

THE STATE OF TEXAS

BID # L24098

COUNTY OF HARRIS

ORDINANCE # 2012-0469
CONTRACT # 5600011386

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR ARMORED CAR SERVICES ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a Texas Home-Rule City and TRIPLE D. SECURITY, INC. ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Triple D. Security, Inc.
210 Longview
Victoria, Texas 77902
Phone: 361-578-4951
Fax: 361-578-5290

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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- A. DEFINITIONS
- B. SCOPE OF SERVICES
- BB. LOCATIONS
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- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
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- I. CONTRACTOR PAY OR PLAY (N/A)
- J. IRREVOCABLE LETTER OF CREDIT

3.0 PARTS INCORPORATED:

3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS:

4.1 If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

5.0 DEFINITIONS:

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

6.0 SIGNATURES:

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

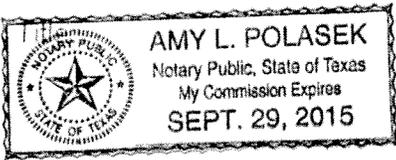
ATTEST/SEAL (if a corporation):

TRIPLE D. SECURITY, INC.

WITNESS (if not a corporation):

By: Amy L. Polasek

Name:



By: Jay Lack
Name: JAY LACK

Title: pres

Federal Tax ID Number: 74 232 1437-2

ATTEST/SEAL:

[Signature]

City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

[Signature]

Mayor Matthew D. Rapp

APPROVED:

[Signature]

City Purchasing Agent

COUNTERSIGNED BY:

[Signature]

City Controller

[Signature]

DATE COUNTERSIGNED:

5-23-12

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

5-4-12
Date

[Signature]
Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B" & "BB."

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

2.2 INDEMNIFICATION:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR

SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.0 INDEMNIFICATION PROCEDURES:

3.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

3.3 Defense of Claims

3.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

4.0 INSURANCE:

4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate

4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

4.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)

4.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.0 **WARRANTIES:**

5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

5.2 With respect to any parts and goods furnished by it, Contractor warrants:

5.2.1 that all items are free of defects in title, material, and workmanship,

5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 **LICENSES AND PERMITS:**

6.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

7.0 **COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:**

7.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

8.0 MWBE COMPLIANCE:

- 8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least N/A% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D."

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 9.2.1 a copy of its drug-free workplace policy,
 - 9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
 - 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

- 10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 12.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 TAXES:

2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT:

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION:

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$43,573.38** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES:

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
 - 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
 - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - 6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

- 1.1 This Agreement is effective on the Countersignature Date and expires one (1) year after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS:

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for four (4) successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

- 4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY:

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
- 6.1.2 Contractor becomes insolvent;
- 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
or
- 6.1.4 a receiver or trustee is appointed for Contractor.

6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE:

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions,

and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

- 2.2 This relief is not applicable unless the affected party does the following:
 - 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
 - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY:

- 3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT:

- 4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT:

- 5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS:

- 6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.
- 6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES:

- 7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER:

- 8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- 8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS:

- 9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

- 10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES:

- 11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL:

- 12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST:

- 13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS:

- 14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

- 15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.
- 15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE:

- 16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT:

- 17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

EXHIBIT "A" DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"
SCOPE OF WORK

ARMORED CAR SERVICES

1.0 General:

The Armored Car Service Contractor (hereinafter referred as "Contractor") shall provide all labor, materials, tools, equipment, transportation and superintendence necessary to transport sealed shipments containing currency, coin, checks and/or securities, to receipt therefore, and to deliver same in like kind condition to a designated consignee. All cash monies shall be bundled in groups of \$200,000.00 or less. No bundle shall at any time contain any more than \$200,000.00 in cash and there will be only one bundle per bag.

- 1.1 The Contractor shall perform all services in strict accordance with the Schedule of Services Section 5.0 herein, during normal City business hours, provided that if a designated day or date for pickup or delivery falls on a City Employee Holiday as designated by the City Council, or in the event of some other irregularity, performance shall be as regularly required by the Schedule of Service for the locations specified in the Schedule. Pickup and delivery to and from all other specified locations shall be as directed by the Director or designated representative. No additional payment over the monthly rate specified in the contract "Fee Schedule", shall be authorized for holiday pickup.
- 1.2. Shipments must be signed for, evidencing products and amounts, by the contractor's representative, and must be securely sealed and fastened with an instrument, which cannot be removed or refastened without leaving visible signs on tampering. The City will usually provide canvas locked bags when transporting money from one location to another. However, tamper evident bags must be used by Contractor to transport monies to "the City's depository bank".
- 1.3. The Contractor shall assume entire liability for any loss of any shipment. The liability shall commence when the shipments have been received into its possession and shall terminate when the shipments have been delivered to the designated consignee; provided, however, that in case any shipment is delivered to the Contractor not distinctively and securely sealed, the Contractor shall in no event be liable for any shortage claimed in any such shipment if the Contractor, prior to acceptance of the shipment, notifies the Director of Finance of the deficiency in the sealing of the shipment and the Director is given opportunity to cure any deficiencies. If a loss occurs, the City agrees to cooperate with the Contractor in the identification and replacement of lost destroyed or stolen checks. The Contractor shall notify the Department Director in writing of any loss within 36-hours after such occurrence. Dollar amounts for a pickup and/or delivery range from approximately \$1,500.00 to \$5,000,000.00.
- 1.4. Contractor shall provide two commissioned security officers licensed to carry a firearm per truck on all calls made for pick up or delivery of City's funds.
- 1.5 Contractor shall deliver and return deposit slips, bank bags, etc. in a timely manner, as directed by each Department Director or designated representative, to ensure uninterrupted service. Any security deposit containers, such as bank bags, lost by the Contractor and not recovered within seven (7) days shall be replaced by the Contractor, at no additional cost to the City.
- 1.6 The Contractor shall perform pickup and delivery of shipments as early as 7:00 am and as late as 7:00 pm.

Certifications/Personnel and Qualifications:

Contractor must have commissioned security officers licensed to carry a firearm.

3.0 Houston Airport System Pick-up and Deposit

- 3.1 Intercontinental Airport (IAH), Revenue Control office located in Terminal A-East Baggage Claim Area, Ground Level require deposits be picked up three (3) times a week, once a day on Mondays, Wednesdays and Fridays, between the hours of 11:00 a.m. and 12:30 p.m. Deposits from all pick-ups shall be deposited on the same day they are picked up.
- 3.2 Intercontinental Airport (IAH) Finance and Administration office located at 16930 John F. Kennedy Blvd. Administration Building Annex requires deposits be picked up five times a week, once daily Monday through Friday, between the hours of 10:00 a.m. and 11:30 a.m. Deposits from all pick-ups shall be deposited on the same day they are picked up.
- 3.3 Hobby Airport (HOU) Revenue Control office located in room 114W requires that deposits be picked up once a week, once a day on Fridays; between the hours of 10:00 a.m. and 11:30 a.m. Deposits from all pick-ups shall be deposited on the same day they are picked up.

4.0 Late Arrivals:

4.1 **Houston Airport System only:** Contractor must arrive at Houston Airport System locations before the latest arrival time for the specific location as specified in Section 3.0. If the Contractor is going to be late, the estimated late arrival time must be communicated as follows:

Intercontinental Airport:
Communicate before 12:00 p.m.

Intercontinental Airport Administration:
Communicate before 11:00 a.m.

Hobby Airport:
Communicate before 11:00am

4.2 Disruption of the above scheduling parameters will cause damage to the Houston Airport System in the form of additional overhead; however, such damage is difficult to measure and ascertain. As such, Contractor agrees to grant "late arrival credits" or "no arrival credits" on the next invoice following the failure to comply with the above scheduling parameters. The parties stipulate and agree that these credits are not to be construed as a penalty but are a fair approximation of the damage caused the City. Further, the late arrival or no arrival credits shall not preclude the City from pursuing other remedies available to it for other breaches of this contract.

- 4.3 Each credit shall be in the form of a deduction from Contractor's monthly invoice as follows:
 - 4.3.1 For every late arrival with notice beyond two for the month, a credit equal to 50% of the pickup charge.
 - 4.3.2 For every no arrival with notice, a credit of equal to the amount of the pickup charge.
 - 4.3.3 For every late arrival without notice, a credit of 50% of the pickup charge.
 - 4.3.4 For every no arrival without notice, a credit equal to the amount of the pickup charge.

EXHIBIT BB
Schedule of Services and Locations:

3.0

	Department	Location	Weekly Pickup	Time
1.	Houston Airport System George Bush Intercontinental (IAH)- 281-230-3251-Shelly Leal 281-233-7898 – Jim Matujec	Call at IAH Terminal A, Mezzanine Level HAS Finance, Revenue Control	Monday, Wed and Friday One trip per Day	11:00 a.m. - 12:30 p.m. Same Day Deposit
2.	Houston Airport System (William P. Hobby) 713-845-6567 – Christine Mair -	Call at William P. Hobby Revenue Control (Baggage Claim Area) Houston, Texas 77061	Friday One trip per Day	10:00 a.m. - 11:30 a.m. Same Day Deposit
3.	Houston Airport System Administration: 281-233-1387 Michele Nathlich 281-233-1379 Wynden Smith	Call at 16930 John F. Kennedy Blvd. Administration Annex Houston, Texas 77032	Monday – Friday One trip per Day	10:00 a.m. – 11:30 a.m. Same Day Deposit
4.	ARA – Park Management: Manager 832-393-8643:	2020 McKinney, Houston, TX 77003	Monday – Friday One trip per Day	9:00 a.m. - 10:00 a.m. – Same Day Deposit
5.	ARA – Classified Payroll Division Manager: 713-837-0685	Call at 611 Walker, 2 nd Floor, Classified Payroll, Houston, TX. 77002	Monday – Friday One trip per day	1:00 p.m. Same Day Deposit
6.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Bureau of Vital Statistics 8000 North Stadium Dr. Houston, Texas 77054	Monday – Friday One trip per Day	2:30 p.m. – 4:30 p.m. Deposits to be made before 3:00 p.m. the next day (M-F)
7. DELETED	Health & Human Services: 832-393-4917 – Sawee Lam LOCATION DELETED	Lyons Health Center 5602 Lyons Avenue Houston, Texas 77020	<u>DELETED</u>	<u>DELETED</u>
8.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Acres Homes MSC 6719 W. Montgomery Houston, Texas 77091	Friday One trip per Day	9:00 a.m. – 11:00 a.m. Next Day Deposit
9.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Northside Health Center 8504 Arkansas Houston, Texas 77093	Friday One trip per Day	9:00 a.m. – 11:00 a.m. Same Day Deposit
10.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	La Nueva Casa De Amigos Health Center 1809 N. Main, Houston, Texas 77004	Friday One trip per Day	9:00 a.m. – 11:00 a.m. Same Day Deposit
11.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Magnolia Health Center 7037 Capital, Houston, Tx. 77011	<i>First Tuesday Of Each Month</i>	10:00 a.m. – 2:00 p.m. Same Day Deposit
12.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Sunnyside Health Center 9314 Cullen, Houston, Tx. 77051	Friday One trip per Day	2:00 p.m. – 4:00 p.m. Next Day Deposit
13.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Laboratory Services and Emergency Medical Services 1115 South Braeswood – 2 nd floor Houston, Texas 77030	Friday One trip per Day	11:00 a.m. – 3:00 p.m. (Delivery of City of Houston Bank Deposit) Same Day Deposit
14.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Metropolitan MSC 1475 W. Gray Street Houston, Texas 77019	Friday One trip per Day	11:00 a.m. – 3:00 p.m. Same Day Deposit

15.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Environmental Health Services 7411 Park Place Houston, Texas 77087	Friday One trip per Day	9:00 a.m. – 11:00 a.m. Same Day Deposit
16.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Sharpstown STD Health Ctr. 6201 Bonhomme, Ste. 3005 Houston, TX 77036	Friday One trip per Day	11:00 a.m. – 2:30 p.m. Same Day Deposit
17.	Health & Human Services: Administrative Support Division – 832-393-4917 – Sawee Lam	Southwest Health Center 6400 High Star Houston, TX 77074	Tuesday One trip per day	11:00 a.m. – 2:30 p.m. Same Day Deposit
18.	Library: 832-393-1350 832-393-1558	820 Marston Houston, Texas 77019	Monday – Friday One trip per Day	2:00 p.m. – 4:00 p.m. Same Day Deposit
19.	Municipal Courts: Division Manager: 713-548-0776 Supervisor(s): 713-291-6271 713-458-0772 832-277-0501	1400 Lubbock Houston, Texas 77002	Monday – Friday Two trips per Day	8:00 – 9:00 a.m. 4:00 – 5:00 p.m.
20.	Municipal Courts: Division Manager: 713-548-0776 Supervisor(s): 713-291-6271 713-458-0772 832-277-0501	Pickup at 8300 Mykawa Houston, Texas 77048 and deliver to 1400 Lubbock Houston, Texas 77002	Monday – Friday One trip per Day	Pick up between 8:00 a.m. & 11:00 a.m. and deliver to 1400 Lubbock Cash Room before 12:00 p.m.
21.	Municipal Courts: Division Manager: 713-548-0776 Supervisor(s): 713-291-6271 713-458-0772 832-277-0501	Westside Command 3203 South Dairy Ashford Houston, Texas 77082 deliver to 1400 Lubbock 77002	Monday – Friday One trip per Day	Pick up between 8:00 a.m. & 9:00 a.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.
22.	Municipal Courts: Division Manager: 713-548-0776 Supervisor(s): 713-291-6271 713-458-0772 832-277-0501	3915 Rustic Woods, Kingwood, Texas 77339 and deliver to 1400 Lubbock	Wednesday One trip per Day	Pick up between 6:00 p.m. – 7:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.
23.	Municipal Courts: Division Manager: 713-548-0776 Supervisor(s): 713-291-6271 713-458-0772 832-277-0501	Clear Lake Sub-Station 2855 Bay Area Blvd Houston, Texas 77058 and deliver to 1400 Lubbock	Thursday One trip per Day	Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.

24	Municipal Courts: Division Manager: 713-548-0776 Supervisor(s): 713-291-6271 713-458-0772 832-277-0601	Acres Homes – Sub-Station 9455 West Montgomery Houston, Texas 77088 and deliver to 1400 Lubbock	Monday-Friday One trip per Day	Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.
25	Parks & Recreation: 713-867-0386 –Fred Buehler	Brock Park Golf Course 8210 John Ralston Road Houston, Texas 77078	Monday & Friday	10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.
26	Parks & Recreation: 713-867-0386 –Fred Buehler	Sharpstown Park Golf Course 6600 Harbor Town Drive Houston, Texas 77036	Monday & Friday	10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.
27	Parks & Recreation: 713-867-0386 –Fred Buehler	Memorial Park Golf Course, Pro Shop 6001 E. Memorial Loop Dr. Houston, Texas 77007	Monday & Friday	10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.
28	Parks & Recreation: 832-395-7269	Memorial Fitness Center 6402 Arnot, Houston, Tx. 77007	Monday & Friday	1 0:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.
29	Parks & Recreation: 713-867-0386 –Fred Buehler	Memorial Tennis Center 6002 Memorial Loop Drive 77007	Monday & Friday	10:30 a.m. 3:00 p.m. Next Day Deposit if after 2:00 p.m.
30	Parks & Recreation: 713-867-0386 –Fred Buehler	Lee LeClear Tennis Center 9506 Gessner, Houston, Texas 77074	Monday & Friday	10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.
31	Parks & Recreation: 832-395-7007 –Datriil Smith	Headquarters – Administration Building/Revenue Section 2999 South Wayside Dr. #G-6 Houston, Texas 77023	Tuesday & Friday	10:30 a.m. - 4:00 p.m. Next Day Deposit if after 2:00 p.m.
32	Parks & Recreation: 713-867-0386 –Fred Buehler	Gus Wortham Park Golf Course 311 South Wayside Drive Houston, Texas 77011	Monday & Friday	10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.
33	Planning & Development: Management Services Section 713-837-7747	611 Walker, 6 th floor Houston, Texas 77002 Contact: Lawrence Boyee	Pick up every Tuesday. One trip per Day	10:00 a.m. – 2:00 p.m. Same Day Deposit
34	Public Works & Engineering: Supervisor(s): 832-394-9029 832-394-9008	Planning & Development 1002 Washington Ave. Houston, Texas 77002	Monday – Friday One trip per Day	After 3:00 p.m. Same Day Deposit
35	Houston Police Department: Narcotics Division 713-308-3343	HPD Narcotics Division Washington (Property Room), Houston, TX 77002 –Contact Person: Lt. Paul Follis	3 rd Wednesday of each month; once per day	8:00 a.m.-12:00 p.m. Same Day Deposit

36	Houston Police Department: Budget & Finance 713-308-1755	HPD Budget & Finance Division 1200 Travis, 17 th Floor, Houston, TX 77002; – Contact: Rosalie Brillion	Tuesday and Friday, each week; Once per day	12:30 p.m. to 2:30 p.m. Same Day Deposit
37	ARA –BARC: 713-229-7317- 281-630-8232	BARC -2700 Evella Street – Houston, TX – Contact: Joshua Babineaux	Tuesday, Wednesday and Friday – One trip per day	9:00 a.m. – 2:00 p.m. Deposits to be made between 9:00 a.m. and 10:00 a.m. next day

Note – All deposits are made to City's depository bank. Chase Bank (All Departments) ****See exception below** – 1301 Fannin or any Branch.

**Deposit for the Houston Police Narcotics Division (Property Room) – Wells Fargo Bank – River Oaks, 2500 Waugh Dr. 77019

*If the Contractor is running late for a pick-up he/she shall provide a courtesy phone call to the User Department informing them of the new estimated time for pick-up.

6.0 General Information for Invoicing:

Contractor shall submit invoices for payment in duplicate (one original and one copy) that are on Contractor's company stationery with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall detail the following information:

- 6.1 City Contract number and Purchase Order Number.
- 6.2 Copy of Work Order.
- 6.2 Ordering Department and Facility Name and address where services were performed.
- 6.3 Beginning and ending service dates.
- 6.4 In order to receive timely payments, invoices shall be accompanied by detailed supplements and other required documentation shall to be submitted to the perspective department(s):
 - Health & Human Services
Business Management, Accounts Payable
8000 N. Stadium
Houston, Texas 77054
 - Houston Public Library
Financial Services Division
500 McKinney
Houston, Texas 77002
Contact Person: Isis Mathosiah (832)393-1350
 - Municipal Courts
Accounts Payable
611 Walker 3rd Floor
Houston, TX 77002
Attention: Zandra Sills
 - Public Works & Engineering Department
Attention: Craig Foster
Service Contract Accounting
Post Office Box 61449
Houston, TX 77208-1449

- Houston Police Department COH Police Department
BUDG-FIN-ACCTS-PAY
1200 Travis, 17th Floor
Houston, TX 77002
- Parks & Recreation Department
Accounts Payable
2999 S. Wayside
Houston, TX 77023
- Houston Airport System
Accounts Payable Section
P.O. Box 60106
Houston, TX 772205-0106
- Planning & Development Department
Attn: Roger Hamilton
611 Walker, 6th Floor
Houston, TX 77002
- ARA Parking Management Division
- ARA Classified Payroll
- ARA BARC
COH Administration & Regulatory Affairs
Business Office Acct Pay
PO Box 2649
Houston TX 77252-2649

7.0 ADDITIONS AND DELETIONS:

- 7.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional service is not identical to any item already specified under contract, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

8.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 8.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of tree trimming/pruning services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing requiring all the quantities specified herein.

9.0 **WARRANTY OF SERVICES:**

9.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

9.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

9.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

9.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

10.0 **PERFORMANCE BOND:**

The successful Contractor shall be required to provide a Performance Bond or a Clean Irrevocable Letter of Credit in the amount of **100%** of the total recommended award amount for the initial term of the contract. The Contract term is one-year with four one-year options to renew for a total five-year term.

The bond will be renewed for each one-year term upon extension of the Contract. Further, subsequent to Contract award extension and upon the City's written notification, to the Contractor, of its intent to exercise a one-year contract option year, the Contractor shall provide to the City, within ten (10) calendar days of receipt of such notification, a Performance Bond or Clean Irrevocable Letter of Credit in the amount of 100% of the total contract option year amount.

The Performance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Performance Bond.

The Clean Irrevocable Letter of Credit must be submitted on the form provided herein and signed by an officer of the institution with the appropriate authority to issue said document.

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"
MWBE REQUIREMENTS

N/A

ATTACHMENT "C"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the Mayor's Office of Business Opportunity (MOBO) Director ("the Director")
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the MOBO.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers MOBO arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the MOBO policy and/or ordinance contact MOBO at (832) 393-0600, 611 Walker, 7th Floor, Houston, Texas 77002.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, JAY LACK (Name) JAY LACK (Print/Type) _____ (Title) as an owner or officer of
TRIPLE D SECURITY _____ (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date 4-3-2012

Contractor Name JAY LACK

Signature Jay Lack

Title pres

EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

I, JAY LACK (Name)(Print/Type) per (Title)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

4-3-2012
Date

Jay Lack JAY LACK
Contractor Name

Signature

per
Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

I, JAY LACK (NAME) (PRINT/TYPE)

as an owner or officer of TRIPLE D SECURITY (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

4-3-2012
DATE

Jay Lack
CONTRACTOR NAME

Jay Lack
SIGNATURE

per
TITLE

**EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION**

I, JAY LACK (Name) (Print/Type) per (Title) as an owner or officer of
Triple A Security (Name of Company) (Contractor or Vendor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20_____.

jl
Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

jl
Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

jl
Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

jl
Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

jl
Initials From _____ to _____ the following test has occurred
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

4-3-2012
(Date)

JAY LACK
(Typed or Printed Name)

Jay Lack
(Signature)

per
(Title)

**EXHIBIT "H"
FEES AND COSTS**

Year 1 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Health & Human Services Bureau of Vital Statistics -Monday – Friday -2:30 p.m – 4:30 p.m. Deposits to be made before 3:00 p.m. the next day (M-F) – One trip per Day - 8000 North Stadium Dr. - Houston, Texas 77054	EA	\$32.96
2.	Health & Human Services Lyons Health Center 5602 Lyons Avenue Houston, Texas 77020 Monday One trip per Day 9:00 a.m. – 11:00 a.m. Next Day Deposit	EA	\$32.96
3.	Health & Human Services Acres Homes MSC 6719 W. Montgomery Houston, Texas 77091 Friday-One trip per Day -9:00 a.m. – 11:00 a.m. -Next Day Deposit	EA	\$32.96
4.	Health & Human Services Northside Health Center 8504 Arkansas Houston, Texas 77093 Friday -One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$32.96
5.	Health & Human Services La Nueva Casa De Amigos Health Center 1809 N. Main, Houston, Texas 77004 Friday One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$32.96
6.	Health & Human Services Magnolia Health Center 7037 Capital, Houston, Tx. 77011 Tuesday - One trip per Day 10:00 a.m. –2:00 p.m. -Same Day Deposit	EA	\$32.96
7.	Health & Human Services Sunnyside Health Center -9314 Cullen, Houston, Tx. 77051 Friday One trip per Day 2:00 p.m. –4:00 p.m. -Next Day Deposit	EA	\$32.96
8.	Health & Human Services Laboratory Services and Emergency Medical Services -1115 South Braeswood – 2nd floor Houston, Texas 77030 Friday -One trip per Day 11:00 a.m. – 3:00 p.m. (Delivery of City of Houston Bank Deposit) Same Day Deposit	EA	\$32.96
9.	Health & Human Services Metropolitan MSC 1475 W. Gray Street Houston, Texas 77019 Friday -One trip per Day 11:00 a.m. – 3:00 p.m. Same Day Deposit	EA	\$32.96
10.	Health & Human Services Environmental Health Services -7411 Park Place Houston, Texas 77087 Friday -One trip per Day 9:00 a.m. –11:00 a.m. Same Day Deposit	EA	\$32.96
11.	Health & Human Services Sharpstown STD Health Ctr. -6201 Bonhomme, Ste. 3005 -Houston, TX 77036 -Friday One trip per Day -11:00 a.m. – 2:30 p.m. - Same Day Deposit	EA	\$32.96

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
12.	Health & Human Services Southwest Health Center 6400 High Star Houston, TX 77074 -Tuesday -One trip per day-11:00 a.m. – 2:30 p.m. -Same Day Deposit	EA	\$32.96
13.	Library 820 Marston Houston, Texas 77019 Monday – Friday One trip per Day -2:00 p.m. – 4:00 p.m. -Same Day Deposit	EA	\$32.96
14.	Municipal Courts 1400 Lubbock -Houston, Texas 77002 -Monday – Friday Two trips per Day8:00 – 9:00 a.m. -4:00 – 5:00 p.m.	EA	\$36.00
15.	Municipal Courts Pickup at 8300 Mykawa Houston, Texas 77048 and deliver to 1400 Lubbock Houston, Texas 77002 Monday – Friday -One trip per Day -Pick up between 8:00 a.m. & 11:00 a.m. and deliver to 1400 Lubbock Cash Room before 12:00 p.m.	EA	\$36.00
16.	Municipal Courts Westside Command 3203 South Dairy Ashford Houston, Texas 77082 deliver to -1400 Lubbock 77002 -Monday – Friday One trip per Day Pick up between 8:00 a.m. & 9:00 a.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$36.00
17.	Municipal Courts 3915 Rustic Woods, Kingwood, Texas 77339 and deliver to 1400 Lubbock Wednesday -One trip per Day -Pick up between 6:00 p.m. – 7:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$36.00
18.	Municipal Courts Clear Lake Sub-Station 2855 Bay Area Blvd Houston, Texas 77058 and deliver to 1400 Lubbock Thursday One trip per Day Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$36.00
19.	Municipal Courts Acres Homes – Sub-Station 9455 West Montgomery Houston, Texas 77088 and deliver to 1400 Lubbock-Monday-Friday One trip per Day Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$36.00
20.	Public Works & Engineering Planning & Development 1002 Washington Ave. Houston, Texas 77002 Monday – Friday One trip per Day After 3:00 p.m. Same Day Deposit	EA	\$32.96
21.	Houston Police Department HPD Narcotics Division (713)308-3343 -1202 Washington (Property Room), Houston, TX 77002 –Contact Person: Lt. Paul Follis 3rd Wednesday of each month; once per day 8:00 a.m.-12:00 p.m. Same Day Deposit	EA	\$32.96
22.	Houston Police Department HPD Budget & Finance Division - 1200 Travis, 17th Floor, Houston, TX 77002; (173)308-1755 – Contact Person: Rosalie Brillion -Tuesday and Friday, each week; Once per day- 12:30 p.m. to 2:30 p.m. -Same Day Deposit	EA	\$32.96
23.	Parks & Recreation Brock Park Golf Course 8210 John Ralston Road Houston, Texas 77078Monday & Friday10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$32.96

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
24.	Parks & Recreation Sharpstown Park Golf Course 6600 Harbor Town Drive Houston, Texas 77036 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$32.96
25.	Parks & Recreation Memorial Park Golf Course, Pro Shop 6001 E. Memorial Loop Dr. Houston, Texas 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$32.96
26.	Parks & Recreation Memorial Fitness Center 6402 Arnot, Houston, Tx. 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$32.96
27.	Parks & Recreation Memorial Tennis Center 6002 Memorial Loop Drive 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$32.96
28.	Parks & Recreation Lee LeClear Tennis Center 9506 Gessner, Houston, Texas 77074 Monday & Friday 10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$32.96
29.	Parks & Recreation Headquarters Administration Building/Revenue Section 2999 South Wayside Dr. #G-6 Houston, Texas 77023 Tuesday & Friday 10:30 a.m. - 4:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$32.96
30.	Parks & Recreation Gus Wortham Park Golf Course 311 South Wayside Drive Houston, Texas 77011 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$32.96
31.	Houston Airport System George Bush Intercontinental (IAH) Call at IAH Terminal A, Mezzanine Level HAS Finance, Revenue Control Monday, Wed and Friday One trip per Day 11:00 a.m. - 12:30 p.m. Same Day Deposit	EA	\$32.96
32.	Houston Airport System (William P. Hobby) Call at William P. Hobby Revenue Control (baggage claim area) -Houston, Texas 77061 Friday One trip per Day 10:00 a.m. - 11:30 a.m. Same Day Deposit	EA	\$32.96
33.	Houston Airport System Administration Call at 16930 John F. Kennedy Blvd. Administration Annex Houston, Texas 77032 Monday - Friday One trip per Day 10:00 a.m. - 11:30 a.m. Same Day Deposit	EA	\$32.96
34.	ARA-Parking Management 2020 McKinney, Daily Pick-up - Monday - Friday	EA	\$32.96
35.	ARA Classified Payroll - Monday - Friday - 10:00 am - 611 Walker, 2nd Floor - Houston, TX 77002- The following groups drop off deposits to ARA: Public Works (PWE), COH Maser Deposit Mayor's Office, COH Master Deposit Technology and COH Finance Department	EA	\$32.96

Year 1 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
36.	ARA-BARC -2700 Evella Street - Houston, TX 77026 - Tuesday, Wednesday, Thursday and Friday - One trip per day - 9:00 a.m. - 2:00 p.m. Deposits to be made before 9:00 p.m. the next day	EA	\$32.96
37.	Planning & Development - 611 Walker, 6th Floor - Houston, TX 77002 -Pick up every Tuesday - One trip per day - 10:00 a.m. - 2:00 p.m. - Same Day Deposit	EA	\$32.96

Year 2 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Health & Human Services Bureau of Vital Statistics -Monday – Friday -2:30 p.m. – 4:30 p.m. Deposits to be made before 3:00 p.m. the next day (M-F) - One trip per Day - 8000 North Stadium Dr. - Houston, Texas 77054	EA	\$33.96
2.	Health & Human Services Lyons Health Center 5602 Lyons Avenue Houston, Texas 77020 Monday One trip per Day 9:00 a.m. – 11:00 a.m. Next Day Deposit	EA	\$33.96
3.	Health & Human Services Acres Homes MSC6719 W. Montgomery Houston, Texas 77091 Friday - One trip per Day - 9:00 a.m. – 11:00 a.m. - Next Day Deposit	EA	\$33.96
4.	Health & Human Services Northside Health Center 8504 Arkansas Houston, Texas 77093 Friday - One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$33.96
5.	Health & Human Services La Nueva Casa De Amigos Health Center 1809 N. Main, Houston, Texas 77004 Friday One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$33.96
6.	Health & Human Services Magnolia Health Center 7037 Capital, Houston, Tx. 77011 Tuesday - One trip per Day 10:00 a.m. – 2:00 p.m. - Same Day Deposit	EA	\$33.96
7.	Health & Human Services Sunnyside Health Center -9314 Cullen, Houston, Tx. 77051 Friday One trip per Day 2:00 p.m. – 4:00 p.m. - Next Day Deposit	EA	\$33.96
8.	Health & Human Services Laboratory Services and Emergency Medical Services -1115 South Braeswood – 2nd floor Houston, Texas 77030 Friday - One trip per Day 11:00 a.m. – 3:00 p.m. (Delivery of City of Houston Bank Deposit) Same Day Deposit	EA	\$33.96
9.	Health & Human Services Metropolitan MSC 1475 W. Gray Street Houston, Texas 77019 Friday - One trip per Day 11:00 a.m. – 3:00 p.m. Same Day Deposit	EA	\$33.96

Year 2 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
10.	Health & Human Services Environmental Health Services -7411 Park Place Houston, Texas 77087 Friday -One trip per Day 9:00 a.m. -11:00 a.m. Same Day Deposit	EA	\$33.96
11.	Health & Human Services Sharpstown STD Health Ctr. -6201 Bonhomme, Ste. 3005 -Houston, TX 77036 -Friday One trip per Day -11:00 a.m. - 2:30 p.m. - Same Day Deposit	EA	\$33.96
12.	Health & Human Services Southwest Health Center 6400 High Star Houston, TX 77074 -Tuesday -One trip per day-11:00 a.m. - 2:30 p.m. -Same Day Deposit	EA	\$33.96
13.	Library 820 Marston Houston, Texas 77019 Monday - Friday One trip per Day -2:00 p.m. - 4:00 p.m. -Same Day Deposit	EA	\$33.96
14.	Municipal Courts 1400 Lubbock -Houston, Texas 77002 -Monday - Friday Two trips per Day 8:00 - 9:00 a.m. -4:00 - 5:00 p.m.	EA	37.00
15.	Municipal Courts Pickup at 8300 Mykawa Houston, Texas 77048 and deliver to 1400 Lubbock Houston, Texas 77002 Monday - Friday -One trip per Day -Pick up between 8:00 a.m. & 11:00 a.m. and deliver to 1400 Lubbock Cash Room before 12:00 p.m.	EA	\$37.00
16.	Municipal Courts Westside Command 3203 South Dairy Ashford Houston, Texas 77082 deliver to -1400 Lubbock 77002 -Monday - Friday One trip per Day Pick up between 8:00 a.m. & 9:00 a.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$37.00
17.	Municipal Courts 3915 Rustic Woods, Kingwood, Texas 77339 and deliver to 1400 Lubbock Wednesday -One trip per Day -Pick up between 6:00 p.m. - 7:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$37.00
18.	Municipal Courts Clear Lake Sub-Station 2855 Bay Area Blvd Houston, Texas 77058 and deliver to 1400 Lubbock Thursday One trip per Day Pick up between 4:00 p.m. - 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$37.00
19.	Municipal Courts Acres Homes - Sub-Station 9455 West Montgomery Houston, Texas 77088 and deliver to 1400 Lubbock-Monday-Friday One trip per Day Pick up between 4:00 p.m. - 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$37.00
20.	Public Works & Engineering Planning & Development 1002 Washington Ave. Houston, Texas 77002 Monday - Friday One trip per Day After 3:00 p.m. Same Day Deposit	EA	\$33.96

Year 2 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
21.	Houston Police Department HPD Narcotics Division (713)308-3343 -1202 Washington (Property Room), Houston, TX 77002 -Contact Person: Lt. Paul Follis 3rd Wednesday of each month; once per day 8:00 a.m.-12:00 p.m. Same Day Deposit	EA	\$33.96
22.	Houston Police Department HPD Budget & Finance Division - 1200 Travis, 17th Floor, Houston, TX 77002; (173)308-1755 - Contact Person: Rosalie Brillion -Tuesday and Friday, each week; Once per day- 12:30 p.m. to 2:30 p.m. -Same Day Deposit	EA	\$33.96
23.	Parks & Recreation Brock Park Golf Course 8210 John Ralston Road Houston, Texas 77078 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$33.96
24.	Parks & Recreation Sharpstown Park Golf Course 6600 Harbor Town Drive Houston, Texas 77036 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$33.96
25.	Parks & Recreation Memorial Park Golf Course, Pro Shop 6001 E. Memorial Loop Dr. Houston, Texas 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$33.96
26.	Parks & Recreation Memorial Fitness Center 6402 Arnot, Houston, Tx. 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$33.96
27.	Parks & Recreation Memorial Tennis Center 6002 Memorial Loop Drive 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$33.96
28.	Parks & Recreation Lee LeClear Tennis Center 9506 Gessner, Houston, Texas 77074 Monday & Friday 10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$33.96
29.	Parks & Recreation Headquarters Administration Building/Revenue Section 2999 South Wayside Dr. #G-6 Houston, Texas 77023 Tuesday & Friday 10:30 a.m. - 4:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$33.96
30.	Parks & Recreation Gus Wortham Park Golf Course 311 South Wayside Drive Houston, Texas 77011 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$33.96
31.	Houston Airport System George Bush Intercontinental (IAH) Call at IAH Terminal A, Mezzanine Level HAS Finance, Revenue Control Monday, Wed and Friday One trip per Day 11:00 a.m. - 12:30 p.m. Same Day Deposit	EA	\$33.96
32.	Houston Airport System (William P. Hobby) Call at William P. Hobby Revenue Control (baggage claim area) -Houston, Texas 77061 Friday One trip per Day 10:00 a.m. - 11:30 a.m. Same Day Deposit	EA	\$33.96

Year 2 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
33.	Houston Airport System Administration Call at 16930 John F. Kennedy Blvd. Administration Annex Houston, Texas 77032 Monday – Friday One trip per Day 10:00 a.m. – 11:30 a.m. Same Day Deposit	EA	\$33.96
34.	ARA-Parking Management 2020 McKinney, Daily Pick-up - Monday - Friday	EA	\$33.96
35.	ARA Classified Payroll - Monday - Friday - 10:00 am - 611 Walker, 2nd Floor - Houston, TX 77002- The following groups drop off deposits to ARA: Public Works (PWE), COH Maser Deposit Mayor's Office, COH Master Deposit Technology and COH Finance Department	EA	\$33.96
36.	ARA-BARC -2700 Evella Street - Houston, TX 77026 - Tuesday, Wednesday, Thursday and Friday - One trip per day - 9:00 a.m. - 2:00 p.m. Deposits to be made before 9:00 p.m. the next day	EA	\$33.96
37.	Planning & Development - 611 Walker, 6th Floor - Houston, TX 77002 -Pick up every Tuesday - One trip per day - 10:00 a.m. - 2:00 p.m. - Same Day Deposit	EA	\$33.96

Year 3 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Health & Human Services Bureau of Vital Statistics -Monday – Friday – 2:30 p.m. – 4:30 p.m. Deposits to be made before 3:00 p.m. the next day (M-F) - One trip per Day - 8000 North Stadium Dr. - Houston, Texas 77054	EA	\$34.96
2.	Health & Human Services Lyons Health Center 5602 Lyons Avenue Houston, Texas 77020 Monday One trip per Day 9:00 a.m. – 11:00 a.m. Next Day Deposit	EA	\$34.96
3.	Health & Human Services Acres Homes MSC 6719 W. Montgomery Houston, Texas 77091 Friday-One trip per Day -9:00 a.m. – 11:00 a.m. -Next Day Deposit	EA	\$34.96
4.	Health & Human Services Northside Health Center 8504 Arkansas Houston, Texas 77093 Friday -One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$34.96
5.	Health & Human Services La Nueva Casa De Amigos Health Center 1809 N. Main, Houston, Texas 77004 Friday One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$34.96

Year 3 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
6.	Health & Human Services Magnolia Health Center 7037 Capital, Houston, Tx. 77011 Tuesday -One trip per Day 10:00 a.m. -2:00 p.m. -Same Day Deposit	EA	\$34.96
7.	Health & Human Services Sunnyside Health Center -9314 Cullen, Houston, Tx. 77051 Friday One trip per Day 2:00 p.m. -4:00 p.m. -Next Day Deposit	EA	\$34.96
8.	Health & Human Services Laboratory Services and Emergency Medical Services - 115 South Braeswood - 2nd floor Houston, Texas 77030 Friday -One trip per Day 11:00 a.m. - 3:00 p.m. (Delivery of City of Houston Bank Deposit) Same Day Deposit	EA	\$34.96
9.	Health & Human Services Metropolitan MSC 1475 W. Gray Street Houston, Texas 77019 Friday -One trip per Day 11:00 a.m. - 3:00 p.m. Same Day Deposit	EA	\$34.96
10.	Health & Human Services Environmental Health Services -7411 Park Place Houston, Texas 77087 Friday -One trip per Day 9:00 a.m. -11:00 a.m. Same Day Deposit	EA	\$34.96
11.	Health & Human Services Sharpstown STD Health Ctr. -6201 Bonhomme, Ste. 3005 -Houston, TX 77036 -Friday One trip per Day -11:00 a.m. - 2:30 p.m. - Same Day Deposit	EA	\$34.96
12.	Health & Human Services Southwest Health Center 6400 High Star Houston, TX 77074 -Tuesday -One trip per day-11:00 a.m. - 2:30 p.m. -Same Day Deposit	EA	\$34.96
13.	Library 820 Marston Houston, Texas 77019 Monday - Friday One trip per Day - 2:00 p.m. - 4:00 p.m. -Same Day Deposit	EA	\$34.96
14.	Municipal Courts 1400 Lubbock -Houston, Texas 77002 -Monday - Friday Two trips per Day 8:00 - 9:00 a.m. -4:00 - 5:00 p.m.	EA	\$38.00
15.	Municipal Courts Pickup at 8300 Mykawa Houston, Texas 77048 and deliver to 1400 Lubbock Houston, Texas 77002 Monday - Friday -One trip per Day -Pick up between 8:00 a.m. & 11:00 a.m. and deliver to 1400 Lubbock Cash Room before 12:00 p.m.	EA	\$38.00
16.	Municipal Courts Westside Command 3203 South Dairy Ashford Houston, Texas 77082 deliver to -1400 Lubbock 77002 -Monday - Friday One trip per Day Pick up between 8:00 a.m. & 9:00 a.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$38.00
17.	Municipal Courts 3915 Rustic Woods, Kingwood, Texas 77339 and deliver to 1400 Lubbock Wednesday -One trip per Day -Pick up between 6:00 p.m. - 7:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$38.00

Year 3 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
18.	Municipal Courts Clear Lake Sub-Station 2855 Bay Area Blvd Houston, Texas 77058 and deliver to 1400 Lubbock Thursday One trip per Day Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$38.00
19.	Municipal Courts Acres Homes – Sub-Station 9455 West Montgomery Houston, Texas 77088 and deliver to 1400 Lubbock-Monday-Friday One trip per Day Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$38.00
20.	Public Works & Engineering Planning & Development 1002 Washington Ave. Houston, Texas 77002 Monday – Friday One trip per Day After 3:00 p.m. Same Day Deposit	EA	\$34.96
21.	Houston Police Department HPD Narcotics Division (713)308-3343 -1202 Washington Property Room), Houston, TX 77002 –Contact Person: Lt. Paul Follis 3rd Wednesday of each month; once per day 8:00 a.m.-12:00 p.m. Same Day Deposit	EA	\$34.96
22.	Houston Police Department HPD Budget & Finance Division - 1200 Travis, 17th Floor, Houston, TX 77002; (173)308-1755 – Contact Person: Rosalie Brillion -Tuesday and Friday, each week; Once per day- 12:30 p.m. to 2:30 p.m. -Same Day Deposit	EA	\$34.96
23.	Parks & Recreation Brock Park Golf Course 8210 John Ralston Road Houston, Texas 77078Monday & Friday10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$34.96
24.	Parks & Recreation Sharpstown Park Golf Course 6600 Harbor Town Drive Houston, Texas 77036 Monday & Friday10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$34.96
25.	Parks & Recreation Memorial Park Golf Course, Pro Shop 6001 E. Memorial Loop Dr. Houston, Texas 77007 Monday & Friday10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$34.96
26.	Parks & Recreation Memorial Fitness Center 6402 Arnot, Houston, Tx. 77007 Monday & Friday10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$34.96
27.	Parks & Recreation Memorial Tennis Center 6002 Memorial Loop Drive 77007 Monday & Friday10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$34.96
28.	Parks & Recreation Lee LeClear Tennis Center 9506 Gessner, Houston, Texas 77074 Monday & Friday 10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$34.96
29.	Parks & Recreation Headquarters Administration Building/Revenue Section 2999 South Wayside Dr. #G-6 Houston, Texas 77023 Tuesday & Friday 10:30 a.m. - 4:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$34.96

Year 3 - Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
30.	Parks & Recreation Gus Wortham Park Golf Course 311 South Wayside Drive Houston, Texas 77011 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$34.96
31.	Houston Airport System George Bush Intercontinental (IAH) Call at IAH Terminal A, Mezzanine Level HAS Finance, Revenue Control Monday, Wed and Friday One trip per Day 11:00 a.m. - 12:30 p.m. Same Day Deposit	EA	\$34.96
32.	Houston Airport System (William P. Hobby) Call at William P. Hobby Revenue Control (baggage claim area) -Houston, Texas 77061 Friday One trip per Day 10:00 a.m. - 11:30 a.m. Same Day Deposit	EA	\$34.96
33.	Houston Airport System Administration Call at 16930 John F. Kennedy Blvd. Administration Annex Houston, Texas 77032 Monday – Friday One trip per Day 10:00 a.m. – 11:30 a.m. Same Day Deposit	EA	\$34.96
34.	ARA-Parking Management 2020 McKinney, Daily Pick-up - Monday - Friday	EA	\$34.96
35.	ARA Classified Payroll - Monday - Friday - 10:00 am - 611 Walker, 2nd Floor - Houston, TX 77002- The following groups drop off deposits to ARA: Public Works (PWE), COH Maser Deposit Mayor's Office, COH Master Deposit Technology and COH Finance Department	EA	\$34.96
36.	ARA-BARC -2700 Evella Street - Houston, TX 77026 - Tuesday, Wednesday, Thursday and Friday - One trip per day - 9:00 a.m. - 2:00 p.m. Deposits to be made before 9:00 p.m. the next day	EA	\$34.96
37.	Planning & Development - 611 Walker, 6th Floor - Houston, TX 77002 -Pick up every Tuesday - One trip per day - 10:00 a.m. - 2:00 p.m. - Same Day Deposit	EA	\$34.96

Year 4 – Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Health & Human Services Bureau of Vital Statistics -Monday – Friday -2:30 p.m. – 4:30 p.m. Deposits to be made before 3:00 p.m. the next day (M-F) - One trip per Day - 8000 North Stadium Dr. - Houston, Texas 77054	EA	\$35.96
2.	Health & Human Services Lyons Health Center 5602 Lyons Avenue Houston, Texas 77020 Monday One trip per Day 9:00 a.m. – 11:00 a.m. Next Day Deposit	EA	\$35.96
3.	Health & Human Services Acres Homes MSC 6719 W. Montgomery Houston, Texas 77091 Friday-One trip per Day -9:00 a.m. – 11:00 a.m. -Next Day Deposit	EA	\$35.96

Year 4 – Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
4.	Health & Human Services Northside Health Center 8504 Arkansas Houston, Texas 77093 Friday -One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$35.96
5.	Health & Human Services La Nueva Casa De Amigos Health Center 1809 N. Main, Houston, Texas 77004 Friday One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$35.96
6.	Health & Human Services Magnolia Health Center 7037 Capital, Houston, Tx. 77011 Tuesday - One trip per Day 10:00 a.m. – 2:00 p.m. -Same Day Deposit	EA	\$35.96
7.	Health & Human Services Sunnyside Health Center -9314 Cullen, Houston, Tx. 77051 Friday One trip per Day 2:00 p.m. – 4:00 p.m. -Next Day Deposit	EA	\$35.96
8.	Health & Human Services Laboratory Services and Emergency Medical Services -1115 South Braeswood – 2nd floor Houston, Texas 77030 Friday -One trip per Day 11:00 a.m. – 3:00 p.m. (Delivery of City of Houston Bank Deposit) Same Day Deposit	EA	\$35.96
9.	Health & Human Services Metropolitan MSC 1475 W. Gray Street Houston, Texas 77019 Friday -One trip per Day 11:00 a.m. – 3:00 p.m. Same Day Deposit	EA	\$35.96
10.	Health & Human Services Environmental Health Services -7411 Park Place Houston, Texas 77087 Friday -One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$35.96
11.	Health & Human Services Sharpstown STD Health Ctr. -6201 Bonhomme, Ste. 3005 -Houston, TX 77036 -Friday One trip per Day -11:00 a.m. – 2:30 p.m. - Same Day Deposit	EA	\$35.96
12.	Health & Human Services Southwest Health Center 6400 High Star Houston, TX 77074 - Tuesday -One trip per day-11:00 a.m. – 2:30 p.m. -Same Day Deposit	EA	\$35.96
13.	Library 820 Marston Houston, Texas 77019 Monday – Friday One trip per Day -2:00 p.m. – 4:00 p.m. -Same Day Deposit	EA	\$35.96
14.	Municipal Courts 1400 Lubbock -Houston, Texas 77002 -Monday – Friday Two trips per Day 8:00 – 9:00 a.m. -4:00 – 5:00 p.m.	EA	\$39.00
15.	Municipal Courts Pickup at 8300 Mykawa Houston, Texas 77048 and deliver to 1400 Lubbock Houston, Texas 77002 Monday – Friday -One trip per Day -Pick up between 8:00 a.m. & 11:00 a.m. and deliver to 1400 Lubbock Cash Room before 12:00 p.m.	EA	\$39.00
16.	Municipal Courts Westside Command 3203 South Dairy Ashford Houston, Texas 77082 deliver to -1400 Lubbock 77002 -Monday – Friday One trip per Day Pick up between 8:00 a.m. & 9:00 a.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$39.00

Year 4 – Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
17.	Municipal Courts 3915 Rustic Woods, Kingwood, Texas 77339 and deliver to 1400 Lubbock Wednesday -One trip per Day -Pick up between 6:00 p.m. – 7:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$39.00
18.	Municipal Courts Clear Lake Sub-Station 2855 Bay Area Blvd Houston, Texas 77058 and deliver to 1400 Lubbock Thursday One trip per Day Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$39.00
19.	Municipal Courts Acres Homes – Sub-Station 9455 West Montgomery Houston, Texas 77088 and deliver to 1400 Lubbock-Monday-Friday One trip per Day Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$39.00
20.	Public Works & Engineering Planning & Development 1002 Washington Ave. Houston, Texas 77002 Monday – Friday One trip per Day After 3:00 p.m. Same Day Deposit	EA	\$35.96
21.	Houston Police Department HPD Narcotics Division (713)308-3343 -1202 Washington (Property Room), Houston, TX 77002 –Contact Person: Lt. Paul Follis 3rd Wednesday of each month; once per day 8:00 a.m.-12:00 p.m. Same Day Deposit	EA	\$35.96
22.	Houston Police Department HPD Budget & Finance Division - 1200 Travis, 17th Floor, Houston, TX 77002; (173)308-1755 – Contact Person: Rosalie Brillion -Tuesday and Friday, each week; Once per day- 12:30 p.m. to 2:30 p.m. -Same Day Deposit	EA	\$35.96
23.	Parks & Recreation Brock Park Golf Course 8210 John Ralston Road Houston, Texas 77078 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$35.96
24.	Parks & Recreation Sharpstown Park Golf Course 6600 Harbor Town Drive Houston, Texas 77036 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$35.96
25.	Parks & Recreation Memorial Park Golf Course, Pro Shop 6001 E. Memorial Loop Dr. Houston, Texas 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$35.96
26.	Parks & Recreation Memorial Fitness Center 6402 Arnot, Houston, Tx. 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$35.96
27.	Parks & Recreation Memorial Tennis Center 6002 Memorial Loop Drive 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$35.96

Year 4 – Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
28.	Parks & Recreation Lee LeClear Tennis Center 9506 Gessner, Houston, Texas 77074 Monday & Friday 10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$35.96
29.	Parks & Recreation Headquarters Administration Building/Revenue Section 2999 South Wayside Dr. #G-6 Houston, Texas 77023 Tuesday & Friday 10:30 a.m. - 4:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$35.96
30.	Parks & Recreation Gus Wortham Park Golf Course 311 South Wayside Drive Houston, Texas 77011 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$35.96
31.	Houston Airport System George Bush Intercontinental (IAH) Call at IAH Terminal A, Mezzanine Level HAS Finance, Revenue Control Monday, Wed and Friday One trip per Day 11:00 a.m. - 12:30 p.m. Same Day Deposit	EA	\$35.96
32.	Houston Airport System (William P. Hobby) Call at William P. Hobby Revenue Control (baggage claim area) -Houston, Texas 77061 Friday One trip per Day 10:00 a.m. - 11:30 a.m. Same Day Deposit	EA	\$35.96
33.	Houston Airport System Administration Call at 16930 John F. Kennedy Blvd. Administration Annex Houston, Texas 77032 Monday – Friday One trip per Day 10:00 a.m. – 11:30 a.m. Same Day Deposit	EA	\$35.96
34.	ARA-Parking Management 2020 McKinney, Daily Pick-up - Monday - Friday	EA	\$35.96
35.	ARA Classified Payroll - Monday - Friday - 10:00 am - 611 Walker, 2nd Floor - Houston, TX 77002- The following groups drop off deposits to ARA: Public Works (PWE), COH Maser Deposit Mayor's Office, COH Master Deposit Technology and COH Finance Department	EA	\$35.96
36.	ARA-BARC -2700 Evella Street - Houston, TX 77026 - Tuesday, Wednesday, Thursday and Friday - One trip per day - 9:00 a.m. - 2:00 p.m. Deposits to be made before 9:00 p.m. the next day	EA	\$35.96
37.	Planning & Development - 611 Walker, 6th Floor - Houston, TX 77002 -Pick up every Tuesday - One trip per day - 10:00 a.m. - 2:00 p.m. - Same Day Deposit	EA	\$35.96

Year 5 – Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Health & Human Services Bureau of Vital Statistics -Monday – Friday – 2:30 p.m. – 4:30 p.m. Deposits to be made before 3:00 p.m. the next day (M-F) - One trip per Day - 8000 North Stadium Dr. - Houston, Texas 77054	EA	\$36.96
2.	Health & Human Services Lyons Health Center 5602 Lyons Avenue Houston, Texas 77020 Monday One trip per Day9:00 a.m. – 11:00 a.m. Next Day Deposit	EA	\$36.96
3.	Health & Human Services Acres Homes MSC 6719 W. Montgomery Houston, Texas 77091Friday-One trip per Day -9:00 a.m. – 11:00 a.m. -Next Day Deposit	EA	\$36.96
4.	Health & Human Services Northside Health Center 8504 Arkansas Houston, Texas 77093 Friday -One trip per Day9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$36.96
5.	Health & Human Services La Nueva Casa De Amigos Health Center 1809 N. Main, Houston, Texas 77004 Friday One trip per Day 9:00 a.m. – 11:00 a.m. Same Day Deposit	EA	\$36.96
6.	Health & Human Services Magnolia Health Center 7037 Capital, Houston, Tx. 77011Tuesday - One trip per Day 10:00 a.m. –2:00 p.m. -Same Day Deposit	EA	\$36.96
7.	Health & Human Services Sunnyside Health Center -9314 Cullen, Houston, Tx. 77051 Friday One trip per Day 2:00 p.m. –4:00 p.m. -Next Day Deposit	EA	\$36.96
8.	Health & Human Services Laboratory Services and Emergency Medical Services -1115 South Braeswood – 2nd floor Houston, Texas 77030 Friday -One trip per Day11:00 a.m. – 3:00 p.m. (Delivery of City of Houston Bank Deposit) Same Day Deposit	EA	\$36.96
9.	Health & Human Services Metropolitan MSC 1475 W. Gray Street Houston, Texas 77019 Friday -One trip per Day 11:00 a.m. – 3:00 p.m. Same Day Deposit	EA	\$36.96
10.	Health & Human Services Environmental Health Services -7411 Park Place Houston, Texas 77087 Friday -One trip per Day 9:00 a.m. –11:00 a.m. Same Day Deposit	EA	\$36.96
11.	Health & Human Services Sharpstown STD Health Ctr. -6201 Bonhomme, Ste. 3005 -Houston, TX 77036 -Friday One trip per Day -11:00 a.m. – 2:30 p.m. - Same Day Deposit	EA	\$36.96
12.	Health & Human Services Southwest Health Center 6400 High Star Houston, TX 77074 - Tuesday -One trip per day-11:00 a.m. – 2:30 p.m. -Same Day Deposit	EA	\$36.96
13.	Library 820 Marston Houston, Texas 77019 Monday – Friday One trip per Day -2:00 p.m. – 4:00 p.m. -Same Day Deposit	EA	\$36.96

Year 5 – Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
14.	Municipal Courts 1400 Lubbock -Houston, Texas 77002 -Monday – Friday Two trips per Day 8:00 – 9:00 a.m. -4:00 – 5:00 p.m.	EA	\$40.00
15.	Municipal Courts Pickup at 8300 Mykawa Houston, Texas 77048 and deliver to 1400 Lubbock Houston, Texas 77002 Monday – Friday -One trip per Day -Pick up between 8:00 a.m. & 11:00 a.m. and deliver to 1400 Lubbock Cash Room before 12:00 p.m.	EA	\$40.00
16.	Municipal Courts Westside Command 3203 South Dairy Ashford Houston, Texas 77082 deliver to -1400 Lubbock 77002 -Monday – Friday One trip per Day Pick up between 8:00 a.m. & 9:00 a.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$40.00
17.	Municipal Courts 3915 Rustic Woods, Kingwood, Texas 77339 and deliver to 1400 Lubbock Wednesday -One trip per Day -Pick up between 6:00 p.m. – 7:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$40.00
18.	Municipal Courts Clear Lake Sub-Station 2855 Bay Area Blvd Houston, Texas 77058 and deliver to 1400 Lubbock Thursday One trip per Day Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$40.00
19.	Municipal Courts Acres Homes – Sub-Station 9455 West Montgomery Houston, Texas 77088 and deliver to 1400 Lubbock-Monday-Friday One trip per Day Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.	EA	\$40.00
20.	Public Works & Engineering Planning & Development 1002 Washington Ave. Houston, Texas 77002 Monday – Friday One trip per Day After 3:00 p.m. Same Day Deposit	EA	36.96
21..	Houston Police Department HPD Narcotics Division (713)308-3343 -1202 Washington (Property Room), Houston, TX 77002 –Contact Person: Lt. Paul Follis 3rd Wednesday of each month; once per day 8:00 a.m.-12:00 p.m. Same Day Deposit	EA	\$36.96
22.	Houston Police Department HPD Budget & Finance Division - 1200 Travis, 17th Floor, Houston, TX 77002; (173)308-1755 – Contact Person: Rosalie Brillion -Tuesday and Friday, each week; Once per day- 12:30 p.m. to 2:30 p.m. -Same Day Deposit	EA	\$36.96
23.	Parks & Recreation Brock Park Golf Course 8210 John Ralston Road Houston, Texas 77078 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$36.96
24.	Parks & Recreation Sharpstown Park Golf Course 6600 Harbor Town Drive Houston, Texas 77036 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$36.96

Year 5 – Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
25.	Parks & Recreation Memorial Park Golf Course, Pro Shop 6001 E. Memorial Loop Dr. Houston, Texas 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$36.96
26.	Parks & Recreation Memorial Fitness Center 6402 Arnot, Houston, Tx. 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$36.96
27.	Parks & Recreation Memorial Tennis Center 6002 Memorial Loop Drive 77007 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$36.96
28.	Parks & Recreation Lee LeClear Tennis Center 9506 Gessner, Houston, Texas 77074 Monday & Friday 10:30 a.m. - 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$36.96
29.	Parks & Recreation Headquarters Administration Building/Revenue Section 2999 South Wayside Dr. #G-6 Houston, Texas 77023 Tuesday & Friday 10:30 a.m. - 4:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$36.96
30.	Parks & Recreation Gus Wortham Park Golf Course 311 South Wayside Drive Houston, Texas 77011 Monday & Friday 10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.	EA	\$36.96
31	Houston Airport System George Bush Intercontinental (IAH) Call at IAH Terminal A, Mezzanine Level HAS Finance, Revenue Control Monday, Wed and Friday One trip per Day 11:00 a.m. - 12:30 p.m. Same Day Deposit	EA	\$36.96
32.	Houston Airport System (William P. Hobby) Call at William P. Hobby Revenue Control (baggage claim area) -Houston, Texas 77061 Friday One trip per Day 10:00 a.m. - 11:30 a.m. Same Day Deposit	EA	\$36.96
33.	Houston Airport System Administration Call at 16930 John F. Kennedy Blvd. Administration Annex Houston, Texas 77032 Monday – Friday One trip per Day 10:00 a.m. – 11:30 a.m. Same Day Deposit	EA	\$36.96
34.	ARA-Parking Management 2020 McKinney, Daily Pick-up - Monday - Friday	EA	\$36.96
35.	ARA Classified Payroll - Monday - Friday - 10:00 am - 611 Walker, 2nd Floor - Houston, TX 77002- The following groups drop off deposits to ARA: Public Works (PWE), COH Maser Deposit Mayor's Office, COH Master Deposit Technology and COH Finance Department	EA	\$36.96

Year 5 – Armored Car Services

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
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36. ARA-BARC -2700 Evella Street - Houston, TX 77026 - Tuesday, Wednesday, Thursday and Friday - One trip per day - 9:00 a.m. - 2:00 p.m. Deposits to be made before 9:00 p.m. the next day EA \$36.96

37 Planning & Development - 611 Walker, 6th Floor - Houston, TX 77002 -Pick up every Tuesday EA \$36.96
- One trip per day - 10:00 a.m. - 2:00 p.m. - Same Day Deposit

EXHIBIT "I"
PAY OR PLAY PROGRAM

N/A



FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

[] Yes [] No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including compliance for covered subcontractors' employees and contract labor, under the contract with the City.

[] Yes [] No Contractor agrees to offer health benefits to each covered employee, including compliance by the covered subcontractors that meet or exceed the following criteria:
(1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

[] Yes [] No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

[] Yes [] No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

[] Yes [] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

[] Yes [] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Table with 3 columns: Following information is Mandatory, Prime Contractor, Sub-Contractor. Rows include Total No. Of Employees on City Job, No. Of Employees "Playing", No. Of Employees "Paying", No. Of Employees "Exempt".

I hereby certify that the above information is true and correct.

CONTRACTOR (Signature) _____

DATE _____

NAME AND TITLE (Print or type) _____

EXHIBIT J
IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT

Borrower: TRIPLE D SECURITY, INC.
PO BOX 2348
VICTORIA, TX 77902

Lender: FIRST NATIONAL BANK IN PORT LAVACA
Port Lavaca Office
1101 Highway 35 South
P.O. Drawer 7
Port Lavaca, TX 77979

Beneficiary: CITY OF HOUSTON
HOUSTON, TX

NO.: 050112

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-01-2013 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Sixty-five Thousand & 00/100 Dollars (\$165,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above for other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER FIRST NATIONAL BANK IN PORT LAVACA IRREVOCABLE LETTER OF CREDIT NO. 050112 DATED 05-01-2012," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are not permitted under this Letter of Credit.

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: May 1, 2012

Loan No: 2561995643

IRREVOCABLE LETTER OF CREDIT
(Continued)

Page 2

LENDER:

FIRST NATIONAL BANK IN PORT LAVACA

By: *Karen Country*
Authorized Signer

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