

SPECIAL REQUIREMENTS/INSTRUCTIONS

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

VENDOR INSTRUCTIONS

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

- Preferred submission is via Bonfire.
- Vendors may submit electronically through Bonfire or via hardcopy to 1111 Fannin, 12th Floor, Houston, TX 77002 no later than the due date and time as stated on the Bonfire Opportunity.
- If submitting via hardcopy, all proposals must be typed and single spaced.
- Each section of the vendor’s response should start on a new page.
- Sections I-VII below must be uploaded under Bonfire’s Requested Information section.

Section I: Transmittal Letter - The transmittal letter should include:

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

Section II: Scope of Services/Narrative of Proposed Services

- Describe proposed methodology and approach to the project, including a description of your understanding of the project.
- Provide the greatest amount of meaningful detail as possible to describe the proposed equipment and specific deliverables. Indicate if your firm can meet expectations described in specifications, or if specifications can only be met under certain conditions.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Harris County.
- Vendor shall provide a Quality Assurance Plan as detailed within the Specifications.

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

Section III: Pricing Information

- BidTable(s) shall be uploaded to Bonfire in an Excel format under the Requested Information section of this solicitation. It is the intent of Harris County to enter into a fixed-price, all-inclusive fee pricing model. To ensure transparency and support an accurate evaluation, the vendor shall upload a comprehensive description of its proposed pricing structure, including a detailed explanation of all costs corresponding to the unit prices and total prices listed in **BidTable BT-270Q**.

Section IV: Organizational Information/Qualifications/Experience

- Vendor’s history, background, and principal officers
- Company organization chart
- Description of project team organization; names and resumes of team members and the role of

each team member.

- Please explain, describe, and provide examples of how the firm is qualified to provide the required services, with specific examples/references (excel questionnaire).
- Past experience on projects of similar size and scope.
- Demonstrated experience (minimum five years) delivering complete Intelligent Transportation Systems (ITS) installations and services, including Wrong-Way Detection Systems (WWDS), Closed Circuit Television (CCTV), fiber networks, electrical service work, and system integration that adheres to Harris County Toll Road Authority (HCTRA), Texas Department of Transportation (TxDOT), Texas Manual on Uniform Traffic Control Devices (TMUTCD), National Electric Code (NEC), National Electric Safety Code (NESC), and Institute of Electrical and Electronics Engineers (IEEE) standards.
- Proven technical competence with wrong-way detection technologies (wireless, radar, video, or equivalent), including installation across multi-lane configurations, fiber fusion splicing, Optical Time-Domain Reflectometer (OTDR) testing, Programmable Logic Controller (PLC) integration, Uninterruptible Power Supply (UPS)/surge protection deployment, and full system commissioning.
- Documented capability to perform ongoing monthly system-wide testing, maintenance, emergency repair response, vertical gate maintenance, component replacement, inventory management of essential parts, and coordination of traffic control and utility conflicts while maintaining 100% WWDS operational readiness.
- Sound experience in providing support services for Traffic Management Centers.
- Provide photographs or other supporting documents, and the names, addresses and telephone numbers of the operating personnel of the business or agency where the services described herein was offered. HCTRA reserves the right to contact the operating personnel of the business or agency.
- Staff qualifications and experience.

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

Section VI: Cybersecurity and Information Technology Controls

- Vendor shall acknowledge and agree to abide by the County Cybersecurity and Information Technology Controls defined within the IT Vendor Controls document found in Bonfire under Public Files.
- Additionally, vendor shall complete Reference Architecture and Questionnaire checklist (when applicable) found under the Requested Information section of Bonfire. When applicable, County IT Infrastructure Planning and Security Governance (I2PSG) committee will assess IT security and/or cybersecurity risk of proposed solution if the proposed product(s)/solution(s) needs or requires access to the Harris County network. The intent of this review phase is to ensure that proposed product(s)/solution(s) meet or exceed the minimum IT security and/or cybersecurity requirements. Product(s)/solution(s) will receive a "Pass/Fail" rating. Product(s)/solution(s) receiving a Fail rating may only be considered for award if they do not require access to the Harris County network.

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

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

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

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

EVALUATION PROCESS

All proposals will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing. Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Harris County reserves the right to accept such a proposal if it is determined to be in the best interest of Harris County.

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

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

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

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

EVALUATION CRITERIA

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

- **Scope of Services (Section II).....35%**
- **Quality Assurance Plan (Section II).....20%**
- **Qualifications and Experience (Section IV).....20%**
- **Pricing (Section III).....25%**
- **Cybersecurity and Information Technology Controls (Section VI).....[Pass/Fail]**

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

AWARD

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: <https://www.ethics.state.tx.us/filinginfo/1295/> prior to submitting your response. Failure to do so may result in disqualification of your response.

LEGAL DOCUMENTS

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

COMPLIANCE AND STANDARDS

County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under these specifications and County may make such examinations, studies, and audits at any time whether before or after payment. Vendor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Vendor's backup and support data for billings, and Vendor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

AUDIT RIGHTS

Audit Rights - The Vendor shall cooperate to the fullest extent with any and all federal, state, local, or County audits to this Agreement. The Vendor's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

Record Retention - The Vendor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The Vendor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

OPTIONAL/VALUE-ADDED SERVICES

Vendor may propose optional/value-added services. Vendor must identify the use, functionality and purpose of the optional/value-added item(s), and how Harris County would benefit from electing to procure those item(s). Pricing for proposed item(s) shall be clearly labeled as optional/value-added. Optional/Value-Added Fee Schedule shall be uploaded to Bonfire in an Excel format under the Requested Information section of this solicitation.

PUBLIC INFORMATION REQUEST

Vendors interested in obtaining information on current or previous contracts related to this RFP may visit [https://harriscountypurch.govqa.us/WEBAPP/_rs/\(S\(mswc5tkwfztdc4qj5lpymnfw\)\)/supporthome.aspx](https://harriscountypurch.govqa.us/WEBAPP/_rs/(S(mswc5tkwfztdc4qj5lpymnfw))/supporthome.aspx) to submit a Public Information Request.

TOLL/PARKING FEES

Any and all toll/parking FEES incurred by the vendor during the term of this contract will be the responsibility of the vendor.

INVOICES

Vendor shall submit an invoice upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by Harris County. Each invoice shall include deliverable(s) completed and the price for each. Each invoice shall include deliverable(s) completed and the price for each. Invoice shall be submitted on a monthly basis for work performed during the previous month. All payment requests will be accompanied by applicable: weekly/monthly reports, backup tabulations, and copies of employee time sheets for hourly T&M (Time and Material) tasks. No charges may be billed to Harris County unless such costs are explicitly included in the agreement.

Invoices will be sent to the requesting department **and** Accounts Payable:

If emailed: VENDORINVOICES@HCTX.NET

If mailed: Harris County Auditor's Office c/o Accounts Payable
1001 Preston, Suite 800
Houston, Texas 77002

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

PURCHASE ORDER

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

PAYMENTS

Vendor shall be compensated monthly based on a milestone or progress-payment basis. Payments will be provided for monthly progress based on completion of accepted milestones. Invoices shall contain a written report of the project progress and the progressed project schedule showing the completion percentages for each task and milestone.

POTENTIAL CONFLICT OF INTEREST

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

BOND REQUIREMENTS

A bid bond or bank cashier's check only (company checks are not acceptable) in the amount of 5% of proposal is required, and must be submitted with vendor's proposal. When submitting through Bonfire and electing to provide a cashier's check in lieu of a bid bond, the cashier's check must be physically dropped off in a sealed envelope referencing the Ref. # (Job No. 26/0279) from Bonfire before the due date at 1111 Fannin St., 12th Floor, Houston, TX 77002. The successful vendor is required to furnish a performance bond and/or payment bond in the amount of 100% of proposal within ten (10) days of the award. The performance bond and/or payment bond must remain in effect for the duration of the contract including renewals. Upon award, Harris County Purchasing will send awarded vendor a performance bond application. If a vendor is not awarded, bank cashier's checks will be returned within (10) ten days of award. If a vendor is awarded, checks will be returned (10) ten days after receipt of the performance and/or payment bond.

REFERENCES

References Questionnaire Q-29HU: The vendor shall provide a minimum of six (6) references and/or letters of reference from companies for which the vendor has performed services of a similar scope and nature within the past ten (10) years as demonstration of vendor's prior experience. Letters must include the following information:

- Organization/client name/address
- Name of contact person
- Telephone number for contact
- Vendor services provided to this client
- Professional relationship with the organization/client
- Whether the organization/client would recommend vendor (Letter of Reference)

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

PREVAILING WAGES

In accordance with Section 2258 of the Texas Government Code, contractor and any subcontractor hired by contractor for the construction of any project, shall not pay less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference in each Project Manual. Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

County will ascertain if proper wage rates are being paid to the employees as required by the Project Manual. In the event of a discrepancy between the work performed and the wages paid, County will document same and notify contractor. All initial determinations of the classification of workers or the appropriate prevailing wage shall be made by the Harris County Contract Compliance Officer. Her determinations shall be binding.

If, for any length of time and as determined by the Harris County Contract Compliance Officer, discrepancies appear between the certified payrolls and the actual wage paid, County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to TEX. GOV'T CODE ANN. §2258.051, the County reserves the right to withhold any monies due contractor until such discrepancy is resolved and the necessary adjustment made. Contractor shall also pay a penalty in accordance with TEX. GOV'T CODE ANN. § 2258.023(b), of Sixty and No/Dollars (\$60.00) per day per person per incident that such person is underpaid. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

In addition to these wage rates, Contractors must separately comply with Harris County's Minimum Wage Policy [\[see link\]](#) and pay all workers on county projects at least Harris County's Contractor Minimum Wage (currently \$21.65/hour). Every worker on a Harris County construction project will make at least the higher of the Harris County Minimum Wage or their applicable Prevailing Wage.

DAMAGES

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

PAYMENT CARD INDUSTRY COMPLIANCE

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

A County contracted vendor may have access to confidential information, which may include customer credit

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

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

BACKGROUND SCREENING

In accordance with HCTRA employment policies for new hires, including temporary personnel, a pre and post-employment background check are required on each temporary. Vendors must provide the following information before placement is accepted:

- a) Verification of previous employment.
- b) License / certifications, if appropriate (from original source, if possible).
- c) Recent performance evaluations (if available).
- d) Test scores (if required i.e. aptitude, skills testing).
- e) Proof of criminal activity background check.
- f) A drug and alcohol test with confirmatory testing in the event of a positive screen.
- g) All personnel must have the necessary education, training, certification and registration for the position.
- h) Vendor shall administer and be financially responsible for all applicable testing, screening an evaluation of new hires, including temporary personnel.
- i) All personnel must meet, on a continuing basis, all training and regulatory requirements appropriate to their duties.

Note: Vendors shall be responsible for all costs for background checks, alcohol and drug screens. Harris County and HCTRA will not reimburse.

REQUIRED ALCOHOL AND DRUG SCREENING

Vendor agrees that the alcohol and drug testing will be conducted at a U.S. laboratory certified by the Department of Health and Human Services under the National Certification Program to perform Department of Transportation drug and alcohol screening ("Certified Laboratory"). Vendor agrees that the Certified Laboratory will use Evidential Breath Testing (EBT) to detect and measure the presence of alcohol. If the result of the initial screening EBT test is an alcohol-concentration of 0.02 or greater, a confirmation EBT will be performed after the expiration of not less than fifteen (15) minutes to confirm that the test has properly measured the alcohol concentration. If the confirmation test is an alcohol-concentration of 0.02 or greater, Vendor agrees not to assign or refer personnel for duties at HCTRA facilities. The initial drug screening is an enzyme immunoassay technique (EMIT) test to detect the following prohibited drug group levels:

Substance	EMIT Cut-Off Level
1. Marijuana metabolites	50 ng/mL
2. Cocaine metabolites	300 ng/mL
3. Phencyclidine (PCP)	25 ng/mL
4. Amphetamines 1000	1000 ng/mL
5. Opiate metabolites	2000 ng/mL

All specimens identified as positive on the initial test are confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. The confirmation test conducted is given to detect the following prohibited drug group levels:

Substance	GC/MS Cut-Off Level
1. Marijuana metabolites	15 ng/mL
2. Cocaine metabolites	150 ng/mL
3. Phencyclidine (PCP)	25 ng/mL
4. Amphetamines	
Amphetamine	500 ng/mL
Methamphetamine (specimen must also contain amphetamine at a concentration of > 200 ng/mL.)	500 ng/mL
5. Opiate metabolites	
Codeine	2000 ng/mL
Morphine	2000 ng/mL
6-acetylmorphine (6-AM is only tested when morphine concentration exceeds 2,000 ng/mL.)	10 ng/mL

If the confirmation test is level greater than the GC/MS Cut-Off Level above, vendor shall not assign or refer personnel for duties at Harris County facilities.