



JACK R. McCOWN, C.P.M.
HARRIS COUNTY PURCHASING AGENT

April 29, 2008

Commissioners Court
Harris County, Texas

Presented to Commissioner's Court

RE: Projects Scheduled for Advertisement

MAY 06 2008

APPROVE G/L

Members of Commissioners Court:

Recorded Vol _____ Page _____

Please approve the following projects for advertisement and consent for **request for proposals** on April 25, & May 2, 2008. * Denotes mandatory pre-bid conference/walk through

Job No.	Using Department	Project & Description	Est. Cost	Sr. Buyer
08/0212	HCSO	OTP: Renovation of the Roof and Siding on the Livestock Building, Humble, Texas	\$50,000	DMD
08/0214	F&PM	TC: Fire Extinguisher Services and Related Items	\$45,000	SAR
08/0215	HCSO	TC: Furnish and Deliver Emergency Lighting and Related Items for Police Vehicles	\$878,000	DCH
08/0216	CSCD	TC: Medical Supply Items and Equipment	\$40,000	LMW
08/0218	PSCA	TC: Community Youth Development for Gulfton, 77081 Zip Code	\$355,000	SRS
08/0219	PSCA	TC: Community Youth Development for Pasadena, 77506 Zip Code	\$355,000	SRS
08/0229	HCME	OTP: Gas Chromatograph/Mass Spectrometer Detector/Detection Software Bundle	\$110,000	LMW
08/0230	HCCS	TC: Cemetery Grounds Maintenance Services	\$40,000	DMD
*08/0231	Harris County	TC: Janitorial Services at the Children's Assessment Center	\$75,000	DMD
08/0232	HC Clerk	TC: Archive Storage Media Film	\$70,000	MJS
08/0233	Precinct 3	TC: Work Uniforms and Related Items	\$45,000	MJS
08/0234	Fleet Services	TC: Repair Parts, Labor and Related Items for Chevrolet Medium and Heavy Duty Trucks	\$218,000	DCH
08/0235	HCSO	TC: Supplemental II for Various Foods for Harris County Jails	\$28,000	JHD
08/0236	CSCD	TC: Alcohol Detection System and Devices	\$56,000	DVL
08/0237	HCTRA	RFP: Violation Enforcement System Cameras and Associated Equipment	\$15,000,000	VJG

Vote of the Court:

Judge Emmett
Comm. Lee
Comm. Garcia
Comm. Radack
Comm. Eversole

Yes ☐

No ☐

Abstain ☐

Sincerely,

Jack R. McCown
Jack R. McCown, C.P.M.
Purchasing Agent

HCTRA '08 MAY 8 11:29

Agenda
Sherriff-copy
F&PM-copy

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 6, 2008

- 2451 -

1001 PRESTON, SUITE 670, HOUSTON, TEXAS 77002 • TEL (713) 755-5036 • FAX (713) 755-6695



SPECIFICATIONS

Violation Enforcement System Cameras and Associated Equipment for the Harris County Toll Road Authority

SCOPE

Harris County is accepting proposals from qualified vendors to furnish and deliver, FOB inside, cameras and associated equipment for the Violation Enforcement System (VES) for the Harris County Toll Road Authority (HCTRA) for the term beginning on or about June 3, 2008.

Vendors are encouraged to review this entire Request for Proposal upon receipt. All questions must be emailed to vivian.groce@pur.hctx.net or faxed to (713) 755-6695 Attention: Vivian Groce by May 13, 2008 no later than 2:00 p.m.

RENEWAL OPTIONS

Harris County may consider renewal options for four, one-year periods, based on the same terms, conditions and pricing as the original year. Once renewals are exhausted, the contract must be rebid. If a bidder does not wish to consider a renewal, write "N.A." in the space provided for the year indicated on page 18.

Harris County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

GENERAL REQUIREMENTS

The Harris County Toll Road Authority (HCTRA) is seeking a qualified vendor to expand HCTRA's newly acquired SAIC violation enforcement system. Some of the existing components of the violation enforcement system are approximately eight (8) years old and are nearing their useful lifespan. HCTRA would like to take advantage of advances in VES technology to begin replacement of the existing SAIC system and installation of additional lanes with newer SAIC technology that requires less illumination than the existing system, uses longer lifespan and less obtrusive lighting, Ethernet-based triggering of violations, and near real-time OCR at the plazas.

HCTRA is interested in increasing the number of violations that can be automatically processed by the OCR and ATTLAS violation processing system. Therefore, the new cameras will need to capture a larger percentage of useful images and process these images in a near real-time environment.

HCTRA is interested in reducing maintenance costs by selecting cameras that can utilize longer lifespan light bulbs for the lighting solution. Cameras that can meet all specification requirements by using an all LED lighting system with a mean-time-between-failure of at least 100,000 hours are sought. In addition to utilizing a lower maintenance lighting solution, all image acquisition and computer equipment shall be serviceable from ground-level without requiring the need for lane closures. Only the video camera and lighting solution will be allowed to be mounted overhead in the lanes.

HCTRA is interested in reducing the costs associated with upgrading the older VES technology to newer technology by selecting cameras, lighting, and controllers that can a) fit within the current camera housings, b) use the existing lighting brackets and mounting locations, c) use the existing triggering distances and triggering mechanisms, and d) interface with the existing OCR servers and ATTLAS violation processing system with no changes being required to these systems.

Please run the advertisement set out below on May 2, 2008 and bill me **IN DUPLICATE** at the conclusion of the run, with a copy of the advertisement attached to each bill.

NOTICE OF COMPETITIVE BIDS

Harris County is soliciting bids/proposals for various items, including construction projects, goods and services. Specific items—with dates and times for bid or proposal submissions, whether or not there will be lump-sum or unit pricing, the method of payment by the County, the need for a bond—all necessary information may be obtained on line at www.hctx.net/purchasing

Bids/Proposals Due May 5, 2008

Job 08/0167 Slope Failure Repair Upstream of Barker-Cypress Road ✓
 Job 08/0183 After Hours Call Center
 Job 08/0199 \$200,000 Worth of On-Call Repairs of Concrete Pavement, Curbs, Driveways, Sidewalks and Related Items, Precinct 3
 Job 08/0201 Interment Services, Burial and Cremation
 Job 08/0202 Furnish and Deliver Push Bumpers, Siren Speakers, Electronic Siren Amplifiers and Related Items
 Job 08/0203 Building Materials and Related Items
 Job 08/0204 Demolition Services and Related Items

Job 08/0205 Provide and Deliver Banners
 Job 08/0206 Printed Materials for Community Health Choice, Inc.
 Job 08/0207 Printing of Provider Directories and Member Handbooks for Community Health Choice Inc.
 Job 08/0208 Dairy Products

Bids/Proposals Due May 12, 2008

Job 08/0209 Records Management Consulting Services
 Job 08/0211 3,000 Cubic Yards Ready Mix Concrete, Furnished and Delivered, Precinct 1
 Job 08/0213 Semi-Annual Preventative Maintenance Inspections for Automatic Doors
 Job 08/0214 Fire Extinguisher Services and Related Items
 Job 08/0215 Furnish and Deliver Emergency Lighting and Related Items for Police Vehicles
 Job 08/0216 Medical Supply Items and Related Items
 Job 08/0217 Computer Output Microfiche Services
 Job 08/0218 Community Youth Development Project for Gulfport, 77081 Zip Code
 Job 08/0219 Community Youth Development Project for Pasadena, 77506 Zip Code

Bids/Proposals Due May 19, 2008

Job 08/0200 Integrated Security Management System
 Job 08/0212 Renovation of the Roof and siding on the Livestock Building, Humble, Texas
 Job 08/0220 Refurbishing Various Roads in the Spring Camp Area, Precinct 4
 Job 08/0221 Construction Improvements to Woodforest Boulevard, Precinct 2
 Job 08/0222 Traffic Signal and Lane Construction Improvements of Bay Area Boulevard and Park Shadows Trail, Precinct 2
 Job 08/0223 On-Call Service for Installation of School Zone and Warning Flashers and Related Improvements, Precinct 4
 Job 08/0224 Roadway Improvements to Necessary Appurtenances Related to Priority Corridor Project No. 12, Precinct 4
 Job 08/0227 Pelvic Reconstruction Orthopedic Fracture Table (New/Refurbished)
 Job 08/0228 Cordless Driver Surgical Drills and Micro Drill Kits
 Job 08/0229 Gas Chromatograph/Mass Spectrometer Detector/Detection Software Bundle (GC/MSD/DS)
 Job 08/0230 Cemetery Grounds Maintenance Services
 Job 08/0231 Janitorial Services for Children's Assessment Center
 Job 08/0232 Archive Storage Media Film
 Job 08/0233 Work Uniforms and Related Items
 Job 08/0234 Repair Parts, Labor and Related Items for Chevrolet Medium and Heavy Duty Trucks
 Job 08/0235 Supplemental II for Various Foods for the Harris County Jails
 Job 08/0236 Alcohol Detection System and Devices
 Job 08/0237 Violation Enforcement System Cameras and Associated Equipment ✓

Information is also available in the Purchasing Agent's office. Return bids/proposals to Harris County Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, Texas 77002. Bids/Proposals are due no later than 2:00 p.m. local time in Houston, Texas on specified due dates.


 Jack R. McCown, C.P.M., Purchasing Agent



JACK R. McCOWN, C.P.M.
HARRIS COUNTY PURCHASING AGENT

MEMORANDUM

TO: Tisha Laws
Manager, Budget/Accounts Payable
Harris County Toll Road Authority

FROM: Vivian Groce, Contracts Administrator

DATE: April 29, 2008

RE: Approval of Specifications

Attached are the specifications for Violation Enforcement System Cameras and Associated Equipment for the Harris County Toll Road Authority prepared by the Harris County Purchasing Office.

This Office has attempted to prepare the specifications in accordance with your requirements. Please review the specifications thoroughly, make revisions as required, complete the information below, and return by **April 30, 2008**.

Estimated contract value: \$ 25,000,000.00

The specifications will be advertised following return of this letter to the Harris County Purchasing Office. Please retain a complete copy for your files. If you have any questions or require any additional information, please call me at 713-755-2606 or email vivian.groce@pur.hctx.net.

Specifications acceptable as written: *fw*

Specifications acceptable as revised: _____

<u><i>R. J. V. Groce</i></u>	<u>HCTRA</u>
Authorized Signature	Organization Name
<u>ASSISTANT DIRECTOR</u>	<u>4.30.08</u>
Title	Date

KJ/VJG

Attachment: Specifications

cc: Sara Wheeler



**HARRIS COUNTY
REQUEST FOR PROPOSAL
Cover Sheet**

JOB NO.:

Date Due: _____

**DUE NO LATER THAN 2:00 P.M.
LOCAL TIME IN HOUSTON, TEXAS
Proposals received later than the date
and time above will not be considered.**

**PROPOSAL FOR: Violation Enforcement System Cameras and Associated Equipment for the
Harris County Toll Road Authority**

OFFERORS NOTE!!

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

Please return proposal in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".

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

For additional information, contact Vivian Groce @ 713-755-2606 or email vivian.groce@pur.hctx.net

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

Total Amount of Proposal \$ _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

Do you carry Health Insurance on your employees? ☐ Yes ☐ No

If yes, what is the percentage of employees insured? _____%

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

Print Name: _____

Signature: _____

Revised 11/06

TABLE OF CONTENTS

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

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

- ☒ 1. **Cover Sheet**
Your company name, address, the total amount of the bid/proposal, and your signature (IN INK) should appear on this page.
- ☒ 2. **Table of Contents**
This page is the Table of Contents.
- ☒ 3. **General Requirements**
You should be familiar with all of the General Requirements.
- ☒ 4. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.
- ☒ 5. **Specifications**
This section contains the detailed description of the product/service sought by the County.
- ☒ 6. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.
- ☒ 7. **Attachments**
 - ☒ a. **Residence Certification/Tax Form**
Be sure to complete this form and return with packet.
 - ☐ b. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - ☐ c. **Bid Check Return Authorization Form**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
 - ☐ d. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - ☒ e. **Minimum Insurance Requirements**
(Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - ☐ f. **Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
 - ☐ g. **Financial Statement**
When this information is required, you must use this form.
 - ☒ h. **Reference Sheet**
When this information is required, you must use this sheet.
 - ☒ i. **Other**
Exhibit I - Acceptance Test Plan

GENERAL REQUIREMENTS FOR PROPOSALS

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

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

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

ADDENDA

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

ASSIGNMENT

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

AWARD

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

BONDS

If this proposal requires submission of proposal guarantee and performance bond, there will be a separate page explaining those requirements. Offers submitted without the required proposal bond or Cashier's Check are not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

CONTRACT OBLIGATION

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

CONTRACT RENEWALS

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

Revised 04/07

DIGITAL FORMAT

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

DISQUALIFICATION OF OFFEROR

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

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Purchasing Agent and other appropriate departments, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

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

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This request for proposals is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

GRANT FUNDING

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

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

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

INSPECTIONS & TESTING

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

INVOICES AND PAYMENTS

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

MAINTENANCE

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

MATERIAL SAFETY DATA SHEETS

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

NEW MILLENIUM COMPLIANCE

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

POTENTIAL CONFLICTS OF INTEREST

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

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

PROPOSAL COMPLETION

Fill out and return to Purchasing, ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized company representative should sign the Proposal Cover Sheet. Completion of these forms is intended to verify that the offeror has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

PROPOSAL RETURNS

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

PURCHASE ORDER AND DELIVERY

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

RECYCLED MATERIALS

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

SEVERABILITY

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

SILENCE OF SPECIFICATIONS

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

SUPPLEMENTAL MATERIALS

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

TAXES

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

TERM CONTRACTS

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

TERMINATION

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

Termination for Health and Safety Violations.

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

TESTING

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

TITLE TRANSFER

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

WAIVER OF SUBROGATION

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

WARRANTIES

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

VENDORS OWING TAXES

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent county taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Tax Office website—www.hctax.net. Prior to submitting a bid, vendors are encouraged to visit the Tax Office website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids due on or after May 1, 2004.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and specifications supersede General Requirements where applicable.

VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted as follows: All proposals must be typed on standard 8-1/2" X 11" paper, indexed and placed in a 2 or 3-ring binder. Proposal should be organized in the following order for consistency and easy screening:

Section I: Table of Contents

Section II: RFP Cover Sheet, Transmittal Letter, and Residence Certification - The transmittal letter should include company name and address; name, title, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal; name, title, telephone and fax number of person authorized to contractually obligate your company with proposal and any future negotiations; and a brief summary explaining how all requirements of this RFP will be met and proposer's ability to meet the needs and requirements of the RFP.

Section III: Proposed Services

Section IV: Pricing/Delivery Information

Section V: References

Section VI: Agreement(s) - Include Agreements/Contract associated with response.

Section VII: Special Requirements - Include sales brochures and specifications for item(s) proposed if other than those specified; Certificate(s) of Insurance; exceptions to any of the requirements in this RFP if any.

Proposer should include ONE (1) ORIGINAL (**CLEARLY MARKED "ORIGINAL"**) a hardcopy must be provided and FOUR (4) COPIES in PDF via CD or flash drive (**CLEARLY MARKED "COPY"**) of the response sealed in an envelope or package for delivery to the Harris County Purchasing Agent per the instructions in the General Requirements (see Proposal Completion and Proposal Returns). All documents included in the proposal and the outside of the envelope or package must be marked with the vendor's name and the job number that corresponds to this RFP.

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 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.

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. 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.

All documents will be held by the County and are NOT subject to public view until an award is made and an agreement is executed. Under the Request for Proposal process, sealed offers will be received and opened in the Office of the Harris County Purchasing Agent. 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

SPECIAL REQUIREMENTS/INSTRUCTIONS - CONTINUED

confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL".

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

EVALUATION PROCESS

All proposals will be examined by an evaluation committee consisting of various HCTRA personnel, Harris County Purchasing, and any other entity HCTRA deems necessary in the process.

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 the County.

Harris County may initiate discussions with selected vendors; however, discussions may not be initiated by vendors. Harris County expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any HCTRA personnel regarding this RFP 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 HCTRA personnel or distributed any literature without authorization from the Purchasing Department.

Selected vendors may be expected to make a presentation(s) to an evaluation committee. Presentations may result in negotiating sessions with one or more vendors. 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 any vendor and continue negotiations with other vendors.

This RFP in no manner obligates Harris County to the eventual purchase of products and services described herein, implied or which may be proposed, until confirmed by a written agreement and purchase order. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to the signing of a contract.

EVALUATION CRITERIA

The award shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the following and other factors set forth in the RFP. It is anticipated that these items are listed in order of relative importance.

1. Proposed products and services
2. Proposed products and services compatibility with HCTRA's current Violation Enforcement System
3. Proposers Qualifications
4. Demonstrated ability to provide the proposed products and services
5. Cost
6. References
7. Compliance with instructions and specifications

SPECIAL REQUIREMENTS/INSTRUCTIONS - CONTINUED

AWARD

No award can be made until approved by Harris County Commissioners Court. This RFP in no manner obligates Harris County or any of its agencies to the eventual purchase of any 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. Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the evaluation committee.

LEGAL DOCUMENTS

Proposer should submit any agreement(s) which may be required by its organization to enter into a contract with the Harris County. The agreement(s) is subject to review and amendment by the Harris County Attorney's Office. HCTRA will negotiate specifics of the agreement(s) and clarify all deliverables with the selected vendor to ensure what was proposed is what HCTRA expects to receive.

REFERENCES

A member of the Evaluation Committee will contact references provided in your response to this RFP. References must include organization name, contact person, telephone number, detailed description of services provided, and date(s) of services. The client reference should be the individual with direct experience and responsibility for the services being proposed to HCTRA.

SPECIFICATIONS

Violation Enforcement System Cameras and Associated Equipment for the Harris County Toll Road Authority

SCOPE

Harris County is accepting proposals from qualified vendors to furnish and deliver, FOB inside, cameras and associated equipment for the Violation Enforcement System (VES) for the Harris County Toll Road Authority (HCTRA) for the term beginning on or about June 3, 2008.

Vendors are encouraged to review this entire Request for Proposal upon receipt. All questions must be emailed to vivian.groce@pur.hctx.net or faxed to (713) 755-6695 Attention: Vivian Groce by May 13, 2008 no later than 2:00 p.m.

RENEWAL OPTIONS

Harris County may consider renewal options for four, one-year periods, based on the same terms, conditions and pricing as the original year. Once renewals are exhausted, the contract must be rebid. If a bidder does not wish to consider a renewal, write "N.A." in the space provided for the year indicated on page 18.

Harris County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

GENERAL REQUIREMENTS

The Harris County Toll Road Authority (HCTRA) is seeking a qualified vendor to expand HCTRA's newly acquired Science Applications International Corporation (SAIC) violation enforcement system. Some of the existing components of the violation enforcement system are approximately eight (8) years old and are nearing their useful lifespan. HCTRA would like to take advantage of advances in VES technology to begin replacement of the existing SAIC system and installation of additional lanes with newer SAIC technology that requires less illumination than the existing system, uses longer lifespan and less obtrusive lighting, Ethernet-based triggering of violations, and near real-time OCR at the plazas.

HCTRA is interested in increasing the number of violations that can be automatically processed by the OCR and ATTLAS violation processing system. Therefore, the new cameras will need to capture a larger percentage of useful images and process these images in a near real-time environment.

HCTRA is interested in reducing maintenance costs by selecting cameras that can utilize longer lifespan light bulbs for the lighting solution. Cameras that can meet all specification requirements by using an all LED lighting system with a mean-time-between-failure of at least 100,000 hours are sought. In addition to utilizing a lower maintenance lighting solution, all image acquisition and computer equipment shall be serviceable from ground-level without requiring the need for lane closures. Only the video camera and lighting solution will be allowed to be mounted overhead in the lanes.

HCTRA is interested in reducing the costs associated with upgrading the older VES technology to newer technology by selecting cameras, lighting, and controllers that can a) fit within the current camera housings, b) use the existing lighting brackets and mounting locations, c) use the existing triggering distances and triggering mechanisms, and d) interface with the existing OCR servers and ATTLAS violation processing system with no changes being required to these systems.

SPECIFICATIONS – CONTINUED

Quantity

HCTRA will purchase VES equipment to retrofit existing lanes and also outfit new lanes. Barring unseen advances in manufacturing technology and any unforeseen pricing increases, it is envisioned that VES equipment required for the next five (5) years will be procured under a contract resulting from this RFP in accordance with the renewal provisions. A purchase order will be issued annually upon contract renewal to cover the estimated quantities. Individual “releases” will be issued against this purchase order as quantities are required. The contract and purchase order will also include the purchase of potential future equipment needed if the current equipment reaches “end of life” or becomes obsolete due to newer versions of the equipment, technology, and software being released by the manufacturer and/or vendor.

Current Operating Environment

HCTRA currently uses SAIC violation enforcement system cameras, scene illumination lights, VES controllers, and optical character recognition (OCR) servers for the capture and processing of violations on over 100+ line miles of Tollway covering 111 tolling points. There are an additional 187 tolling points that may eventually be covered by a VES system. These tolling points shall consist of both 1 (one) front and 3 (three) rear cameras along with 3 (three) LED light banks for rear lighting and 1 (one) infrared light for front lighting. TransCore currently maintains the violation cameras, violation enforcement system controllers and supplemental lighting. HCTRA reserves the right to utilize its existing contract with TransCore to provide installation and maintenance services for the violation enforcement system that will be purchased under the contract resulting from this RFP.

TECHNICAL SPECIFICATIONS

These technical specifications are based on a VES solution by a specific manufacturer, Science Applications International Corporation (SAIC). If a product other than the one specified is proposed, HCTRA reserves the right to evaluate the product, at no expense to the HCTRA. As long as the product proposed is equal to or better than the one specified, it will be considered; however, the final decision as to whether or not the product proposed is equal to or better than the product specified will lie solely at the discretion of HCTRA. Pricing will not be the only factor analyzed. The final decision will be based on the best and lowest priced equipment taking into consideration the evaluation criteria outlined on page 10.

The vendor must be prepared to make the proposed item(s) available in a convenient location for inspection and/or demonstrate the merits of the item(s) by a means acceptable to Harris County within three (3) working days of request from the Harris County Purchasing Department. Failure to comply with this requirement may result in rejection of the proposal from further consideration. HCTRA’s decision as to suitability and equality of item(s) shall be final. HCTRA will test the awarded vendors VES, in accordance with the Acceptance Test Plan in Exhibit I.

VES Camera

- SAIC EE 389 Interlaced Camera, or equivalent
- Microprocessor exposure control to provide accurate image exposure without external input
- Will automatically select the optimum shutter speed for clear image capture up to 100 mph, supporting shutter speeds up to 1/100,000 sec without smearing
- Will work equally well with retro reflective and non-retro reflective license plates
- Will not require auto iris lens
- Will include a high resolution, CCD imager, 752 (H) x 582 (V)
- Signal-to-noise ratio greater than 54 dB
- High resolution, C-mount lens, high bandwidth monochrome

SPECIFICATIONS – CONTINUED

- No camera video adjustments will be required, only physical alignment of horizontal field of view, pan/tilt position, and focus.

CCD Sensor	1/3" IL CCD
Active Pixels	752 (H) x 582 (V)
Sync	Internal crystal coupled, H&V lock, Line Lock Pixel clock for digital video asynchronous reset, single and double pulse mode
Analog bandwidth	30 MHz
Vehicle speed	0-100 MPH
S/N ratio	> 54 dB
Video output	1.0 Vp-p composite, 75 ohm BNC
Shutter speeds	1/60 – 1/100,000
Lens	C-mount, adjustable back focus
Power	12V DC, +3V / -4V @ 1.5W
Operating temperature	5°F to 131°F

VES Controller

- SAIC Exact License Plate Acquisition Computer (ELPAC), or equivalent
- Will support up to 8 cameras per VES Controller
- Signal received from cameras shall be NTSC analog video via coaxial cable. A PAL input signal instead of NTSC input signal will be acceptable as well.
- 19" rack-mountable, specifically designed to be placed in a location at the plaza that is accessible without bucket trucks, lane closures, or special tools.
- Will support both 10/100 Ethernet and RS-232/422 communications with the lane controller, user-selectable. Existing interface protocols shall be used with no changes being required.
- Will include a web-based maintenance interface for remote access to VES status and actual images captured.
- Will operate with a vehicle separation of 250 milliseconds
- Will use Windows® XP Professional operating system
- Will include 80GB hard-drive, 1GB RAM, and two (2) 4-port serial cards

Plaza Image Computer (PIC)

- Will be installed at each plaza location to support up to four (4) VES Controllers
- One (1) dual core, 2GHz processor, or better
- Two (2) 250 GB hard-drives, configured in RAID1 configuration
- 2GB RAM
- Windows 2003 Server w/ 5 client licenses
- 10/100/1000 Ethernet NIC

SPECIFICATIONS – CONTINUED

Scene Illumination

- All lighting (on-retro and off-retro) will be provided by light emitting diode (LED) bulbs
- All front camera lighting shall be infrared and non-intrusive to the motoring public
- All required lighting will be able to be mounted at the existing lighting locations and on the existing brackets within each plaza and provide the correct light output for operation of the VES system to meet all required specifications.
- All lighting will have a MTBF of no less than 100,000 hours
- The minimum requirement for field of illumination will be 7 ft x 5 ft at a distance of 40ft for on-retro LED, 9 ft x 7 ft at a distance of 40 ft for off-retro LED
- Voltage will be 12-24 VDC with reverse polarity protection
- Automatic and resettable current protection
- Strobed operation will be selectable between external trigger input and video trigger with selective line control
- Will support NTSC, PAL, and progressive cameras with a frame rate of 7-50 fsec
- Maximum on time will be 1ms for both video and external modes
- Maximum duty cycle will be 6.2%

Junction Boxes

- Where required, new junction boxes will be provided for the cameras and lighting cable connections
- All junction boxes will include the appropriate number and length of cables based on the configuration specified – one lane/one camera, one lane/three cameras, and LED lighting junction boxes.
- All junction boxes will be NEMA 4X and include a minimum of 12ft connecting cables

Optical Character Recognition (OCR) System

- 1U dual Xeon, 3.2GHz or better
- 1 GB RAM
- 800 MHz FSB
- (1) 80 GB Hard Disk
- 1 GB NIC
- Rack mount hardware
- Windows XP operating system

The OCR system must be installed at each plaza for near real-time processing of images, accessible without lane closures, bucket trucks, or special tools. The OCR must accurately identify at least 90% of the license plates that are determined to be readable by a human. The number of false positives – the images that were assigned a high confidence by the OCR but were incorrectly identified – shall not exceed 2% of the total images that were assigned a high confidence by the OCR.

The vendor shall submit their specifications test parameters for determining the OCR accuracy and expected results with their proposal.

All OCR tuning for Texas-specific license plates to achieve the performance specifications listed above shall be incidental to delivery of the camera hardware and software.

SPECIFICATIONS – CONTINUED

OCR Maintenance

The vendor shall include a price for ongoing annual tuning of the OCR system once final acceptance of the initial delivery is provided. This should occur at a minimum of once per year, but could be as often as once every six (6) months as OCR performance dictates. In addition, any OCR tuning that is performed for adjacent states during the term of the contract shall be incorporated into HCTRA OCR system.

Near Real-Time Violation Alerts (Optional)

As an option, HCTRA may elect to use the Violation Enforcement System specified herein to provide real-time alerts to assist with enforcement on the roadway. These real-time alerts are not a requirement of these Specifications, but a system that provides this functionality will be considered more favorably in the evaluation than a system that does not already contain this functionality.

The VES Controller, OCR system, and PIC (VES System) will have the capability to produce near real-time alerts via email and/or local signaling means when a pre-identified license plate number is captured. The alerts will be transmitted within milliseconds from when the vehicle passes through the violation capture zone.

The real-time alert functionality will provide a local, user-changeable database of no less than 100,000 license plate numbers to be used to identify the plates that will trigger a violation alert. This database will contain up to 8 data fields for each license plate, with each field having a minimum size of 32 characters. One data field will contain the license plate number and the remaining 7 data fields for each license plate will be user-programmable to include information associated with the license plate. All data fields will be transmitted in the email alert messages, with one being designated as the subject line. The "from" designation will be the cameras logical name. This database will be capable of being modified on an ad-hoc basis and the interface control document for 3rd party management of this database will be provided within thirty (30) days of award and issuance of a purchase order resulting from this RFP. The real-time alert functionality will provide the capability of counting the number of times a plate has been recognized and make that data available for export.

The real-time alert functionality will provide a logging feature that records all alerts and associated information into a searchable database. The alerts will be logged for a minimum of 6 months.

The real-time alert functionality may be dependent upon the VES functionality of the system, but the operation of the VES functionality will in no way be reliant upon the real-time alert functionality being operational.

Warranty

Vendor shall include a one (1) year warranty and also provide the terms for extending the protection beyond the initial warranty period. This warranty shall be a "return for repair" type of warranty and any item returned to the vendor shall be either repaired or replaced by the vendor within a 30-day period. The vendor shall provide with their proposal a listing of items specifically excluded from their warranty and any warranty conditions or limitations.

Deliverables

Complete system documentation, to include, as to be installed drawings, cut sheets, system diagrams, wiring details, mounting details, etc. shall be submitted to HCTRA in both PDF and Microstation formats (if applicable). One (1) copy of each format is to be submitted along with one (1) printed 11X17 copy of each set of documents submitted within sixty (60) of delivery of the first release issued on the resultant purchase order.

PRICING/DELIVERY INFORMATION

PRICING

Provide fixed pricing to provide the proposed items. Quantities are estimates only, HCTRA may purchase more or less than the stated quantities. HCTRA reserves the right to utilize its existing contract with TransCore to provide installation and maintenance services for the violation enforcement system. Therefore, please provide two (2) pricing options, with and without installation and maintenance services in the format listed below. Vendors may obtain quotes from TransCore for installation and maintenance if the vendor does not intend to install and maintain the system.

Tasks/Items	U/M	Est. Qty	Unit Price	Extended Price
1. VES Camera	Each	962	\$	\$
2. VES Camera Housing	Each	525	\$	\$
3. Camera Junction Box (1 camera/lane)	Each	428	\$	\$
4. Camera Junction Box (3 cameras/lane)	Each	178	\$	\$
5. LED Illuminator	Each	1010	\$	\$
6. LED Illuminator bracket	Each	1010	\$	\$
7. VES Controller (1-4 cameras)	Each	60	\$	\$
8. VES Controller (1-8 cameras)	Each	126	\$	\$
9. Plaza Image Computer	Each	23	\$	\$
10. OCR System - Hardware	Each	76	\$	\$
OCR System - Software License	Each	75		
11. Ongoing Annual OCR Tuning (after acceptance)	Per Year	3	\$	\$
12. Initial Commissioning and Test	Lot	1	\$	\$
13. Other - not listed above			\$	\$
SUBTOTAL - MATERIALS				
14. Mainline Lane Installation (Labor + Materials)	Each	110	\$	\$
15. 'Other' Lane Installation (Labor + Materials)	Each	492	\$	\$
16. Other - not listed above			\$	\$
SUBTOTAL - LABOR				

PRICING/DELIVERY INFORMATION - CONTINUED

17. Annual VES Maintenance (Cameras 1 – 80)	Lot	1	\$	\$
18. Annual VES Maintenance (Cameras 81 – 160)	Lot	1	\$	\$
19. Annual VES Maintenance (Cameras 161 – 240)	Lot	1	\$	\$
20. Annual VES Maintenance (Cameras 241 – 320)	Lot	1	\$	\$
21. Annual VES Maintenance (Cameras 321 – 400)	Lot	1	\$	\$
22. Annual VES Maintenance (Cameras 401- 480)	Lot	1	\$	\$
23. Annual VES Maintenance (Cameras 481- 640)	Lot	1	\$	\$
24. Annual VES Maintenance (Cameras 641- 800)	Lot	1	\$	\$
25. Annual VES Maintenance (Cameras 801- 960)	Lot	1	\$	\$
26. Other – not listed above				\$
TOTAL				\$

Equipment warranty is for _____ years.

Equipment can be delivered within _____ days upon receipt of release request for the associated purchase order resulting from this RFP.

RENEWAL

Bidder agrees to renew this contract for the time frame stated below under the same terms and conditions and pricing as the original contract. If bidder does not wish to be considered for renewal, write "N.A." in the space provided.

Renewal Year 1: (2009 – 2010) _____

Renewal Year 2: (2010 – 2011) _____

Renewal Year 3: (2011 – 2012) _____

Renewal Year 4: (2012 – 2013) _____

RESIDENCE CERTIFICATION/TAX FORM

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

If you are an individual, list the names and addresses of any partnership of which you are a general partner:

PROPERTY: List all taxable property owned by you or above partnerships in Harris County.

Harris County Tax Acct. No.*

Property address or location**

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

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

Revised 11/06

Minimum Insurance Requirements

- The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
- Upon request, certified copies of original insurance policies shall be furnished to Harris County.
- The County reserves the right to require additional insurance should it be deemed necessary.

- A. Workers' Compensation (with Waiver of subrogation to Harris County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee.

- B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. Harris County shall be named as "additional insured" on commercial general liability policy.

Automobile Liability Coverage:

\$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Harris County shall be named as "additional insured" on automobile policy.

REFERENCES

Provide at least four (4) references, preferably government entities, in which your company has provided or is providing similar products and services to those described in the Specifications. Include in Section V of your response.

Reference 1

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____
_____**Reference 2**

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____
_____**Reference 3**

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____
_____**Reference 4**

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

EXHIBIT I

ACCEPTANCE TEST PLAN

Harris County Toll Road Authority

Violation Enforcement Image Capture System –

Acceptance Test Plan

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2. Introduction

This document describes the approach that will be used to test the Violation Enforcement System for the Harris County Toll Road Authority (HCTRA). This test plan is being provided as part of the Specifications to provide all vendors with a common understanding about the level of testing that will be required to demonstrate compliance with the specifications.

3. Testing Approach

The testing approach will consist of test cases performed in "live" lanes and also in a controlled test environment. The purpose of the testing is to confirm the VES components meet the required specifications, which include specific performance criteria and also a general requirement that the new system provide more usable images than the existing violation enforcement system.

3.1 Live Lane Testing

- The initial release on the resultant purchase order will include all components required to perform a test at one mainline plaza that has 3 adjacent EZ TAG lanes in one direction of travel.
- The vendor shall provide the equipment for this testing within 45 days after receipt of the purchase order release.
- Prior to the initiation of any in-lane activities required for the testing, HCTRA will store violation images for a 5-day period from the existing system. This 5-day period will be selected to be as close as possible to the 5-day testing period for the new system due to traffic variations.
- Once the 5-day image capture period for the existing system is complete, the vendor will be given a 7-day period to assist HCTRA with the installation and configuration at the mainline plaza selected as the test site. The vendor will not be required to provide any items outside of those required in the Specifications for this test. HCTRA will provide the tools, vehicles, labor, and misc. items required for the installation that aren't included in the Specifications.
- Once the 7-day installation period has expired, HCTRA will begin the test by loading all violation images for a 5-day period into the violation processing system test database. This 5-day period will match the same days of the week and timeframes as the 5-day test period for the existing system.
- Once all violation images have been captured and stored for both the new and existing systems over the 5-day period, these images will be reviewed by dedicated HCTRA VPS clerks using the HCTRA violation processing system.
- Rejection statistics will be recorded by the VPS clerks for all images using both the violation processing system reject codes and also manual recording on forms. The following data will be recorded for each violation:
 - Plate Confidence (0 to 100)
 - Edit (image was human readable but CSR had to edit OCR result)
 - Accept (image readable, OCR correct)
 - Plate Obstructed (trailer hitch or other object obstructing plate)
 - Plate Out of State
 - Partial Vehicle (plate was in image, but image did not contain entire vehicle)
 - Dealer Plate
 - No Vehicle Attached (no vehicle in image)
 - Too Dark
 - Partial Plate
 - Too Light
 - No Plate (vehicle in image, no plate on vehicle)
 - No image (no picture, solid black image)
 - Exception (emergency vehicles)

- Rejections that will be considered "controllable" and included in the calculation of the VES performance:
 - Partial Vehicle
 - No Vehicle Attached
 - Too Dark
 - Partial Plate
 - Too Light
 - No Image
- In addition to the rejection statistics, the overall number of images not captured by the violation enforcement system will be included within the calculation to determine the percentage of usable images. The number of images not captured will be determined by subtracting the number of violations recorded by the VES system from the number of violations reported by the lane controller during each test period.
- The following formulas will be used to determine the percentage of usable images:

Images Not Captured = (# Violations Triggered by Lane Controller) - (Total Images Recorded by VES)

Usable Images = (# Violations Triggered) - (Images Not Captured) - (Controllable Rejections)

% Usable Images = (# Usable Images) / (# Violations Triggered)

3.2 Controlled Environment Testing

The controlled environment testing will be used to test performance criteria that could not be tested during the live lane testing. These items include specifications for the real-time alert functionality (optional), installation requirements, vehicle separation, scene illumination, junction boxes, and OCR system performance. The vendor shall submit a test plan within sixty (60) days of the date of the purchase order that includes detailed test steps to verify compliance with the specifications. This test plan shall include the following at a minimum:

1. Test steps to confirm compliance with the real-time alert specifications, if this option is selected by HCTRA. The test steps shall include a test database of at least 200 license plates and visual confirmation that at least 95% of the alerts generated from vehicles with these license plates are generated within the required timeframes using the required methods of communications.
2. Test steps to confirm the VES equipment can be installed per the specifications. It is acceptable to have the test steps include visual verification during the installation of the live lane testing.
3. Test steps to confirm the vehicle separation and speed requirements. Any testing related to these specification items will be performed with lanes that do not contain live traffic.
4. Test steps to confirm the scene illumination requirements are met. It is acceptable to provide visual verification and manufacturer cut sheets for these requirements.
5. Test steps to confirm compliance with the junction box specifications. Visual verification and manufacturer cut sheets are acceptable.
6. Test steps to confirm OCR system performance. These steps shall include the collection of a minimum of 1,000 violation images and demonstration of compliance with the performance specifications based on the statistical review of these images.

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This "Agreement" is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Toll Road Authority ("HCTRA"), and Idea Integration Corp. ("Contractor"), located at 3200 Southwest Freeway, Suite 2900, Houston, TX 77067.

Recitals

Whereas, County desires the Website Revamp Release 2.0 for HCTRA, and the County developed a request for proposals (RFP) pursuant to the competitive bid laws (County Purchasing Act, Texas Local Government Code, §262.021, *et seq.*, as amended)—County Purchasing Job No. 07/0443; and,

Whereas, Contractor was awarded the contract for the Website Revamp Release 2.0 for HCTRA pursuant to the RFP; and,

Whereas, Contractor represents that it is capable and willing to provide the Website Revamp Release 2.0 for HCTRA;

Now, therefore, for and in consideration of the mutual promises and covenants contained herein, the parties hereby enter into this Agreement and do mutually agree as follows:

I. Scope of Services.

Contractor shall provide: (1) the expansion of the front-end Online Customer Service Center (OLCSC) presentation and features available to new and existing EZ Account-holders and potential customers, and (2) a series of services to deliver the analysis information architecture, and application development assets and technical integration needed to implement an optimized, user-centered presentation layer for the latest generation of the HCTRA.org website for HCTRA in accordance with the Contractor's response to RFP 07/0443, including the Best and Final Offer and the agreed upon modifications to the response, as are detailed in "Exhibit A" which is incorporated by reference herein as if set forth word for word. However, in the event of a conflict between the terms and conditions of "Exhibit A" and this Agreement, **the terms and conditions of this Agreement shall control.**

2. Compensation

2.1 For and in consideration of the services rendered by Contractor hereunder, the County shall pay Contractor a not to exceed amount of \$562,096.00. Said total is intended to compensate Contractor for all time and expenses. All tools and supplies necessary in the provision of services hereunder shall be supplied by Contractor at his own expense. In no

event will the County be obligated hereunder to compensate Contractor more than \$562,096.00 nor shall Contractor be required hereunder to provide services which would entitle him to compensation in excess of \$562,096.00.

2.2 Before providing any services under this Agreement, the Contractor must obtain a Purchase Order.

2.3 The total amount is intended to compensate Contractor for all of the time and expenses incurred by Contractor in the performance of this Agreement. Contractor is not entitled to any sick leave, vacation, holidays, or any fringe benefits. Further, it is expressly understood that Contractor may not seek any reimbursement, nor will the County be obligated to pay for postage, parking fees, long-distance telephone call, cell-phone calls, printing expenses, or any other costs or expenses.

2.4 On or about the last day of each calendar month, unless the term of this Agreement is terminated sooner in accordance with termination provisions herein, Contractor agrees to submit to County a statement for services for each calendar month, if applicable. Contractor must certify and swear that each statement is true and correct. Each statement must show the date or dates that Contractor performed services, the time or times of day that Contractor performed the services, a detailed description of the services performed, and any details of the work, hours, or services as may be required by the County Auditor for verification purposes. County will review each statement and approve it with any modification he deems appropriate. County will then forward the approved statement to the County Auditor for payment. County agrees to pay the same within thirty (30) days of receipt thereof.

3. *Authorization for Services*

Prior to the commencement of work under this agreement, Contractor shall obtain authorization to commence work hereunder from the Director of HCTRA or his designee. Contractor agrees to perform no work until receipt of a duly signed and approved purchase order issued by the County Purchasing Agent. Work performed without such purchase order and written authorization from County shall be at the expense of Contractor. After receiving such authorization, Contractor shall proceed based upon a HCTRA defined schedule to complete those services called for under this agreement. If HCTRA's designee does not authorize the continuation of services for which the maximum authorized fee has been earned or for which HCTRA's designee directs, Contractor shall cease further performance, Contractor, upon request, shall promptly deliver all documentation and/or data prepared and/or obtained in performing said services.

4. *Term*

The initial term of this agreement is from ^{May 6}~~April 8~~, 2008 through ^{May 5}~~April 7~~, 2009 unless terminated sooner under the terms of this Agreement, and provided that no termination of this Agreement shall have the effect of terminating Contractor's duties and obligations under Sections 9 (Indemnity). The County may renew this Agreement for two (2) additional one

year terms under the same terms and conditions, by providing the Contractor with written notice of the intent to renew prior to the expiration of the initial term or any term thereafter.

5. Termination

The County may terminate this Agreement at any time, either with or without cause, by giving 30 days written notice to Contractor. Upon receipt of such notice, the Contractor must discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after termination, Contractor shall submit, documentation and/or data prepared and/or obtained in performing said services under this Agreement to the date of termination. Copies of all completed or partially completed documentation and/or data prepared and/or obtained in performing said services, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.

6. Compliance and Standards

Contractor agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder. Contractor shall not access any information which it is not authorized to receive, and under no circumstances shall Contractor at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of its services hereunder without the express written consent of the County, nor shall Contractor copy, recreate or use any such confidential information or documents other than for the performance of this Agreement. Contractor shall not divulge or otherwise make use of the trade secrets or other confidential information, procedures, or policies of any former employer, contractor, client, customer or Contractor in the exercise of duties under this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of services under this Agreement except to the extent authorized by such third parties.

7. Public Information Act

Contractor further agrees that this Agreement is subject to Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Public Information Act"), and in the event of any conflict the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Harris County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Harris County and/or whether or not the same are available to the public. It is further understood that Harris County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Harris County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data

furnished to Harris County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

8. Confidentiality

8.1 Contractor agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder. Contractor shall not access any information which it is not authorized to receive, and under no circumstances shall Contractor at any time, during the term of the Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of the services hereunder without the express written consent of the County, nor shall Contractor copy, recreate or use any such confidential information or documents other than for the performance of the Agreement.

8.2 Contractor will be required to sign a confidentiality agreement between Contractor and the third party vendor, as is detailed in "Exhibit B" which is incorporated by reference herein as if set forth word for word.

9. Independent Contractor

Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its, Contractor's agents or subcontractor's duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for (and County shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by Contractor, arising out of Contractor's association with County pursuant hereto, and Contractor shall indemnify and hold County harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

10. Indemnity

Contractor shall at its own expense defend all suits or proceedings instituted against the County, its officers, agents, or employees based upon any claim that the software or designs provided hereunder or any part thereof or process intended to be performed thereby, constitutes an infringement of any patent, copyright, trade secret or other proprietary right, or based upon any claim of whatever nature resulting from an intentional or negligent act of Contractor in the performance of services hereunder, and will pay all awards or damages assessed against the County, its officers, agents, or employees in connection with any such claim, suit or proceeding, or pursuant to any compromise thereof approved by Contractor, provided that the County, promptly upon service of process against it, gives to Contractor

notice in writing of such suit or proceeding and permits Contractor through counsel chosen by it, and satisfactory to the County Attorney, to defend the same, and gives Contractor all needed information, assistance, and authority to enable Contractor to do so. County shall have the right to be independently represented by counsel of its own choice in connection with any such suit or proceeding. If in any such suit a restraining order or temporary injunction is granted, Contractor will make every reasonable effort by giving a satisfactory bond or otherwise to secure the suspension of any such restraining order or temporary injunction.

11. Limit of Appropriation

Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this contract, that County shall have available the total maximum sum of **\$562,096.00**, to fully discharge any and all liabilities which may be incurred by County including any and all costs for any and all things or purposes, ensuing under or out of this Agreement, irrespective of the nature thereof, and notwithstanding any word, statement or thing contained in or inferred from the preceding provisions of this Agreement which might in any light by any person be interpreted to the contrary. The County's liability for payment under the terms and provisions of this agreement is limited to such sum, plus additional amounts of funds from time to time certified available pursuant to Tex. Loc. Gov't Code Ann, §§111.031 - 111.093, as amended, for the purpose of satisfying the County's obligations under the terms and conditions of this agreement.

12. Notices

Any notice required or permitted to be given by one party to the other party under this agreement may be given by certified or registered U. S. Mail, postage prepaid, return receipt requested, addressed as follows:

Harris County Toll Road Authority
330 Meadowfern
Houston, TX 77067-3295
Attention: Gary Stobb, Peter Key and
Mark Pierce

Idea Integration Corp.
3200 Southwest Freeway, Ste. 2900
Houston, TX 77067
Attention: Matthew Childress, Managing Director

Copy to: Purchasing Agent
1001 Preston, Suite 670
Houston, TX 77002

Any notice given as herein provided shall be deemed given and received upon deposit in the U. S. Mail as herein provided.

13. Successors and Assigns

The County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party in respect to all covenants of this Agreement. Neither the County nor Contractor shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any liability on the part of any officer or agent of any public body which may be a party hereto.

14. Governing Law

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Harris County, Texas.

15. Modifications

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

Executed on MAY 06 2008 2008.

Approved as to form:
MIKE STAFFORD, County Attorney

HARRIS COUNTY

By Portia Poindexter
PORTIA POINDEXTER
Assistant County Attorney

By Ed Emmett
ED EMMETT, County Judge

IDEA INTEGRATION CORP.

By Christopher McConn

PrintName: CHRISTOPHER MCCONN
Title: BUS. DEV. MGR.

EXHIBIT A:

Idea Integration Corp. response to RFP 07/0443, including the Best and Final Offer, and modifications thereto.

Response to:

Harris County Toll Road Authority

Website Revamp Release 2.0

Job No.: 07/0443

January 7, 2008

The logo for 'idea: integration' is displayed in white text on a dark background. The word 'idea' is in a bold, lowercase sans-serif font, followed by a colon and the word 'integration' in a regular weight of the same font. A registered trademark symbol (®) is located at the end of 'integration'. Above the word 'idea', there are several small, white, curved lines that suggest a stylized sunburst or a series of orbits.

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Response to:



**Job No.: 07/0443
Website Revamp Release 2.0 for
Harris County Toll Road Authority**

January 7th, 2008

Client Contact:

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Purchasing Agent
Harris County
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Vivian.Groce@pur.hctx.net

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Learning Solutions
Network Infrastructure Solutions
Data Management Solutions
Information Worker Solutions
Security Solutions
Advanced Infrastructure Solutions
Mobility Solutions

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