



# HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

**Job No.**  
**18/0164**

**PROPOSAL FOR: Property Acquisition Services for Harris County (For one (1) year beginning approximately August 1, 2018)**

**DUE DATE:** **Monday, June 18, 2018**

**Due no later than 2:00 P.M. local time in Houston, Texas. Proposals received later than the date and time above will not be considered.**

**OFFERORS NOTE:** Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".**

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

**Buyer:** Chris Kaminski at 713-274-4419 or email: [Ckaminski@pur.hctx.net](mailto:Ckaminski@pur.hctx.net)

Total Amount of Proposal: \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Do you carry Health Insurance on your employees? \_\_\_ Yes \_\_\_ No If yes, what % of employees: \_\_\_%

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_

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

CAK/rjb  
Revised 09/14

## TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item **is not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Special Requirements/Instructions** - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.
- X 5. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 6. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 7. **Attachments**
  - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
  - \_\_\_\_\_ b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
  - \_\_\_\_\_ c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
  - \_\_\_\_\_ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
  - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - \_\_\_\_\_ f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
  - X g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
  - X h. **Reference Sheet** - When references are required, you must use this form.
  - \_\_\_\_\_ i. **HIPAA Requirements**
  - X j. **Questionnaire**

## **GENERAL REQUIREMENTS FOR PROPOSALS**

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

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

### **ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in proposal that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

### **ACH VENDOR PAYMENT (Automated Clearinghouse)**

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at [www.hctx.net/auditor/](http://www.hctx.net/auditor/).

### **ADDENDA**

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

### **ASSIGNMENT**

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

### **AWARD**

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

### **BONDS**

If this RFP requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

### **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) prior to submitting your response. Failure to do so may result in disqualification of your response.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

## COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

Harris County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Harris County Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, 713-274-4400, [Dewight.dopslauf@pur.hctx.net](mailto:Dewight.dopslauf@pur.hctx.net)

Harris County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Harris County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor/Vendor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

## CONTRACT OBLIGATION

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

## CONTRACT RENEWALS

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

## CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

## DIGITAL FORMAT

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

## **DISQUALIFICATION OF OFFEROR**

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

## **E-MAIL ADDRESSES CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

## **EVALUATION**

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

## **FISCAL FUNDING**

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

## **GOVERNING FORMS**

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

## **GOVERNING LAW**

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

## **GRANT FUNDING**

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

## **HIPAA COMPLIANCE**

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

## **HOLD HARMLESS AGREEMENT**

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

## **INSPECTIONS & TESTING**

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

## **INVOICES AND PAYMENTS**

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

## **MAINTENANCE**

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

## **MATERIAL SAFETY DATA SHEETS**

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

## **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

## **NEW MILLENIUM COMPLIANCE**

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

## **POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose

any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

### **PROPOSAL FORM COMPLETION**

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

### **PROPOSAL RETURNS**

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

### **PURCHASE ORDER AND DELIVERY**

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

### **RECYCLED MATERIALS**

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

### **SCANNED OR RE-TYPED RESPONSE**

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

### **SEVERABILITY**

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

### **SILENCE OF SPECIFICATIONS**

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

highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

#### **SUPPLEMENTAL MATERIALS**

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

#### **TAXES**

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

#### **TERM CONTRACTS**

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

#### **TERMINATION**

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

#### **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS**

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

#### **TITLE TRANSFER**

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

#### **WAIVER OF SUBROGATION**

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

#### **WARRANTIES**

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



**VENDORS OWING TAXES OR OTHER DEBTS**

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at [www.hctax.net](http://www.hctax.net), set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 3/18

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

*The following requirements and instructions supersede General Requirements where applicable. The term "Harris County" is understood to include the Harris County Flood Control District (HCFCD).*

### **VENDOR INSTRUCTIONS**

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

- All proposals must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, **clearly marked "ORIGINAL"**, and four (4) copies, **clearly marked "COPY"**, must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the job number as located on the RFP cover sheet, and the RFP title on the front cover. One (1) CD-ROM or flash drive containing the complete response in Word/Excel format must be provided and placed in the ORIGINAL response; a self-adhesive packet may be used to secure the CD-ROM or flash drive.
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph of the General Requirements section.
- All documents must be labeled with the vendor's name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section.

Proposals must be submitted in the following order:

#### **RFP Cover Sheet**

#### **Table of Contents**

**Section I: Transmittal Letter, Residence Certification (Attachment a), Proof of Insurance (Attachment e), and signed Addenda (when applicable; see Addenda under General Requirements)** – The transmittal letter should include:

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

**Section II: Scope of Service/Narrative of Proposed Services**

- Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in the Specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor

## **SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

is not able to meet the specification, briefly explain why, noting any concerns or issues Harris County should be aware of.

- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Harris County.
- Optional/Value – Added Services – Please refer to page 22.

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

**Section III: Pricing Information** – See PRICING/DELIVERY INFORMATION page for instructions.

**Section IV: Organizational Information/Qualifications**

- Vendor’s history, background and principal officers
- Company organization chart
- Description of project team organization; names and resumes of team members
- Audited Financial Statements or Attachment g.
- Licenses/accreditations
- References (Attachment h.)
- Copy of a completed Certificate of Interested Parties Form 1295

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

**Section VI: Questionnaire** (Attachment j.) – Vendor must complete and return all answers to the questionnaire in the order in which they are listed. Failure to do so may result in disqualification.

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

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

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

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the “Public Information Act”. To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED

**SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

“CONFIDENTIAL”. For those portions identified as confidential by the vendor, Harris County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

**EVALUATION PROCESS**

All proposals will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Harris County reserves the right to accept such a proposal if it is determined to be in the best interest of Harris County.

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

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

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

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

**EVALUATION CRITERIA**

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

- Scope of Services (Section II) ..... 35%
- Qualifications and Experience (Sections I, II, IV, attachment j.) ..... 25%
- Pricing (Section III) ..... 20%

**SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

- References (attachment h.)..... 10%
- Overall Quality of Proposal ..... 10%

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

**AWARD**

Harris County anticipates awarding to a single vendor. However, Harris County reserves the right to award to more than one (1) vendor if in the best interest of Harris County.

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

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) prior to submitting your response. Failure to do so may result in disqualification of your response.

A copy of the form must be returned with response.

**LEGAL DOCUMENTS**

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

**INVOICES**

Vendor shall submit an invoice upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by Harris County. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed to Harris County unless such costs are explicitly included in the agreement.

**REFERENCES**

Vendor must provide a minimum of three (3) references using Attachment h or letters of reference from companies for whom vendor has provided similar services in the past twelve months as demonstration of vendor's prior experience. Letters must include the following information:

- Organization/client name/address
- Name of contact person
- Telephone number for contact
- Vendor services provided to this client
- Professional relationship with the organization/client
- Description of vendor's ability to fill recruitment requests
- Description of quality of personnel provided by vendor
- Whether the organization/client would recommend vendor

## **SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

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

### **BACKGROUND CHECK**

In accordance with Harris County employment policies for new hires, including temporaries, the following requirements must be met at vendor's expense:

1. Background check including, but not limited to, verification of previous employment;
2. Verification of licensure and/or certification;
3. Criminal activity background check;
4. Pre-employment drug screen with confirmatory testing in the event of a positive screen; and

The awarded vendor must retain the above information and provide for review by Harris County upon request.

### **SUBCONTRACTOR**

Should the awarded vendor use any subcontractor(s) to perform the physical services required under this contract and the total amount proposed exceeds \$25,000, the vendor shall be required to obtain a payment bond for the total amount of the vendor proposal and for the entire initial term of the contract. For the purposes of this RFP, a subcontractor shall include anyone performing any Work or Services under the resulting contract not directly employed by vendor. Subcontractor includes but is not limited to, personnel provided by staffing agencies or other means, personnel in direct contractual relationship with vendor, or those being paid as 1099 personnel. Where appropriate, it shall also mean trade vendors.

By law, any subcontractor used on any Harris County contract/job must be paid by the awarded vendor. Any cost associated with the payment bond must be included in the costs associated with this contract. A new payment bond will be required each year the contract is renewed. Harris County will provide the appropriate bond documents to the awarded vendor to complete and submit prior to commencing any work.

### **PURCHASE ORDERS**

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

### **USAGE REPORTS**

Harris County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Harris County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

### **TOLL/PARKING FEES**

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

## SPECIFICATIONS

### **Property Acquisition Services for Harris County**

#### SCOPE

Harris County is seeking proposals from qualified vendor(s) to provide property acquisition consulting services for Harris County for one (1) year beginning approximately August 1, 2018 or until all services ordered prior to the expiration date have been satisfactorily delivered and accepted or performed satisfactorily for the using department(s).

#### PRE-PROPOSAL CONFERENCE

There will be a **PRE-PROPOSAL CONFERENCE** on **June 7, 2018, 10:00 a.m. CST** in the conference room of the Office of the Purchasing Agent, 1001 Preston, Suite No. 670 Houston, TX 77002. **Attendance is not mandatory but all vendors should attend to discuss the requirements of this RFP and answer any questions.** Persons with disabilities requiring special accommodations should contact the Purchasing Office at (713) 274-4400 at least two (2) days prior to the pre-bid conference.

It is the responsibility of each vendor to examine the entire RFP package, seek clarification in writing, and review their response for accuracy before submitting. Questions relating to this RFP must be submitted in writing and directed to Chris Kaminski, Office of the Purchasing Agent, via email to [ckaminski@pur.hctx.net](mailto:ckaminski@pur.hctx.net). The deadline for submission of questions relating to this RFP is **June 11, 2018, no later than 12:00 p.m. CST.** All questions submitted in writing prior to the deadline will be compiled and answered in writing via an Addendum to the specifications. Any Addendum related to the RFP will be posted on the Purchasing website. The County will not be bound by any information conveyed verbally.

#### RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

#### GRANT FUNDS

Grant funds may be utilized to reimburse Harris County for services specified in this RFP.

For conflict of interest requirements for procurement under awards, all applicants, sub-applicants, and non-Federal entities must follow the requirements under the procurement regulations at 2 CFR Sections 200.317 through 200.326. When procuring property and services under a Federal award, a State recipient or subrecipient must follow the same policies and procedures it uses for procurements from its non-Federal funds and the requirements outlined in 2 CFR Section 200.317. All other recipients and subrecipients (not a State) must follow 2 CFR Sections 200.318 through 200.326. For more information on the procurement process, see Hazard Mitigation Assistance (HMA) Job Aid (*HMA Procurement Standards*).

Therefore, vendor is responsible for complying with any and all federal rules and regulations as shown but not limited to the following requirements as provided by the Federal Emergency Management Agency (FEMA):

**DEBARMENT:**

The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency.

**SMALL, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS:**

Contractor will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

**CONTRACT WORK HOURS AND SAFETY STANDARDS:**

Construction must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**ENERGY POLICY AND CONSERVATION ACT:**

Contract agrees to comply with Energy Policy and Conservation Act (42 U.S.C. § 6201).

**ANTI-LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



## **BACKGROUND**

The City of Houston was originally founded by the Allen Brothers at the confluence of Buffalo Bayou and White Oak Bayou. This new city was located in the flat coastal plain near the Gulf of Mexico that is susceptible to extreme tropical rainfall events. The combination of flat topography and intense rain, along with the poorly draining clay soils, resulted in natural flooding that affected the entire region. Flooding became a nuisance for the growing city. In 1929 and again in 1935 downtown Houston was devastated by large floods. These floods led to the creation of the Harris County Flood Control District by the State of Texas in 1937.

Today Harris County has a population of over 4.6 million, making it the most populous county in the State of Texas and the third most populous county in the United States. Many of these citizens live in homes that were constructed dangerously close to the creeks and bayous and are within the natural flood plain of these waterways. The propensity for flooding has been addressed through the construction of an elaborate drainage infrastructure and through aggressive flood control projects. However, the nature of the flooding problem is so great in some areas that the only reasonable flood protection measure is to respect the natural flood plain and relocate these residents to higher ground. This is the basis for home buyouts, and the HCFCD's Home Buyout Program. In shallower floodplains, structural projects, such as channel improvements and stormwater detention basins may be more beneficial and cost effective. Structural projects often require right of way to construct the project.

In the aftermath of Hurricane Harvey, over 3,800 homeowners have already volunteered for the HCFCD's Home Buyout Program, over 960 of which are located in HCFCD buyout areas of interest. Additionally, many structural projects are planned that may require right of way. Additionally, Harris County's increased population growth has resulted in the need for more infrastructure that may require right of way for projects including but not limited to public roadways, highways, or drainage improvements.

## **QUALIFICATIONS**

The following are the minimum acceptable experience vendors interested in providing services should have:

- Familiarity with FEMA, Housing and Urban Development (HUD), and U.S. Army Corps of Engineers (USACE) hazard mitigation grant programs.
- Familiarity with federal mitigation grant rules, regulations and procedures as they pertain to buyout projects for the:
  1. Hazard Mitigation Grant Program (HMGP)
  2. Flood Mitigation Assistance (FMA)
  3. Community Development Block Grant (CDBG)
- Real estate sales, rights, title, appraisal, relocation, condemnation support and closing experience.
- Knowledgeable in determining duplication of benefits as part of the purchase process.
- Comprehensive understanding of the Uniform Relocation Assistance Act (URA) and Harris County's Relocation Assistance regulations.
- Familiarity completing Increased Cost of Compliance (ICC) claims for reimbursable activities (demolition).
- Previous right of way acquisition for public roadways, highways, parks or drainage improvements utilizing eminent domain for public necessity.

## **SPECIFICATION**

Harris County requires the expertise of a vendor to advise and assist with evaluating, planning, management, and execution of various property acquisition programs. These programs are funded by Harris County and may be reimbursed by various State and Federal agencies.

It is anticipated that approximately 600 parcels may be purchased annually; Harris County reserves the right to purchase more or less properties.

The preferred general services required by a vendor awarded a contract under this RFP may include, but are not limited to, the following requirements:

### Services

1. Landowner notification
  - a. Landowner contact letter, including:
    - i. Bill of Rights to all property owners, if applicable
    - ii. Project details and identification of the selected appraiser , if applicable
    - iii. Metes and bounds and parcel sketches
  - b. Landowner contact information if available
2. Title
  - a. Open title and obtain commitment when requested
    - i. Send metes and bounds to Title Company. County may elect to use a Title Company of its choosing.
    - ii. Receive and review title commitment
    - iii. Make copies of commitments and all documents and create file system
    - iv. Review ownership, Schedule B and Schedule C items
  - b. If County does not authorize use of Title Company
    - i. Contract with outside Abstractor for Limited Title Sheet
  - c. Forward title or limited title sheet to appraiser once received
3. Appraisal (obtain simultaneously with item 2. Title)
  - a. Appraisal assignment letter to appraiser assigned by Harris County or assigned by the consultant - including:
    - i. Metes and bounds and parcel sketches
    - ii. Project description
    - iii. Harris County Appraisal District (HCAD) account information
    - iv. Any environmental studies that were completed
  - b. Order pre-flood or current market value appraisal from appraiser (non-citizens ineligible for pre-flood market value), request appraiser to send invoices to Harris County, if applicable, for payment and copy Harris County on assignment letter, if applicable, so Purchase Order (PO) can get generated.
  - c. Submit request to Harris County for additional consultants (i.e., sanitarian, survey requests, etc.), copy Harris County on any assignment letters and request applicable invoices sent to Harris County for payment.
  - d. Review appraisal if Harris County agrees (Independent Review Appraisal Form)
    - i. Preliminary review of appraisal and enter information into project database.
  - e. Harris County approval of appraisal
4. Negotiation
  - a. Written offer (mail certified as required under Senate Bill 18)
    - i. Review the appraisal, determine applicable Duplication of Benefits (DOB) deductions if pre-flood value, prepare offer letter and present offer along with appraisal, metes and

bounds, parcel sketches, §Right to Repurchase and Landowners Bill of Rights, if applicable

- b. Negotiation, contacts and reports
  - i. Meet with property owners within several days to discuss concerns, review information supplied by owners and review the maps and schematics if necessary
  - ii. Prepare negotiator logs and maintain files on acquisition process and progress, document all pertinent information
  - iii. Work on title curative for items on Schedule B and C (or limited title sheet) that are not acceptable to Harris County
- c. Request extension letter
  - i. Extension letter received within thirty (30) day allotted time for an extension request
  - ii. Submit request to Harris County asking for the extension to have more time for owner to gather information to present counter offer. If extension is granted, inform owner in writing they have thirty (30) days to present all information in reference to their counter
- d. Receive counter offer
  - i. Review contents of counter for correct information, prepare forms for counter offer outlining Harris County's offer and property owner's request
- e. Submit counter to Harris County for consideration
  - i. Send packet to Harris County requesting review of the counter information
  - ii. Harris County will review the information provided and approve, deny or counter the counteroffer
- f. Receive and send out counter acceptance or denial letter
  - i. Once the counter has been approved or denied by Harris County, prepare the appropriate letter, along with final offer letter and deliver or mail to owner
- g. Final offer
  - i. Mail final offer letter to landowner including conveyance document(s) and property code 21.101 after at least thirty (30) days from receipt of certified offer letter.
  - ii. During fourteen (14) day period for final offer to expire, start gathering information needed to proceed to condemnation. Include copy of conveyance document(s) and property code 21.101 per SB18
- h. Upon settlement perform the following, if applicable
  - i. Perform title curative measures (for example, lender approval/consent/release, taxes paid when applicable, heirship affidavits filed if necessary). Submit a Request for Payment to Harris County for any lender processing fees associated with obtaining releases or consents.
  - ii. Order Request for Payment(s) to pay all landowners, lienholders, leasehold estates or other improvement owners
  - iii. Once check is received, contact landowner to schedule pickup/delivery of check and complete pre-closing inspection report
  - iv. Collect Assignment of Coverage D form for buyouts deemed substantially damaged with an active flood insurance policy for demolition reimbursements.

## 5. Relocation

- a. Perform initial interview at the subject property with owner/tenant to research needs for each residence or business affected by acquisition.
  - i. Determine lawful presence in the USA.

- ii. Complete relocation questionnaire. For tenants, obtain back-up documentation needed to calculate rental benefits
- b. Explain County's Relocation Benefits Package and coordinate move
  - i. Meet with business owner/tenant and discuss the benefits they are able to receive
  - ii. Research and compute housing supplement
- c. 90-Day Notice to Displacee
  - i. Prepare 90-day notice and send to tenants or owners affected by the acquisition along with the relocation booklet
- d. Issue 30-Day Notice
  - i. Once property is acquired, it is the relocation agent's responsibility to notify the tenant or owner on the parcel
  - ii. The agent will prepare and send a 30-day notice to vacate the displacement property
  - iii. Once the 30-day notice has been issued to the tenant/owners will start finalizing their plans for moving and the agent will be responsible for monitoring each individual move
- e. Moving and monitoring the move
  - i. Obtain moving estimates on moving the personalty of each business
  - ii. Work with the residential displacees on moving their personal property, and inspect residential replacement sites as well as attend residential closings if needed.
  - iii. Obtain a copy of HUD-1
  - iv. Monitor each move under the circumstances which the business chooses to move, whether it is actual cost move or negotiated self-move
  - v. Receive and verify all reestablishment expenses for each of the businesses. Submit the expenses for reimbursement
- f. Submit applicable vacate form to Harris County's Attorney's office
  - i. Verify vacancy and send the property form to County on each of the tenants and the owner when they have individually vacated the parcel
- g. Process moving reimbursement
  - i. Process the paperwork necessary to reimburse the owner/tenant for any moving, residential supplements and reestablishment benefits they are entitled.
  - ii. Once checks are received from the County, a separate agent not affiliated with this parcel's purchase will deliver the check to the displacee and get a receipt signed for delivery of the check.
- h. Deliver the check receipt to Harris County's Attorney's Office.
  - i. Submit completed relocation package to the County.

## 6. File Closeout

- a. Deliver the project file with all documents pertinent to the acquisition as required by Harris County. Please see closed file requirements list below.
  - i. HCAD Printouts
  - ii. Court order authorizing purchase with all exhibits
  - iii. Appraisal assignment letter
  - iv. Title report (all requirements met)
  - v. Offer letter and proof of offer received
  - vi. Metes and bounds/Survey Map
  - vii. Final offer\*

- viii. Increase Court Letter\*
- ix. Copy of extension letter request and attachments\*
  - x. Request for Payment (with approval initials)
  - xi. Copy of all appraisals
  - xii. Contact log with copies of e-mails and letters
- xiii. Copy of check and receipt
- xiv. Recorded Instrument
- xv. E-mail to Auditing, Geographic Information System (GIS) and HCAD
- xvi. Database updated accordingly
- xvii. Agent information form\*
- xviii. Complete ICC reimbursement requests.

\*when applicable

7. Condemnation

- a. Title update for eminent domain
  - i. Request updated title for eminent domain proceedings

8. Prepare and submit suit packet (eminent domain package) to Harris County

- i. Review updated title
- ii. Obtain all documents affecting title
- iii. Research Secretary of State for Registered Agent for Service, if needed.
- iv. Review easements on Schedule B to determine if they are compatible for project purposes or if they need to be joined in the lawsuit
- v. Package to be submitted to Harris County includes all parties' addresses and phone numbers to be served and pertinent documentation, including maps, negotiator reports, metes and bounds, appraisals, letters to landowner(s) and other documents affecting fee title.
- vi. Include agent contact information for Harris County Attorney's Office (HCAO) use in case testimony is requested and for consultation

9. Update appraisal

- a. Request updated appraisal for eminent domain proceedings once the special commissioners hearing is confirmed
- b. Attend Special Commissioner Hearing (if needed for testimony)
  - i. Prepare with attorney if needed
  - ii. Testify at hearing if needed

Any additional appraisals that are required after initial report

- a. Order pre-flood or current market value appraisal from County's designated appraiser
  - i. Standard residential appraisal (Fannie Mae Form 1004MC) – \$750
  - ii. Appraisal report without extensive research (standard before and after report) – \$2,800
  - iii. Appraisal report requiring extensive research (before and after report requiring two or more approaches to value) – \$4,500

- iv. Update on an existing standard residential report (Fannie Mae Form 1004MC) that is within a year old – \$750
- v. Update on an existing report (standard before and after report) that is within a year old – \$1,500

10. Funding for condemnation cases

- a. Put package together along with the copy of the award and send the package to County to review and submit for funding.
- b. Submit signed documents and required information to County for submission for check request for the parcel
- c. Verify no objections have been filed on the Eminent Domain (ED) parcel
- d. Complete pre-closing inspection report
- e. Receive funds and coordinate date of deposit with HCAO
  - i. Coordinate deposit date with HCAO
  - ii. Deliver funds to the Harris County Clerk's Office to deposit into the Court Registry; obtain receipt
- f. Process Judgment
  - i. Obtain and record certified copy of Judgment in the Real Property Records

**PRICING/DELIVERY INFORMATION**

**PRICING**

Vendor must complete the open lines below. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County may award by total, by group, or by item, as best serves the county. **Pricing must be all-inclusive. Harris County will not accept any other rates or charges.**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Quantities</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
	<b>Services</b>				
1	Landowner notification	EA	600 properties	\$	\$
2	Title	EA	600 properties	\$	\$
3	Appraisal	EA	600 properties	\$	\$
4	Negotiation	EA	600 properties	\$	\$
5	Relocation	EA	400 properties	\$	\$
6	File Closeout	EA	600 properties	\$	\$
7	Condemnation	EA	200 properties	\$	\$
8	Eminent Domain Package	EA	200 properties	\$	\$
9	Update appraisal	EA	200 properties	\$	\$
10	Funding for condemnation cases	EA	200 properties	\$	\$
			<b><u>GRAND TOTAL</u></b>		\$

**OPTIONAL/VALUE-ADDED SERVICES**

Vendor may propose optional or value-added products/services related to the scope of goods and/or services described in the specifications and/or listed on the Pricing/Delivery Information sheet(s) of this RFP by identifying other items and/or brands not identified by Harris County in this RFP. At a minimum, discuss product/service capabilities and reasons why it would be valuable for this project. Include information on these items in Section II or your response and include pricing in Section III.

**RENEWAL OPTIONS**

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.





**MINIMUM INSURANCE REQUIREMENTS**

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

**FINANCIAL STATEMENT**

Condition of vendor at close of business month, \_\_\_\_\_, 2018

**ASSETS**

1.	Cash on hand	\$ _____	
	In Bank	\$ _____	
	Elsewhere	\$ _____	\$ _____
2.	Accounts receivable from completed contracts (exclusive of claims not approved for payment)		_____
3.	Accounts receivable from other sources than above		_____
4.	Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.)		_____
5.	Deposits for bids or other guarantees		_____
6.	Notes receivable	Past due \$ _____	
		Due 90 days \$ _____	
		Due Later \$ _____	
7.	Interest earned		_____
8.	Real Estate		
	Business Property, Present value	\$ _____	
	Other property	\$ _____	_____
9.	Stocks and Bonds	\$ _____	
	Listed on exchange	\$ _____	
	Unlisted	\$ _____	_____
10.	Equipment, machinery, fixtures	\$ _____	
	Less Depreciation	\$ _____	_____
11.	Other Assets		_____
	<b>TOTAL ASSETS</b>		\$ _____

**LIABILITIES AND NET WORTH**

1.	Notes Payable To banks regular	\$_____	
	(For certified check)	_____	
	Equip. Obligations	_____	
	Others	_____	\$_____
2.	Accounts Payable Current	\$_____	
	Past Due	_____	_____
3.	Real Estate Mortgages		_____
4.	Other Liabilities		_____
5.	Reserves		_____
6.	Capital Stock Paid up Common		_____
	Preferred	_____	_____
7.	Surplus		_____
		<b>TOTAL LIABILITIES</b>	\$_____

**REFERENCES**

Reference #1

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #2

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #3

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCES (CONTINUED)**

Reference #4

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

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Reference #5

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

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Reference #6

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

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**QUESTIONNAIRE**

This questionnaire requests information about the vendor that will be used in the evaluation process and included in Section VI. All vendors must complete this questionnaire and answer the questions in the order listed. Answers should be as thorough and definitive as possible and include all pertinent data. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers. All documents should be submitted in 8-1/2" x 11" page size.

1. Name of company/organization: \_\_\_\_\_
2. Address of company/organization: \_\_\_\_\_
3. Home office address (if other than above): \_\_\_\_\_
4. Telephone No: \_\_\_\_\_ Fax No. \_\_\_\_\_
5. Years in business under above name: \_\_\_\_\_
6. Years in business in Texas \_\_\_\_\_
7. Primary individual to contact: \_\_\_\_\_
8. Primary individual's phone number: \_\_\_\_\_
9. Name of any parent companies: \_\_\_\_\_
10. Name of any affiliated companies: \_\_\_\_\_
11. How many years has your organization been providing acquisition and relocations?
  - A. Government Entities: \_\_\_\_\_
  - B. Private Entities: \_\_\_\_\_
12. Describe your firm's experience working with government entities. Include a description of services your firm provides to support the use of Eminent Domain when needed to acquire real estate interests.
13. Does your firm plan on utilizing any subcontractors to fulfill any part of the services required under this RFP?
14. Describe firm ownership structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.). State or commonwealth of formation (i.e., where incorporated) and year of formation or organization. In case of a joint venture, provide the same information for each partner in the joint venture.

15. If a joint venture, list each firm, rationale for joint venture, and previous similar experience as a joint venture.
16. Describe the services your firm provides.
17. What does your firm consider to be its overall strength?
18. What expertise or special qualifications does your firm have to meet the requirements of this RFP?
19. Briefly describe any acquisition and relocation service(s) that your company has provided for various clients similar to those identified in this RFP within the last three (3) years.

If you include service(s) managed by company employees or subcontractors while employed by other entities, clearly indicate the name of the entity that was responsible for the services.

Include the following information for each description:

Client Information: Name of owner, type of entity (i.e. hospital, K-12 schools, university, office building, etc.), and location (city, state).

20. Describe any professional liability limits.
21. Affirm that all persons working on the Harris Health System transactions are licensed by the State of Texas and that all agents will continue to hold appropriate Texas licenses throughout the term and any renewals of the contract.
22. Provide current workload and projects.
23. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration, and, if an arbitration, the name and telephone number of at least one (1) arbiter. If there are no claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, please include a statement that the Real Estate Broker/Firm or individual has no claims, mediation, litigation, arbitration or other form of dispute resolution.

This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts, and any penalties imposed by reason of any contract undertaken and determined to be in noncompliance with pertinent statutes within the past five (5) years, and all such items shall be explained in detail, including without limitation, identification of the project by name and the name, address and telephone number of the owner of each such project. If there is no failure or failures to complete a contract, please include a statement that the Real Estate Broker/Firm or individual has never

failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.

Attachment j.  
Questionnaire  
Page 3 of 3

24. Include a statement as to whether or not the Real Estate Broker/Firm (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has  
  
within the two (2) years prior to the date of application been convicted or entered a guilty plea (or plea of nolo contendere) in any court for a violation of any state or federal statute concerning competitive bidding or competitive proposals or the restraint of trade.
25. Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative name and number. For joint ventures responding to this RFP, provide the above information as it pertains to the joint venture and for each partner or entity creating said joint venture.
26. Based on the annual estimated quantities of each service that may be requested in this RFP provide the total expected time your firm will need to complete each service.