



HARRIS COUNTY BID COVER SHEET

Job No.
18/0174

BID FOR: Demolition Services and Related Items for Harris County and the Harris County Flood Control District (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. Bids 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 bid 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 BID".**

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

Buyer: Sue Ellen Arredondo at 713-274-4401 or email: sue.arredondo@pur.hctx.net

Total Amount of Bid: \$ _____

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: ___%

How did you hear of this job? Newspaper Other

Signature: _____ Print Name _____

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by: _____

Date: _____

HARRIS COUNTY JUDGE ED EMMETT

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. **Specifications** - This section contains a detailed description of the goods/services sought by the County.

- X 5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.

- X 6. **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.

 - ___ 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. **Equipment Listing**

 - X k. **Bid Pricing Sheet(s)**

GENERAL REQUIREMENTS FOR BIDS

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 bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid 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 bid 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/.

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 bid 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 bids. 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.

BID FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid 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.

BID RETURNS

Offerors must return all completed bids 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 bids will not be accepted.

BONDS

If this bid requires submission of bid guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid 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 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 Vendor 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, vendor 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 Services (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 Vendor further agrees to include this certification in all contracts between itself and any subvendors in connection with the services performed under this Contract. Vendor also certifies that vendor will notify Harris County in writing immediately if vendor is not in compliance with Executive Order 12549 during the term of this contract. Vendor agrees to refund Harris County for any payments made to the vendor while ineligible.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

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 vendor'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

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. Vendors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any vendor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Tex. Gov't Code Ann. § 2270.002, Vendor/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 bid.

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 bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid 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 bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids 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 bid 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 bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

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 bid solicitation 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

Vendor, 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 vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

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

INVOICES AND PAYMENTS

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

MAINTENANCE

Maintenance required for equipment bid 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 bid 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 vendor is prohibited from submitting a bid for services on a Harris County project of which the consultant or vendor 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 vendor submits a prohibited bid, that bid 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.

Vendor 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 vendor exceeds \$100,000.00, vendor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the vendor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

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 bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid 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 bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

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 bid 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 bid. 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, 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

SPECIFICATIONS

Demolition Services and Related Items for Harris County and the Harris County Flood Control District

SCOPE

Harris County is soliciting bids for a term contract for demolition services and related items for Harris County and the Harris County Flood Control (HCFCD) including but not limited to asbestos abatement, water well plugging and capping, and site clearing of various structures for approximately one year beginning August 1, 2018.

PRE-BID CONFERENCE

A pre-bid conference is scheduled for **Wednesday, June 6, 2018 at 10:00 a.m. CST** in the Office of the Purchasing Agent located in the Harris County Administration Building, 1001 Preston, Suite 670, Houston, Texas 77002. Though attendance is not mandatory, all vendors are urged to attend. Persons with disabilities requiring special accommodations should contact the Purchasing Department at (713) 274-4400 at least two (2) days prior to the conference.

It is the responsibility of each vendor to examine the entire bid package, seek clarification in writing, and review their bid for accuracy before submitting. Questions relating to this bid must be submitted in writing and directed to Sue Ellen Arredondo, Office of the Purchasing Agent, via email to sue.arredondo@pur.hctx.net. The deadline for submission of questions relating to this bid is **Tuesday, June 12, 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. A copy of all questions and answers will be forwarded via fax and/or email to all firms. 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

Funding from the Community Development Block Grant (CDBG) may be utilized for certain projects for as needed services specified in this bid. 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 understand that the County has not set aside any County funds for the payment of obligations under a grant contract. All proposed products must comply with grant funding requirements. It is the vendors' responsibility to know and understand the grant rules and regulations (as posted on the grant website at <http://www.houstontx.gov/housing/compliance.html#sec3>). If grant funding for specified projects should become unavailable at any time for the continuation of services paid for the grant, and further funding cannot be obtained for the contract, then the sole recourse of the vendor shall be to terminate any further services under the contract and the contract shall be null and void.

Portions of this project will be federally funded by the U.S. Housing and Urban Development (HUD) Department through the Texas General Land Office (GLO), and administered by the Harris County Community Services Department (HCCSD). Vendors shall comply with regulations governing the CDBG Disaster Recovery Program. Applicable requirements include but are not limited to compliance with the Davis-Bacon and Related Acts Fair Labor Standards, Equal Employment Opportunity,

Affirmative Action, Section 3 of the HUD Act of 1968, and contracting with small, minority, and disadvantage firms.

Also in accordance with grant funded projects related to HUD ACT OF 1968, SECTION 3, vendor shall provide a detailed description of its plan to implement HUD Act of 1968 Section 3 (“Section 3”) requirements, including plans for community engagement, advertising job vacancies, recruitment, hiring, and training Section 3 eligible staff. The vendor will be required to submit its Section 3 plan for review and approval by the within fifteen (15) days of the contract start date.

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 prior to submitting your response. Failure to do so may result in disqualification of your response.

SUBMITTALS

Failure to return the required items may result in a “non-responsive” bid. Vendors should submit with their bid the following items:

- a. Complete and return Tax Form/Debt/Residence Certificate form as required in attachment a., Tax Form/Debt/Residence Certificate,
- b. Proof of Insurance as detailed in attachment e., Minimum Insurance Requirements, and attachment f., Workers Compensation Insurance Coverage Rule 110.110,
- c. List of references as required in attachment h., References,
- d. Complete and return, as required in attachment j., Equipment Listing, which will be used in part to determine that the vendor has the equipment/qualifications to fulfill the requirements of the specifications,
- e. Complete and return as required attachment k., Bid Pricing Sheet(s),
- f. Complete and return a copy of the Certificate of Interested Parties (Form 1295) as specified above,
- g. Provide documentation of years of experience with services required under this bid (please refer to the Vendor Qualifications section on page 11 of 20).

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 bid. 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.

VENDOR QUALIFICATIONS

The vendor must have ten (10) years of documented experience in demolition services under the business name for the company bidding.

ALTERATION OF DOCUMENT

No alterations may be made to this document. Any alterations made may result in the bid being rejected. The terms and conditions contained within this document supersede all conflicting terms within any cooperative contracts associated with this purchase.

SPECIAL REQUIREMENTS

Vendor may offer for sale additional items related to the scope of goods and/or services described above and/or listed on the Bid Pricing Sheet(s) of this bid by referencing other items and/or brands as "Related Items" on the Bid Pricing Sheet(s). Though the related items offered may be considered during the award recommendation, and/or may be made a part of a subsequent contract, if any, with Harris County, the affect of the related items cannot be extended and totaled in determining the lowest bidder since an estimated usage is unknown. **Purchases by Harris County of related items should not exceed 20% of the total annual purchases under the contract.**

The rates quoted on the Bid Pricing Sheet(s) must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for material, equipment, delivery and any other cost incurred. No separate line item rates or charges will be accepted.

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. In addition, the County may award to more than one (1) vendor as "Primary" and "Secondary" vendor. The "Secondary" vendor will be utilized due to time constraints, availability, etc.

This bid or Commissioners Court approved award 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 anytime.

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 departments will contact vendor directly to place orders. Vendor must obtain the names of appropriate personnel and accept orders only from those persons having authority to place an order.

TOLL/PARKING FEES

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

TRAFFIC CONTROL

All work shall be performed to the most recent standards and specifications included and stated herein, but not limited to, throughout the contract duration and any updates throughout the life of the contract. The vendor may be required to perform work that produces end results in accordance with the Harris County Office of the County Engineer specifications, Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition. Traffic control shall not be paid separately, but shall be incidental to other bid items in this contract.

The vendor must perform any traffic control required during the term of this contract in conformance with the Office of the County Engineer specifications, TxDOT's Barricade and Construction Standards, and the TMUTCD. Unique work situations may require the preparation of individual Traffic Control Plans (TCP's). Unless otherwise approved by Harris County, individual TCP's shall be submitted to Harris County for approval a minimum of seventy-two (72) hours prior to use. Locations that could pose a hazard to the traveling public shall be signed and delineated using appropriate markings, such as barrels, chevrons, object markers, etc. Unless otherwise approved by Harris County, a person who is certified by the American Traffic Safety Services Association (ATSSA) shall supervise the installation and removal of traffic control devices.

SPECIFICATION

Vendor shall provide services for demolition services and related items including but not limited to, as needed and required, asbestos abatement, water well plugging and capping, and site clearing of various structures as described herein. The vendor shall provide adequate protection of and shall avoid interference with persons, adjacent property, facilities and utilities. Vendor shall furnish all safety devices such as barricades, warning lights and any other device necessary for the protection of the public and property, and shall remove all safety devices upon completion of this contract. The vendor shall immediately drain swimming pools, which will remain empty at all times, whether or not demolition work is in progress. All work performed under this contract is subject to final acceptance by an authorized representative of the county prior to payment.

I. Demolition

The vendor shall tear down, break up, dig out, haul away, remove, scrap and/or salvage, and dispose of all building and construction materials and appurtenances associated with the demolition tasks outlined on the Bid Pricing Sheet(s) as included in the bid, which includes approximately 400 frame or brick veneer structures. Work must begin; weather permitting, within thirty (30) days of notification of requirement. Dump tickets documenting debris removed must be provided, if requested. In addition, equipment used must be commensurate to location demolished, that is, large enough to be effective, and small enough to be efficient.

All above ground piers shall be cut to twenty-four inches (24") below ground level. Underground pipes shall be severed approximately one foot (1') below grade level. Piers that are over water, such as fishing/boating piers with decking, pilings in water and roofing areas must be completely removed so as not to present a water hazard to swimmers and/or water craft. All materials, equipment and fixtures salvaged under these specifications shall become the property and responsibility of the vendor.

All railroad or pedestrian bridge pilings must be removed to be flush with existing concrete channel lining or twenty-four inches (24") below ground level if the bridge is over an earthen or grass lined channel. Removal of abandoned timber railroad bridges and abandoned timber pedestrian bridges shall include the complete structure, pilings and abutments based on the square footage of the bridge deck.

The vendor shall pay for and implement all necessary water and electrical utility disconnects. Septic Systems tanks will be pumped out then the tank and field lines removed. For removed or disconnected utilities, Harris County may request and receive a written description, sketch and/or photos showing the location and limits of removed or disconnected utilities. For payment purposes, the vendor shall measure each structure and related items to be demolished, and these figures shall be approved by Harris County in writing prior to the commencement of work. All measurements shall be in the units of measure as stated on the Bid Pricing Sheet(s) of this bid. The County reserves the right to inspect the job site(s) at any time.

Upon completion of work, the site is to be graded to a presentable appearance. Include cost for site grading in the associated removal item.

II. Asbestos Abatement

Vendor shall be responsible for an environmental survey for each site to be demolished. Such environmental survey must contain results of sampling of suspected asbestos containing materials (ACBM). Testing and analysis shall follow techniques endorsed by the Environmental Protection Agency (EPA) and the National Institute of Standards and Technology (NIST). The laboratory shall be accredited under the National Voluntary Laboratory Accreditation Program.

Vendor shall utilize the point count method, when drywall/ceiling samples show a low percentage of asbestos. Vendor shall be responsible for the removal of asbestos from structures and providing all necessary decontamination for each site. This shall include, but is not limited to EPA notifications, employee certifications, state licenses, respirator fit-test records, workers releases, air monitoring results and waste disposal notification. The vendor shall provide all labor, material, equipment, fees and permit costs necessary to successfully perform this service.

Asbestos removed from structures shall be disposed of at a location approved by Federal, State, and Local government authorities with the EPA, the Air Quality Review Board and the Texas Department of Health. All documentation forms, as required by Federal, State and/or Local authorities shall be submitted in a timely manner to the applicable Harris County department.

Vendor shall collect samples and file a written report with the applicable Harris County department on all suspected materials including, but not limited, to roof surfacing materials, exterior siding, resilient floor covering, pipe insulation, air condition, interior finishing materials, plaster, and ceiling tile. The written report must clearly state whether the asbestos content of the surveyed structure exceeds the maximum allowable limits as defined by the Texas Asbestos Health Protection Act and Rules TAC 25, Chapter 295 and/or the National Emissions Standards for Hazardous Air Pollutants EPA. Since the cost of asbestos surveys can vary with the number of floors in a building, the Bid Pricing Sheet(s) will ask for pricing by the floor to allow for multi-story buildings.

III. Water Well Plugging and Capping

All water wells must be plugged and capped in accordance with Section 1901.255 of the Texas Department of Licensing and Regulations for Water Well Drillers, Title 12, Practices and Trades Related to Water, Health, and Safety, Chapter 1901, and Administrative Rules of the Texas Department of Licensing and Regulation, and the Texas Occupations Code, Chapter 55, and Section 76.72 of the Responsibilities of the Licensee and Land Owner – Well Drilling Completion, Capping and Plugging. (Effective January 3, 1999, 23TexReg 13059; section repealed effective November 8, 2001, 26TexReg 8814; new section effective November 8, 2001, 26 TexReg8814; amended effective December 1, 2003, 28 TexReg 10468; amended effective March 1, 2013, 38 TexReg 1142; amended effective September 15, 2014, 39 TexReg 7090; amended effective April 1, 2018, 43 TexReg 1635) of the Texas Department of Licensing and Regulation (Department), Title16, Texas Administrative Code, Chapter 76, Water Well Drillers and Water well Pump Installers. Vendor to provide a copy of all required well reports and other correspondence documenting well plugging and capping.

IV. Site Clearing and Additional Items

Upon completion of work, the site is to be graded, holes filled-in and made to a presentable appearance without disturbing trees. Fill dirt is to be added if necessary. There shall not be any voids in the grading and compacting of the site. The finished grade must be that expected in a post-construction residential subdivision and consistent with the quality grading of the surrounding homes. The site shall have a smooth appearance. Two (2) rows of sod for silt protection shall be placed where driveways and walkways are removed. Burning of debris on the job site is not permitted. No trees are to be removed during the demolition process without the written consent of the Harris County.

- **Clearing and Grubbing**

Upon written request of Harris County, vendor shall remove trees, vegetation, brush, stumps, and roots from the project site location.

- **Curbs and Sidewalks**

Upon written request of Harris County, vendor shall install concrete sidewalks and/or concrete curbs using quality materials and workmanship and in accordance with the City of Houston's latest requirements. Vendor shall clean up the work site after installation.

- **Storm Water Grating**

Upon written request of Harris County, vendor shall provide and install storm water grating and steel frames using quality materials and workmanship and in accordance with the City of Houston's latest requirements. Vendor shall clean up the work site after installation.

- **Reinforced Silt Fence**

Upon written request of Harris County, vendor shall provide, maintain and remove reinforced silt fencing. Reinforced silt fence shall consist of geotextile fabric conforming to American Association of State Highway and Transportation Officials (AASHTO) M 288 standards, steel fence supports with a minimum length of four (4) feet, and metal mesh reinforcement constructed of two (2) inch by four (4) inch welded wire mesh. Vendor shall remove the silt fence at the completion of the work and install sod as direct by Harris County.

- **Stabilized Construction Access**

Upon written request of Harris County, vendor shall provide, maintain and remove a stabilized construction access twenty (20) feet by fifty (50) feet. Vendor to provide a stabilized construction access with an underlying geotextile fabric with puncture strength of \geq seventy-five (75) pounds and overlay with three (3) inch to five (5) inch granular fill. Vendor to maintain the stabilized construction access for the duration of the project and to remove at the completion of the work.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide a unit price for the items specified within attachment k., Bid Pricing Sheet(s). Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, the **unit pricing governs**. Harris County reserves the right to award by item, by group, by category, by total or as best serves the County's interest.

Complete and return all pages of the Bid Pricing Sheet(s) with the bid, and insert each sheet under this section. **Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.**

(Bid Pricing Sheet(s) are available by downloading from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>. If vendors are unable to download the Pricing Sheet(s) from BuySpeed Online, vendors may contact the Harris County Purchasing Office for a printed version)

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 the 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.

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

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

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. Property: List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

<u>Harris County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

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

II. Harris County Debt - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

Revised 11/09

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Vendor 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 Vendor 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 and the Harris County Flood Control District 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 and the Harris County Flood Control District shall be named Additional Insured on primary/non-contributory basis.*

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

- D. **Umbrella/Excess Liability** (*Harris County and the Harris County Flood Control District 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. Vendor 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 subvendor, and shall be sufficient to cover their portion of the contract. Vendor 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, vendor 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 vendor liability.

Revised 8/2017

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: _____

Reference #4

Organization Name: _____
Contact Name/Telephone No.: _____
E-mail Address: _____
Address: _____
Services provided: _____

REFERENCES (CONTINUED)

Reference #5

Organization Name: _____
Contact Name/Telephone No.: _____
E-mail Address: _____
Address: _____
Services provided: _____

Reference #6

Organization Name: _____
Contact Name/Telephone No.: _____
E-mail Address: _____
Address: _____
Services provided: _____

Revised 12/17

