,	GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		ĺ				PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY PRO- LOC		1					\$
A	AUTOMOBILE LIABILITY			PHPK919190	9/29/2012	9/29/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
1	X ANY AUTO	1	ļ				BODILY INJURY (Per person)	\$
1	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
1	X HIRED AUTOS X AUTOS						PROPERTY DAMAGE (Per accident)	\$
L		Ì	<u> </u>					\$
Α	UMBRELLA LIAB OCCUR			PHUB396235	9/29/2012	9/29/2013	EACH OCCURRENCE	\$
1	EXCESS LIAB CLAIMS-MADE					1	AGGREGATE	\$
	DED RETENTION \$				]			\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001121055	B/23/2012	8/23/2013	X WC STATU- OTH- TORY LIMITS ER	
1	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	1		ļ		E.L. EACH ACCIDENT	\$1,000,000
1	(Mandatory in NH)	"··					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
L	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
В	All Risks Armored Car Insurance (Crime)			DT00897A11	12/21/2012	12/21/2013		\$2,000,000 per occ \$250,000 per occ \$2,000,000 per occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The above checked ADDL INSR and SUBR WVD boxes refer to the following specific endorsement listed below and copies attached:

General Liability Deluxe Endorsement: Security Services Form #PI-GLD-SG 02/09

Workers Comp. Larry Robinson-Excluded

RE: Johnson County Purchasing, all public officials, employees, and volunteers shall be listed as additional insured subject to the endorsements listed above.

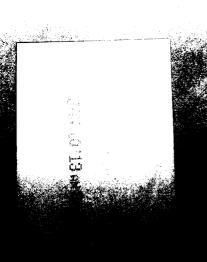
CERTIFICATE HOLDER	CANCELLATION
Johnson County Purchasing 1102 E. Kilpatrick, Suite B	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Cleburne TX 76031	AUTHORIZED REPRESENTATIVE
	Cluele Ashton

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Trinity Armored Security, Inc. 4221 Clay Ave. Haltom City, TX 76117

Johnson County Purchasing
Jamie Brockway, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

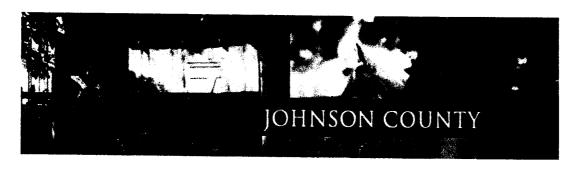
RFP 2013-303 For Armored Vehicle Service for Johnson County



VENDOR NAME Trinity Armored Security, Inc.

# REQUEST FOR PROPOSAL Armored Vehicle Service

# JOHNSON COUNTY



RFP 2013-303 DUE DATE: January 10, 2013 BY 2:00 P.M.

> Johnson County 1102 E. Kilpatrick, Ste B Cleburne, TX 76031 (817) 556-6384 www.johnsoncountytx.org

### **INSTRUCTIONS/TERMS OF CONTRACT:**

SUBMISSION OF PROPOSALS: Three (3) complete sets of all proposal documents (original and two (2) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent 1102 E. Kilpatrick, Suite B Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., January 10, 2013.

MARK ENVELOPE: RFP 2013-303 FOR ARMORED VEHICLE SERVICE FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, signed by a person having authority to bind the firm in a contract and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations. However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

- 1. Have adequate financial resources, or the ability to obtain such resources as required;
- 2. Be able to comply with the required or proposed delivery schedule;
- 3. Have a satisfactory record of performance;
- 4. Have a satisfactory record of integrity and ethics; and,
- 5. Be otherwise qualified and eligible to receive an award.

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

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

- 1. Meet delivery or completion schedules;
- 2. Otherwise perform in accordance with the accepted submission;
- 3. Submit Verification of Insurance prior to commencement of work; and,
- 4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor:
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no

additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

### A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

- 1. Commercial and Comprehensive Liability
  - \$ 1,000,000.00 CSL BI & PD per Occurrence
  - \$ 2,000,000.00 General Aggregate
  - \$ 2,000,000.00 Products/Completed Operations Aggregate
  - \$ 1,000,000.00 Personal/Advertising Injury
  - \$ 3,000,000.00 Fire damage

Automobile Liability
 \$ 1,000,000.00 each accident Combined Single Liability
 \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

### B. Other Insurance Provisions:

### 1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

### C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

### D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$50,000.00. Such

bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

### Vendor shall provide the following with bid submission:

- References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
- 2. Completed W9 Form; and,
- 3. Other documentation as may be specified within this proposal.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent, in writing by fax (817-556-6385) or by email <a href="PUR@johnsoncountytx.org">PUR@johnsoncountytx.org</a>.

# RFP 2013-303: ARMORED VEHICLE SERVICE FOR JOHNSON COUNTY

Scope and Intent: These specifications cover armored vehicle services for Johnson County for various locations throughout the County for a one (1) year period, effective February 1, 2013 to January 31, 2014, with an option to renew for four (4) additional one (1) year periods. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Requirements: The respective types of service being sought under this contract are as follows:

### **Specifications**

- A) PICK-UP: Vendor shall make scheduled pick-ups of currency, coins, checks, securities, etc from various locations in Johnson County, and within the time frames as specified herein. Shipments must be signed for, evidencing products and amounts, by the vendor's representative as picked up. All scheduled shipments must be delivered to the Johnson County designated bank prior to 3:00 p.m. that same day. Vendor shall be held liable for losses due to late delivery and is responsible for compensating the County for any loss due to delay, including loss of interest.
- B) SHIPMENTS: Shipments shall be securely sealed, locked, and clearly labeled on a bill of lading and/or receipt book that are furnished by the vendor. Johnson County shall declare the value of all sealed shipments provided to the vendor. The vendor shall be responsible to safely and timely transport to the designated location.
- C) DAMAGE: In the event of property damage or loss, the vendor shall notify Johnson County immediately and 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 submissions of the above report. Johnson County will assist in the proper identification of any such material and make every effort to minimize costs and/or further damage or loss.
- D) GUARDS: Armored vehicle services shall include an armored vehicle and a minimum of two (2) professional guards who are bonded and certified to use weapons as needed in the pick up process. Guards shall be required to wear an identification badge with name and photograph while on County premises. After award, vendor shall provide a description and photograph of the armored vehicle to be used in the service. Vehicle shall be an armored type truck with a radio for communications.

- E) DELIVERY: Pick up and delivery locations may be updated, added or deleted from the contract to meet the needs of Johnson County. Johnson County shall notify vendor of any changes. Pick up and delivery shall be five (5) days per week, Monday through Friday, excluding all Commissioners' Court approved and designated holidays.
- F) STATE LICENSE: Vendor shall include a copy of State License for armored vehicle service.
- G) INSURANCE: 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 in addition to the Insurance Requirements listed within the Instructions/Terms of Contract.
  - 1. "All Risk" Cargo Insurance including vandalism and malicious mischief and strikes, riots and civil commotion in the amount equal to exposure for anyone trip.
  - 2. Commercial Crime Coverage including Employee Dishonesty and Form C: Theft Disappearance and Destruction Inside and Outside with limits no less than (\$5,000,000.00) five million.
    - a. Form A, Employee dishonestly \$5,000,000.00
    - b. Form B, Forgery \$5,000.000.00
    - c. Form C, Theft, Disappearance and Destruction \$5,000.000.00
  - 3. Excess Liability Insurance, The vendor shall obtain Excess Liability (Umbrella Form) Insurance naming Johnson County as insured, in the amount of (five million dollars) \$5,000.000.00 per occurrence.
  - 8. All of the insurance described above shall be written or endorsed to:
    - a. Be primary to any other insurance available to Johnson County;
    - b. Provide that the insurer shall assign and relinquish to Johnson County:
      - (i) any right recovery which the insurer may have or acquire against the County for payments under such policies; and,
      - (ii) 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 Johnson County to obtain an offset or credit against any claim against Johnson County, employees or agents by any person or entity to or for whom the insurer pays monies or other benefits. Nothing herein shall limit Johnson County's rights and coverage as additional insured under such insurance policies; and,
    - c. The coverage's above, with the exception of workers compensation, shall name Johnson County as additional named insured.
  - 9. Prior to initiation of Work, Contractors shall arrange for its brokers or insurers to

- furnish Johnson 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.
- 10. 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 Johnson County, Contractor shall furnish certificates of insurance evidencing coverage for each subcontractor.
- 11. The insurance requirements set out above are not a representative 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.
- H) CHECK RECONSTITUTION: Check reconstitution applies to all County Tax Office locations with a not to exceed liability of \$ 5,000,000.00 (five million dollars) for any one shipment.
  - 1. County shall maintain a complete record of the maker and amount of all checks places in any shipment given to vendor and in case of loss, promptly, diligently and completely cooperate with vendor in the identification and replacement of lost, destroyed or stolen checks contained in that shipment. Complete cooperation includes requests by the County to makers of missing checks to issue duplicates and, if the makers refuse to do so, then to assert all its legal and equitable rights against these makers or to subrogate these rights to the vendor and its assigns. Vendor's liability, except as limited herein above, shall be the payment to the County of:
    - a. Reasonable costs necessary for the County to reconstruct the checks and any necessary costs due to stop payment procedures.
    - b. The face value of checks which cannot be reconstructed. Investment income lost by the County between date of loss and date of payment.
  - 2. Vendor's liability in the event of loss, destruction or theft of checks or other cash letters shall in all events by limited to payment for the reconstruction of these records as necessary to determine the maker and amount of these checks; and in all events, shall not exceed liability in the amount of \$5,000,000.00 (five million dollars) for any one shipment.
  - 3. It is understood and agreed by the parties to this agreement that the words "reconstruct", "reconstructed", and "reconstruction" means to identify the checks to the extent of determining the face amount of these checks, to identify the maker or the endorser of each, and to obtain replacement checks from the makers. It is further understood that the word "shipment" means a single consignment of one or more items of property from one shipper at one time at one pick up address to one consignee at one destination address.

I) PICK-UP/DELIVERY LOCATIONS: Below is a list of the pick-up and delivery locations:

PICK-UP: Main Tax Office, 2 N. Mill St., Cleburne, TX 76033

Burleson Tax Office, 247 Elk Dr., Burleson, TX 76028 Alvarado Tax Office, 118 S. Friou, Alvarado, TX 76009

DELIVERY: First Financial Bank, 403 N. Main St., Cleburne, TX 76033

### J) 2013 HOLIDAY SCHEDULE

Holiday	Date	Day of Week
New Year's Day	Tuesday	January 1, 2013
Martin Luther King Day	Monday	January 21, 2013
Good Friday	Friday	March 29, 2013
Memorial Day	Monday	May 27. 2013
Independence Day	Thursday	July 4, 2013
Labor Day	Monday	September 2, 2013
Columbus Day	Monday	October 14, 2013
Veterans' Day	Monday	November 11, 2013
Thanksgiving Holiday	Thursday & Friday	November 28 & 29, 2013
Christmas Holiday	Tuesday & Wednesday	December 24 & 25, 2013

# RFP 2013-303: ARMORED VEHICLE SERVICE FOR JOHNSON COUNTY

### **QUOTE SHEET**

Deposits will be picked up for Johnson County as listed below and delivered to First Financial Bank, located at 403 Main Street, Cleburne, TX 76033. Pick-up and delivery will be five (5) days per week, Monday through Friday, excluding Commissioners' Court approved and designated Johnson County holidays. Deposits must have same day delivery to bank by 3:00 p.m. each day.

Pick Up Location	Estimated Pick Up Time	Monthly Cost	Annual Total	Pick Up Time
Burleson Tax Office 247 Elk Dr. Burleson, TX 76028	9:30 a.m.	\$595.00	\$7140.00	0800-1200
Alvarado Tax Office 118 S. Frio Alvarado, TX 76009	10:30 a.m.	\$595.00	\$7140.00	0800-1200
Cleburne Main Tax Office 2 N. Mill Street Cleburne, TX 76031	11:00 a.m.	\$595.00	\$7140.00	0800-1200
	4	Annual Grand Total	\$21240.00	

Specify any additional costs: _	
Any comments, additions, and/	or exclusions shall be provided on separate page(s).

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: Trinity Armore	ed Security, Inc.
ADDRESS: 4221 Clay Avenue	
CITY/STATE/ZIP: Haltom City, TX 76	117
OFFICE PHONE: 817-428-1010	FAX PHONE: 817-428-1447
CELL PHONE: 817-455-2708	EMAIL: ken-west@trinityarmored.com
AUTHORIZED SIGNATURE:	mund deling
PRINTED NAME: Kenneth & West	

### RESIDENCE CERTIFICATION

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

"Nonresident bidder" refers to a person who is not a resident.
 "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 Trinity Armored Security, Inc. is a Resident Bidder of Texas (Company Name)
 as defined in Texas Government Code §2252.001.
 I certify that is a Nonresident Bidder as (Company Name)
 defined in Texas Government Code §2252.001 and our principal place of business is

X

(City and State)

### References for RFP 2013-303 Armored Vehicle Services

1	Company's Name	City of Arlington	
	Name of Contact	Etan Klos	
	Title of Contact	Treasurer	
	Present Address	101 S. Mesquite St.	
	City, State, Zip Code	Arlington, TX 76010	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Telephone Number	( 817 ) 459-6303	Fax Number ( 817 ) 459-6315
2	Company's Name	City of Irving	
	Name of Contact	Marsha Hughes	
	Title of Contact	Purchasing Agent	
	Present Address	825 West Irving Blvd.	
	City, State, Zip Code	Irving, TX 75060	
	Telephone Number	( 972 ) 721-3754	Fax Number ( 972 ) 721-2568
	•	(3.2).2.3.3	1 ax (valide) ( 9/2 ) /21-2500
3	Company's Name	City of Wichita Falls	
	Name of Contact	Patrick Halverson	
	Title of Contact	Accounting Manager	
	Present Address	1300 7th Street	
	City, State, Zip Code	Wichita Falls, TX 76307	
	Telephone Number	( 940 ) 761-7476	Fax Number ( 940 ) 761-7470
4	Company's Name	Dallas ISD	
	Name of Contact	Curtis Alexander	
	Title of Contact	Specialist I Food & Child Nutrition	
	Present Address	1515 Grand Ave	
	City, State, Zip Code	Dallas, TX 75215	
	Telephone Number	( 214 ) 932-5537	Fax Number ( 214 ) 932-5556
5	Company's Name	Tarrant County	
	Name of Contact	Gwen Peterson	442
	Title of Contact	Senior Buyer	
	Present Address	100 E. Weatherford St.	
	City, State, Zip Code	Fort Worth, TX 76102	
	Telephone Number	(817) 884-1145	Fax Number ( 817 ) 212-3044

# ment of Public Safety **Texas**

Certificate of License

The Texas Private Security Bureau certifies that:

TRINITY ARMORED SECURITY, INC

B11870

Is Duly Licensed as

Security Contractor

Armored Car Company

Courier Company

Under the provisions of Chapter 1702 Texas Occupations Code, as amended This License

**EXPIRES: 6/30/2013** 

Director, Tx Dept. of Public Safety