



HARRIS COUNTY
REQUEST FOR PROPOSALS
COVER SHEET

Job No.
19/0358

REQUEST FOR PROPOSALS: Smart Phones, Wireless Service and Related Items for the Harris County Community Services Department (For one (1) year beginning on or about January 1, 2020)

PROPOSALS DUE DATE: Monday, November 25, 2019. Due no later than 2:00 P.M. CST.
NO EXCEPTIONS.

QUESTIONS DUE DATE: Wednesday, November 13, 2019 by 12:00 P.M. CST

OFFERORS' NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Offerors must submit hardcopy Proposals by hand-delivering or mailing Proposals to the address listed below.

RESPONSE MUST SHOW THE RFP NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".

RETURN PROPOSALS TO: Proposals must be hand-delivered or mailed to:
HARRIS COUNTY PURCHASING AGENT
1001 PRESTON, SUITE 670
HOUSTON, TEXAS 77002
Buyer: Jorge Geronimo, 713-274-4411, jorge.geronimo@pur.hctx.net

COMPANY NAME	
TOTAL PROPOSAL AMOUNT	\$

This page must be completed and included with your submission

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I. INTRODUCTION

Harris County administers Federal grant funds received from various sources, including but not limited to the Texas General Land Office (GLO), the Federal Emergency Management Agency (FEMA), and the U.S. Department of Housing and Urban Development (HUD). All purchases made with grant monies shall comply with the terms and conditions of the grant, as well as the applicable Federal, State, and County procedures regarding these purchases.

All Federal grant awards are subject to the Uniform Administrative Requirements and Cost Principles, codified at 2 CFR 200. This includes the standards for procurements under Federal grants, which applies to contracts for services, goods, construction, or repair. Harris County shall follow applicable local and State requirements except to the extent that these are inconsistent with Federal statutes, regulations, or grant conditions. In other words, Harris County shall follow the rule that allows compliance with all the rules that apply to it: Federal, State, and local. If compliance with all applicable levels is not possible and no rule is more restrictive than another, Harris County shall follow the Federal rule.

Contracts anticipated to be awarded pursuant to this Request for Proposals (“RFP”) shall be funded, in whole or in part, with Federal grant monies. Harris County is authorized to use the competitive proposal method of procurement for this contract opportunity in accordance with 2 CFR 200.320(d).

Harris County is an Affirmative Action/Equal Opportunity Employer. The County reserves the right to negotiate with any and all individuals or firms that submit a Proposal. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Historically Underutilized Businesses, Section 3 Business Concerns, and labor surplus area firms are encouraged to submit Proposals.

A. PROJECT DESCRIPTION & SERVICES

The following is a project description of the services required by the County and solicited pursuant to this RFP. As used herein, the term “Contractor” shall mean and refer to the Offeror selected pursuant to this RFP process that enters into a contract with Harris County.

Harris County is seeking proposals from qualified vendor(s) to provide smart phones, wireless service and related items for the Harris County Community Services Department, as described herein.

B. PROJECT SCHEDULE

The term shall begin on or about January 1, 2020 and end December 31, 2020 or until all services ordered prior to the expiration date have been satisfactorily delivered and accepted or performed satisfactorily for the using department.

C. ANTICIPATED CONTRACT TERM

The anticipated Contract Term under this RFP is **January 1, 2020 through December 31, 2020**. 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.

II. TIMETABLE

A. PRE-PROPOSAL CONFERENCE (DOES NOT APPLY)

1. Attendance at the Pre-Proposal Conference is not mandatory; however, Offerors are strongly encouraged to attend to discuss the requirements of the RFP and identify any common questions.

Persons with disabilities requiring special/reasonable accommodations should contact the Purchasing Office at (713) 274-4400 at least two (2) days prior to the Pre-Proposal Conference.

A Pre-Proposal Conference will **NOT** be held for this project.

2. Regardless of whether or not Offerors attend the Pre-Proposal Conference, Offerors are responsible for fully acquainting themselves with the instructions, mandatory requirements, and standard terms and conditions set out in this RFP, as well as the conditions of the Project site(s), if applicable, and for informing themselves with respect to subcontracting availability, means of transportation, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Services. It is the responsibility of each Offeror to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to provide the Services.

B. QUESTIONS

It is the responsibility of each Offeror to examine the entire Request for Proposals package, seek clarification in writing, and review Proposal for accuracy before submitting. It is the responsibility of each Offeror before submitting a Proposal, to:

1. Examine the Request for Proposals Documents thoroughly; and
2. Take into account Harris County, federal, state, and local laws, regulations, ordinances, and requirements that may affect costs, progress, performance, furnishing of the Work, or award.

During the period between issuance of this RFP and the Proposals due date, no oral interpretation of the RFP's requirements will be provided to any prospective Offeror. Requests for interpretation (and other questions) must be made in writing by the questions deadline via email to **jorge.geronimo@pur.hctx.net**. The deadline for submission of questions relating to this RFP is **Wednesday, November 13, 2019, no later than 12:00 PM CST**.

All questions submitted in writing prior to the deadline will be compiled and answered in writing via an Addendum. A copy of all questions and answers via Addendum will be published online and/or forwarded in an email to all firms. The County will not be bound by any information conveyed verbally.

The submission of a Proposal shall constitute an incontrovertible representation by Offeror that Offeror has complied with the RFP requirements and that without exception, the Proposal is premised upon Offeror's ability to meet the mandatory requirements detailed in the Request for Proposals Documents and that the provided documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.

C. ADDENDA

Prior to the Proposal deadline, Harris County may wish to amend, add to, or delete from the contents of this Request for Proposals. Harris County may also issue clarifications resulting from questions submitted. In such situations, Harris County shall issue an Addendum to the RFP setting forth the nature of the modification. Once an Addendum is issued, it will be uploaded to BuySpeed, and all Offerors who have downloaded the RFP will be notified via email that an Addendum is ready to be downloaded.

D. EXTENSIONS

The County reserves the right to extend the Proposals due date and time prescribed above. However, unless the County issues a written Addendum to this RFP that extends the Proposals due date and time for all Offerors, the Proposals due date and time prescribed above shall remain in effect.

E. PROPOSAL DEADLINE

Proposals must be mailed and received or hand-delivered, on or before **2:00 PM on Monday, November 25, 2019**, to the authorized agency contact person at the location listed below.

Authorized Agency Contact Person: **Jorge Geronimo, Senior Buyer**

Ph: 713-274-4411

Harris County Purchasing

1001 Preston, Suite 670

Houston, TX 77002

jorge.geronimo@pur.hctx.net

F. SCHEDULE SUMMARY

The following is the estimated timetable and is provided to assist responding firms in planning:

RFP Release Date	Friday, November 1, 2019
Submission of Questions Deadline	Wednesday, November 13, 2019
Proposals Submission Deadline	Monday, November 25, 2019
Evaluations & Presentations* (if applicable)	To Be Determined

Harris County may elect not to ask for Presentations from Offerors

This timetable may be modified based on number of Proposals received and extent of evaluation, presentation, and negotiation timeframes.

III. PROPOSAL INSTRUCTIONS

A. OFFEROR ACKNOWLEDGEMENTS

1. By submitting a Proposal in response to this RFP, Offeror accepts the solicitation process as it has been outlined in this RFP.
2. All proposals are required to remain in effect for at least 120 days from the date of submission. This effective period should be taken into account when preparing the proposal.
3. Harris County will not be liable and shall not compensate any Offeror for any costs incurred by Offeror in preparing a response to this Request for Proposals (RFP). Offerors 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. By submitting a Proposal, Offeror acknowledges and accepts that reference checks and/or background investigation may be conducted as a part of the due-diligence process.
4. Offerors must sign Attachment A, *Proposal & Addenda Acknowledgement*, and include with their proposal submission. Offerors are responsible for consulting the requirements and standards referenced in this RFP. Failure of Offeror to examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

5. In cases where Addenda are issued under this solicitation, Offeror must ensure all Addenda are reflected within the *Proposal & Addenda Acknowledgement* document, and Offeror must sign and submit the actual Addenda documents with their proposal. All Addenda shall become a part of the requirements for this RFP. In signing and submitting the *Proposal & Addenda Acknowledgment* with its proposal, Offeror acknowledges that it has examined all documents, attachments, forms, standards, addenda, and all instructions. The County may deem a proposal non-responsive for failure of Offeror to acknowledge any and all Addenda.
6. Award will be made to the responsible firm whose proposal is the most advantageous to the County, with price and other factors considered.
7. By submitting a Proposal, Offerors accept and acknowledge that determination of the best evaluated firm may require subjective judgments by the County.
8. **READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. OFFEROR IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS.**

B. PROPOSAL SUBMISSION

1. **Offerors must submit hardcopy Proposals by hand-delivering or mailing** to the address listed below. Hard copy Proposals must be hand-delivered or mailed to:

HARRIS COUNTY PURCHASING AGENT

1001 PRESTON, SUITE 670

HOUSTON, TEXAS 77002

Buyer: **Jorge Geronimo, 713-274-4411, jorge.geronimo@pur.hctx.net**

2. Proposals must be sealed and must show the RFP Number, Description and be marked “SEALED PROPOSAL”.
3. Proposal packages must include:
 - ONE (1) original Proposal package, **clearly marked “ORIGINAL”**
 - ONE (1) CD-ROM or flash drive containing the complete response in digital 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
 - Six (6) copies of the Proposal package, **clearly marked “COPY”**
 - Each copy must be **marked “SEALED PROPOSAL”** and submitted in separate three-ring, loose-leaf binders with the following clearly marked on the front binder cover:
 - Identification of Offeror;
 - The job or solicitation number as located on the RFP cover sheet; and
 - The RFP title.
 - All documents must be labeled with Offeror’s name and the RFP number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the RFP number will be at risk for rejection.
 - Proposal must indicate for which contract opportunities Offeror is submitting.

- Proposal must be typed, single spaced, and formatted to print on 8 ½” by 11” paper.
- Each section of Offeror’s response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Offerors should prepare and submit a Table of Contents for the Proposal being submitted. The Table of Contents must list all sections and the contents of each section.

C. LATE PROPOSALS; PROPOSAL RETURNS

Proposals are due to the Harris County Purchasing Department by the date and time specified on the cover sheet and as listed under Section II - Timetable. Harris County will not accept late Proposals. Late Proposals will be rejected. If a solicitation is cancelled, submitted Proposals will not be returned.

D. SCANNED OR RE-TYPED RESPONSE

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

E. REQUIRED PROPOSAL DOCUMENTS & INFORMATION

Offeror’s Proposal package must include the components checked below, **in the order in which they are listed**. If the item is “X” checked, the item **must** be included in Offeror’s Proposal in order for the Proposal to be considered complete. Offerors are asked to review the documentation to ensure all applicable parts are included. If any portion of this RFP or its attachments are missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the Request for Proposals before submitting an offer.

<input checked="" type="checkbox"/>	1.	Cover Page – Offeror must complete and submit the <i>Cover Page</i> for this RFP, providing their Company Name and Total Proposal Amount.
<input checked="" type="checkbox"/>	2.	Proposal & Addenda Acknowledgement – Offeror must sign and submit the <i>Proposal & Addenda Acknowledgement</i> form, included as Attachment A.
<input checked="" type="checkbox"/>	3.	Pricing – Offeror must provide pricing in the manner requested by Harris County in the RFP.
<input checked="" type="checkbox"/>	4.	Experience & Qualifications – Offeror must provide their qualifications and experience as requested by the RFP.
<input checked="" type="checkbox"/>	5.	Capacity & Resources – Offeror must demonstrate sufficient capacity and financial resources as requested by the RFP.
<input checked="" type="checkbox"/>	6.	Organization & Project Methodology – Offeror must provide information about their organization and project methodology as requested by the RFP.
<input checked="" type="checkbox"/>	7.	Certification Regarding Lobbying – Offeror must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment C.

<input checked="" type="checkbox"/>	8.	Certificate of Interested Parties (Form 1295) – Pursuant to Texas Government Code § 2252.908, Offerors must complete and submit Form 1295, <i>Certificate of Interested Parties</i> , prior to the proposal deadline using the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm . Offerors must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, and then print a copy of the form filed with the Commission and submit the signed copy with their Proposal.
<input checked="" type="checkbox"/>	9.	Statement of Offeror Qualifications – Offeror must complete and submit the <i>Statement of Offeror Qualifications</i> form, included as Attachment D.
<input checked="" type="checkbox"/>	10.	Offeror and Subcontractor Licensing / Certifications – Offeror must submit any applicable licensing and/or certifications required for the completion of the scope of services under this RFP.
<input type="checkbox"/>	11.	Form SF-330 – Architect-Engineer Qualifications (if applicable) – Offeror must complete and submit <i>Form SF-330 – Architect-Engineer Qualifications</i> for any work requiring Architects or Engineers, which can be downloaded at https://www.gsa.gov/forms-library/architect-engineer-qualifications . If applicable, Offerors must submit a completed <i>Form SF-330 – Architect-Engineer Qualifications</i> for each of the subcontractors proposed to be used in the completion of the Contract.
<input checked="" type="checkbox"/>	12.	Subcontractor Listing Form – Offeror must complete and submit the <i>Subcontractor Listing Form</i> , included as Attachment E.
<input checked="" type="checkbox"/>	13.	References – Offeror must complete and submit the <i>References</i> form, included as Attachment F.
<input checked="" type="checkbox"/>	14.	Certification of Compliance with Federal Standards & Requirements – Offeror must sign and submit the <i>Certification of Compliance with Federal Standards & Requirements</i> form, included as Attachment K.
<input checked="" type="checkbox"/>	15.	Section 3 Utilization Plan & Statement of Compliance – Offeror must complete and submit the <i>Section 3 Utilization Plan & Statement of Compliance</i> (Attachment P), for any for any HUD-funded projects expected to exceed \$100,000.
<input checked="" type="checkbox"/>	16.	Section 3 Business Concern Self-Certification Form – Offerors intending to self-perform as Section 3 Businesses, or for any subcontractors of Offerors who qualify as Section 3 Businesses and wish to self-certify as Section 3, the Harris County Section 3 Business Concern Self-Certification Form must be included and submitted with the Proposal.
<input checked="" type="checkbox"/>	17.	Certification or documentation that Offeror, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction
<input checked="" type="checkbox"/>	18.	Conflict of Interest Questionnaire – Offerors who enter or seek to enter into a contract with Harris County must disclose Offeror’s or its employees’ affiliation, business relationship,

		employment, family relationship, or provision of gifts that might cause a conflict of interest with Harris County. By law, <i>the Conflict of Interest Questionnaire</i> (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of Harris County not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.
<input checked="" type="checkbox"/>	19.	Statement of Conflicts – A statement of conflicts the Offeror or key employees may have regarding these services.
<input checked="" type="checkbox"/>	20.	System for Award Management results – Offeror must include verification that your company as well as the company’s principal is not debarred through the System for Award Management (www.SAM.gov). Offeror must enclose a print out of the search results that includes the record date.
<input checked="" type="checkbox"/>	21.	Sample Insurance Certificate – Offeror must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment L (does not supersede the “Hold Harmless” provision).
<input checked="" type="checkbox"/>	22.	<p>GLO Compliance Package – This project is funded in whole or in part by the Texas General Land Office (GLO). As such, Offeror must also complete and submit the following documents with their Proposal:</p> <ul style="list-style-type: none"> • <i>GLO Compliance Package (Attachment V)</i> <ul style="list-style-type: none"> ○ GLO Contractor Proposal Certification ○ GLO Certification of Offeror Regarding Civil Rights Laws and Regulations ○ GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

IV. FORMAT AND CONTENT OF THE PROPOSAL

A. PROPOSAL REQUIREMENTS

Harris County shall evaluate each Offeror in terms of its:

- a. Professional qualifications necessary for satisfactory performance of required services;
- b. Specialized experience and technical competence in the type of work required, including, where appropriate, experience in energy conservation, pollution prevention, waste reduction, and the use of recovered materials;
- c. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.

Contractor providing the services must:

1. Be led by a principal or partner of an established professional firm or organization;
2. Have a minimum of five (5) years of experience providing similar types of service;
3. Have demonstrated ability to work successfully with government including:
 - a. No previous record of default on a government contract;

- b. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
- c. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
- d. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.

B. CONTENT OF THE PROPOSAL

The Proposal shall address the areas listed below in the order given. The responses provided will be the basis for evaluation of the Offeror. The Proposal must include firm experience and qualifications, capacity and resources, organization and project methodology, as well as any other information that the Offeror feels appropriate to include in its Proposal.

Mere reiterations or paraphrasing of provisions/requirements as detailed in the RFP are strongly discouraged, as they do not provide insight into Offeror's ability to meet the requirements and qualifications as detailed in this RFP.

1. FIRM EXPERIENCE & QUALIFICATIONS

Offeror must describe the overall qualifications of its firm to complete the scope of services as described. Offeror must describe the specific relevant successful experience of the firm and, if applicable, that of each subcontractor. Include a thorough description of other relevant projects, which demonstrate the firm's past performance and ability to carry out the Scope of Services similar to the one described in this RFP. Offerors should provide a minimum of three (3) recent examples of similar projects completed on time and on budget. Offerors should demonstrate specialized experience or technical expertise in connection with the Scope of Services to be provided and in consideration of the complexity of the project.

Offeror must complete the *References* form, included as Attachment F, and provide the organization's name, contact information, and the services provided to that organization. Offeror must also complete the *Statement of Offeror Qualifications* form, included as Attachment D. Responses should be as thorough and definitive as possible. Indicate if there are certain conditions or circumstances that may change Offeror's response. If design work is involved, Offeror must provide evidence that the Architectural/Engineering firm (whether that be the Offeror or its subcontractor) is currently registered in the State of the project's location and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored).

Offeror must provide its demonstrated experience completing projects of similar size and scope. Offeror should demonstrate its knowledge, experience, and ability to comply with local building codes, Texas and Harris County requirements, and all federal codes, policies and regulations applicable to this project. Offeror must demonstrate past performance in terms of cost control, quality of work, and compliance with performance schedules.

Project Team: Identify Offeror's proposed project team (including subcontractors), throughout the term of the contract, to perform the required services. Resumes of the proposed key personnel, detailing managerial and technical qualifications, shall be included. Resumes shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Project team and subcontractor information should include years of experience relevant to the scope of services, anticipated role on the project, and their credentials, licenses and accreditations.

Particular attention and appropriate evaluation credit will be given to the track record of the proposed key personnel in successfully completing projects of comparable scope and complexity to that described in this RFP.

For any work which may involve or require Architects or Engineers, Offerors must submit *Form SF-330 – Architect-Engineer Qualifications* (found at <https://www.gsa.gov/forms-library/architect-engineer-qualifications>). If applicable, Offeror must submit a completed *Form SF-330 – Architect-Engineer Qualifications* for each of the subcontractors proposed to be used in the completion of the Contract (Harris County must approve the actual subcontractors prior to their use).

2. FIRM CAPACITY & RESOURCES

Offeror must demonstrate its firm's capability in terms of quality of requested skills and projects, capabilities and current workload including other disaster-related projects and administration of public and federally compliant contracts.

Indicate if Offeror can meet the requirements, or if the requirements can be met only under certain conditions or circumstances. If Offeror is not able to meet the requirements, briefly explain why, noting any concerns or issues Harris County should be aware of.

Offeror must demonstrate ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives. Offeror must demonstrate its overall staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workloads of the firm. Offeror must provide a summary/matrix of the staff identified/designated to support Harris County, and must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Services.

Offeror must establish that it has sufficient financial strength, resources, and capability to accomplish and finance the work in a satisfactory manner. To demonstrate sufficient fiscal capacity, after Proposals are opened but prior to award, Offeror may be required to submit, upon request, the following:

- List Offeror's total annual billings for each of the past five (5) calendar years.
- Financial references.
- Financial statements that include a balance sheet, audited annual statement, and income statement.

Failure to submit additional requested documentation, within the requested time period, may deem your firm non-responsive.

3. FIRM ORGANIZATION & PROJECT METHODOLOGY

Offeror should provide a detailed project execution plan, or methodology, that discusses principles, practices, and procedures to be used by Offeror in implementing associated work for this project. The information should include, but not be limited to, a discussion of services, project mobilization, use of subcontractors (if applicable), a project organization chart, project manager identification, quality assurance program, safety record, and reporting capabilities.

- Project mobilization means the time required to have a team in place once the Purchase Order has been issued, and identification of which skills would be performed by Offeror and by any required subcontractors;
- Information regarding the method that is used to qualify a subcontractor as satisfactory.

- A project organization chart detailing the team to be assigned to Harris County. The organizational chart shall show the chain of command, and the role and responsibility of each member. (The successful Offeror shall keep Harris County up to date with a revised organization chart each time there is a significant change).
- Description of the firm’s philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposals (RFP).
- Reporting capabilities of the firm, including monthly management reports, comprehensive invoicing, notification, and electronic capabilities. Include any standard reporting forms provided to the customer, and additional programs or services available to customers.

4. PRICING

Prices for all goods and/or services shall be firm for the duration of the Contract and shall be provided as requested or in the *Pricing Form*, if applicable, included as Attachment B. No price or rate changes, additions, or subsequent qualifications will be honored during the course of the contract. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the successful Offeror and included in the proposal 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.

V. EVALUATION & AWARD PROCEDURES

A. NONCONFORMING PROPOSALS

Proposals that are incomplete, contain material irregularities or include alterations to terms and conditions that do not conform to the terms and conditions of the RFP, or otherwise do not comply with the requirements of the RFP may be deemed as non-responsive. In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, Harris County reserves the right to waive any informality or irregularity, to make awards to more than one Offeror, and/or to reject any or all Proposals if there is a sound documented reason.

B. EVALUATION PROCESS

All Proposals will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing staff (hereafter “Evaluation Committee”) and graded according to the selection criteria set out below. Harris County will select the responsible Offeror that, in the opinion of Harris County, has been determined to have submitted the best evaluated offer resulting from negotiations and taking into consideration all aspects of evaluation criteria and has been determined to be the most advantageous to the County.

In conducting evaluations, Harris County shall consider the weighted value for each selection criteria (see “Evaluation Criteria” below for details regarding weighting of each aspect of the criteria), and the Evaluation Committee’s rankings. Offeror that offers the lowest cost may or may not be Offeror that submits the best evaluated proposal, depending on the evaluation criteria.

Proposals that do not conform to the instructions or which do not address all the requested services as specified may be considered non-responsive. 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 and concise reply, Offeror must fully understand the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against Offeror. The proposal response may be incorporated into any contract which results from this RFP, and Offerors are cautioned not to make claims or statements they are not prepared to commit to contractually. Failure of Offeror to meet such claims will result in a requirement that Offeror provide resources necessary to meet submitted claims.

Harris County may conduct negotiations with Offeror representatives authorized to negotiate on Offeror's behalf with the County in connection with this solicitation. If Offeror is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that Offeror and initiate negotiations with another Offeror.

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, in accordance with the evaluation criteria. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals.

C. BASIS OF AWARD

Pursuant to 2 CFR 200.320(d)(4), Harris County shall award the Contract to the responsible Offeror whose Proposal is the most advantageous to the County, and whose Proposal is determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of evaluation criteria, with price and other factors considered.

Contract award shall be subject to the timely completion of contract negotiations between the County and the selected Offeror(s). In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, Harris County reserves the right to waive any formality or irregularity, to make awards to more than one Offeror, and/or to reject any or all proposals.

No award can be made until approved by the 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 a contract.

D. EVALUATION CRITERIA

Evaluation shall be based on all factors in accordance with the evaluation criteria. Submission of a Proposal serves as Offeror's acceptance of the evaluation criteria and Offeror's recognition that subjective judgments must be made by the Evaluation Committee:

1. Firm Experience & Qualifications[35]%

Firm provides qualifications, competence, and experience of staff to be assigned to project. Firm demonstrates:

- a. Understanding of scope of the Project.**
- b. Ability to meet the qualifications and compliance requirements listed herein.**
- c. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the scope of services similar to the one described in this RFP.**

- d. **Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.**
 - e. **A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.**
- 2. Firm Capacity & Resources[25]%**
- Firm demonstrates:**
- a. **Capability to provide services in a timely manner.**
 - b. **Sufficient staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the firm.**
 - c. **Ability to perform requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.**
 - d. **Sufficient financial capacity and acceptable business practices.**
- 3. Organization & Project Methodology[20]%**
- Firm sufficiently describes:**
- a. **How the services will be provided and how they will be supported.**
 - b. **Firm’s organization, project manager identification and reporting capabilities as applicable.**
 - c. **The approach that the firm will take to achieve the required collaboration, scheduling, and coordination required for this project.**
 - d. **Firm’s philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposals (RFP).**
- 4. Pricing[20]%**

E. DISCUSSIONS & NEGOTIATIONS

Following evaluation of Offerors as described above, Harris County may commence negotiations of contracts with the best evaluated Offeror or Offeror found to be most advantageous to the County with price and other factors considered. All proposals are subject to negotiations by the Purchasing Department and other appropriate departments, with recommendation to the appropriate governing body. Pricing is not the only criteria for making a recommendation.

Proposals may be subjected to the negotiating process. Upon completion of the negotiations, it is intended that 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.

If a mutually satisfactory contract cannot be negotiated with the highest ranked Offeror at fair and reasonable rates, Harris County shall formally terminate negotiations. Harris County may then initiate negotiations with and obtain prices from the next firm on the final selection list. This procedure shall be continued until mutually satisfactory contracts have been negotiated at fair and reasonable rates.

F. 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 Offeror. Department heads are NOT authorized to sign agreements for Harris County. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of a contract. Binding agreements shall remain in effect until all products and/or services covered by this procurement have been satisfactorily delivered and accepted.

VI. GENERAL PROVISIONS

A. AUTHORIZATION TO DO BUSINESS IN TEXAS

Offeror must obtain Texas Sales & Use Tax permit from the Texas State Comptroller Office if they are engaged in business in Texas and they are selling tangible personal property, leasing personal property, or selling a taxable service in Texas.

Offeror is required to have and maintain any licenses, certifications, and registrations required by the State of Texas, Harris County, or recognized professional organization governing the services performed under this contract (such as licensing requirements i.e. Licensed Electrician). The Texas Department of Licensing and Regulation is the primary state agency responsible for the oversight of businesses, industries, general trades, and occupations that are regulated by the state.

For businesses to legally operate in Harris County, Offeror must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts in good standing, delinquent taxes, court judgments, tickets, tolls, fees, or fines.

A Sole Proprietorship, General Partnership, and all business entities (SP, LLC, INC, etc.) doing business under a name other than the name of the owner requires a DBA (Doing Business As) Certificate, which must be filed within the county of which they are doing business. If an Offeror's business isn't located in Harris County, Offeror must submit the licenses, certifications, and other documentation required by the locality in which its, or its subcontractors', business is based.

B. PERFORMANCE & PAYMENT BONDS (DOES NOT APPLY)

2 CFR 200.325 mandates the minimum federal bonding requirements. However, Texas Government Code is more stringent, and provides for the requirements set forth below. Since the Texas Government Code requirements are more stringent than 2 CFR 200.325, compliance with the following requirements shall satisfy the federal bonding requirements.

1. **Performance Bonds:** Successful Offeror may be required to furnish a performance bond within ten (10) days after award of the Contract and receipt of performance and/or payment bond application form.
 - a. If a contract is for a public works project and is expected to exceed \$100,000, Offeror may be required to furnish a performance bond to Harris County for the full amount of the contract (TGC 2253.021(1)) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for public works contracts over \$100,000 is found under Attachment H, and is the only form Harris County will accept.
 - b. If a contract is not a public works project and is expected to exceed \$50,000, Offeror may be required to furnish a performance bond to Harris County for the full amount of the contract

(LGC 262.032) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for non-public works contracts over \$50,000 is found under Attachment I, and is the only form Harris County will accept.

- c. The Performance Bond, if required, must be submitted within ten (10) days after award and prior to commencement of the actual work. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The performance bond is:
 - i. Solely for the protection of Harris County;
 - ii. In the full amount of the contract; and
 - iii. Conditioned on the faithful performance of the work in accordance with the plans, requirements, and contract documents.

2. **Payment Bonds:** A payment bond is required on all public works jobs that exceed \$25,000 (TGC 2253.021), or as required by Harris County. Harris County may require Payment Bonds for other contracts depending on the scope and use of subcontractors. Harris County may require Offeror to furnish a payment bond within ten (10) days after award of the contract and receipt of payment bond application form. The prescribed *Payment Bond* form for public works contracts over \$25,000 is found under Attachment J and is the only form Harris County will accept.

If the successful Offeror submits a bank cashier's check as guaranty, Harris County may elect to hold the check until all provisions of the Contract have been completed, and/or require Offeror to submit a performance and/or payment bond. The performance and/or payment bond shall be in the amount equal to the amount of money to be paid by the County under the Contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

If any required performance and/or payment bond forms and related documents are not returned to the Harris County Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, within ten (10) days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Office of the Purchasing Agent from the contractor's surety before any payments will be made.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with Harris County must be payable to and its form must be approved by Harris County.

A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

1. The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
2. The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

C. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The following regulations shall apply to this contract opportunity. Offerors should refer to Attachment N, *Required Contract Provisions*, for more detailed information on the requirements and regulations applicable to this contract opportunity:

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments
5. Texas Government Code Section 2156 – Purchasing Methods
6. Texas Government Code Section 2269 – Contracting and Delivery Procedures for Construction Projects
7. Harris County Purchasing Rules and Procedures Manual (2013)
8. 24 CFR Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.
9. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products

Offeror shall follow all Federal, State, and local laws, rules, codes, ordinances, and regulations applicable to Offeror’s services.

Harris County operates its business ethically and in compliance with the law. We ask that any Offeror or Offeror’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:

Chief Assistant County Auditor – Audit Division

713-274-5673

All suspected criminal conduct will be investigated and reported to the District Attorney’s Office or an appropriate law enforcement agency. Offerors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any Offeror or Contractor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Texas Government Code 2270.002, Offeror must warrant that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

D. CONTRACTOR PROFILE

The *Contractor Profile* form (Attachment G) must be completed and submitted by the Successful Offeror, and any of its subcontractors, within fifteen (15) working days of Notice of Award.

E. DISQUALIFICATION OF OFFEROR

By submission of a Proposal, Offeror certifies that it 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 submission 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 Offerors.

F. E-MAIL ADDRESSES CONSENT

By submission of a Proposal, Offeror 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 Appraisal District, or any department or agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code Section 552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Offeror, its employees, officers, and agents acting on Offeror's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Request for Proposals or otherwise.

G. GOVERNING LAW

This RFP is governed by the competitive proposal requirements of 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the County Purchasing Act, and Texas Government Code Section 2269 et seq., Subchapter D, as amended. Where there is a difference in regulation, Harris County shall follow the more stringent regulation and shall require that Offeror comply with all applicable federal, state and local laws and regulations. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

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 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.

H. FUNDING

Harris County anticipates that all or partial funding for the project subject to this RFP will consist of federal grant funding. The federal agencies providing this funding may include, but shall not be limited to, the U.S. Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency's (FEMA) Public Assistance program, or H.O.M.E. As such, in submitting a Proposal, Offeror acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200. Any Contract awarded pursuant to this RFP shall include all required contract clauses for services and work associated with this project, and the selected Offeror shall include the applicable clauses in its subcontracts (see 2 CFR 200, Appendix II, and Attachment N, *Required Contract Provisions*).

Offeror must also complete and return Attachment K, *Certification of Compliance with Federal Standards & Requirements*, certifying its compliance with and understanding of its responsibility to ensure compliance with federal regulations. Failure to include the signed *Certification of Compliance with Federal Standards & Requirements* document with the Proposal submission may deem the Proposal as non-responsive. Failure to maintain compliance throughout the duration of the project or contract may be cause to terminate the contract.

Additionally, any contract entered into by the County that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the County should grant funding become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract. Such termination will be without liability to the County, other than for payment of services rendered prior to the date of termination.

I. SECTION 3 ACT OF 1968 COMPLIANCE

DISCLAIMER: THIS SOLICITATION DOES INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES APPLY.

24 CFR 135 requires that for any HUD-funded contract with a value in excess of \$100,000, contractors and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

Offerors must complete and submit the *Section 3 Utilization Plan & Statement of Compliance* (Attachment P), with their Proposal. The *Section 3 Utilization Plan & Statement of Compliance* should detail the Offeror's goals to hire new Section 3 residents and/or subcontract with Section 3 Business Concerns. Offerors should indicate all firms proposed as subcontractors on this project, and whether any of the firms are Section 3 Business Concerns. Section 3 Business Concerns can be found on the HUD Section 3 website at <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.

Businesses which fit the definition of a Section 3 Business Concern, and would like to self-perform in order to comply with Section 3 requirements, must submit Section 3 Self-Certification documentation. At Harris County's discretion, the County shall accept the *Harris County Section 3 Business Concern Self-Certification*, or equivalent Section 3 Self-Certification forms from HUD, the Texas GLO, the City of Houston, and other Section 3 programs in the Offeror's local jurisdiction. Contractors and subcontractors must include the Section 3 Clause (Attachment O, *Section 3 Clause*) in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Upon award, Offerors will also be required to provide all pertinent information related to Section 3 residents and Section 3 Business Concerns including but not limited to the self-certification forms, copies of lease agreements, copies of documents evidencing participation in public assistance programs, copies of documents as proof of income, and other pertinent documents. Harris County shall monitor and evaluate contractor's, and contractor's subcontractors, Section 3 compliance towards achieving the numerical goals relative to Section 3 employment, training, and contracting on a minimum monthly basis throughout the contract period. Contractors and subcontractors shall be responsible for providing monthly reports in the format requested by Harris County.

J. HUB / MWBE UTILIZATION COMMITMENT

2 CFR 200.321 requires that Contractors take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors are required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) participation. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Offerors must indicate which of their subcontractors will be HUB / MWBE using the *Subcontractor Listing Form*. Offerors must indicate the type of work to be performed by each firm and whether each firm is a HUB / MWBE or non-HUB / MWBE firm. Offerors must include certification or documentation when the Offeror itself, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction. Harris County shall monitor and evaluate Offeror's HUB / MWBE compliance throughout the contract period. Upon award, Offeror shall be responsible for providing reports in the format requested by Harris County.

K. HISTORICALLY UNDERUTILIZED BUSINESSES

The State of Texas identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

L. NO UNAUTHORIZED CONTACTS

Offeror shall not contact any Harris County personnel or County Board members during this RFP process without the express permission from the Harris County Purchasing Office. Harris County Purchasing may disqualify any Offeror who has made site visits, contacted Harris County personnel or Board Members, 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.

M. PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act after the solicitation is completed and contract(s) executed with selected firm(s). Once opened, Proposals are public records. There are no exceptions. When submitting a Proposal, Offeror must be sure to identify trade secrets or confidential information contained in the Proposal or redact confidential information if the information is needed to address requirements of the RFP. To the extent permitted by law, Offerors may request, in writing, non-disclosure of confidential data. Such information shall accompany the Proposal, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by Offeror, 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.

The County will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY". The County will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the County be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their Proposal as exempt from disclosure without justification may, at the County's discretion, be deemed non-responsive.

The County will not advise as to the nature or content of documents entitled to protection from disclosure under the Texas Public Information Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

If the County receives a Public Information Act request, prior to withholding any information, Offeror shall be required to execute an express agreement, in a form provided by the County, to indemnify, defend and hold harmless the County in any action to compel disclosure of any withheld material. If the Offeror refuses to sign such an agreement, the County shall have the right to disclose the entirety of the Proposal package, regardless of any marking or labeling of material as trade secret, confidential or proprietary. By submitting a Proposal, Offeror expressly waives any claims against the County for such disclosure in the absence of an express written indemnification agreement. Offeror shall provide to the County a specific legal basis for each portion of a Proposal sought to be withheld from disclosure.

N. RESPONSIBILITY REVIEW

Harris County shall conduct research to determine that an Offeror is responsible. Some methods to determine responsibility include:

- **Compliance with Delivery and Performance Schedules:** The County may request information on other active contracts Offeror is performing and verify the status with those buyers;
- **Performance Record:** The County may require Offeror to submit contact information for recent contracts they have performed for other customers and contact them to ascertain Offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable.
- **Integrity and Business Ethics:** The County may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. The County may verify Offeror's, and Offeror's subcontractors, compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;
- **Necessary Organization, Experience, Operational Controls, and Technical Skills:** The County may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the County's contract; and
- **Necessary Production and Technical Equipment and Facilities:** The County may request evidence that Offeror has all the equipment and facilities he/she will need or the capability to obtain them.

Offeror is responsible for determining the responsibility of their prospective subcontractors. Offeror shall submit the *Subcontractor Listing Form* (Attachment E) with its Proposal and provide information on any prospective subcontractors to be used. Determinations of prospective subcontractor responsibility may affect the County's determination of Offeror's responsibility. Offeror may be required to provide written evidence of a proposed subcontractor's responsibility.

The County may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine Offeror responsibility shall be used by the County to determine subcontractor responsibility.

O. SUPPLEMENTAL MATERIALS

Offeror is 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 Qualifications

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 Offeror wishes to include as a condition of their 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.

P. REGULATORY REQUIREMENTS & PERMITS

Successful Offeror shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes. Successful Offeror shall identify, prepare and/or obtain all licenses, documentation, coordination, testing, inspections, plans, reports, forms, and permits required to provide the services identified under this RFP, and as required by Local, State, and Federal Agencies, Departments, Boards, and Commissions at his/her own expense. Successful Offeror shall be responsible for supplying necessary reports and studies (if applicable) to the agencies as required and provide responses to their comments, as necessary.

VII. SCOPE OF SERVICES & REQUIREMENTS

Offeror shall perform the Scope of Services to the extent necessary (a) for the proper execution and completion of the Services under the Contract; (b) to supervise and direct the Services in a safe manner and perform all Services in accordance with the Contract, Applicable Law, Applicable Permits and Industry Standards; and (c) in conformance with the Contract Documents and the Requirements and such that the Services are in compliance with the Contract, Industry Standards, Applicable Codes, Applicable Laws and Applicable Permits.

Offeror is responsible for identifying, coordinating, and conforming scope, requirements, and recommendations of assigned project(s) to meet legal and regulatory parameters/constraints, codes and applicable requirements set forth by agencies, including, but not limited to the State of Texas, the Texas General Land Office (GLO) Harris County, U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), the Texas Commission on Environmental Quality (TCEQ), and any other local codes or agencies as they may apply.

Offeror shall demonstrate the ability to provide all the services defined in this RFP. Successful Offeror awarded a Contract shall be responsible for identifying, preparing, and obtaining all documentation, coordination, testing, inspections, plans, reports, forms, permits and any other necessary documentation pertaining to any assigned work required by Local, State, and Federal Agencies, Departments, Boards, and Commissions. Offeror awarded a Contract shall be responsible for supplying necessary reports, studies, and/or documentation (if applicable) to the agencies as required and provide responses to their comments, as necessary.

A. BACKGROUND & OBJECTIVES

Harris County is soliciting proposals to furnish and deliver smart phones, wireless service and related items for the Harris County Community Services Department (HCCSD) located at 8410 Lantern Point Dr., Houston, TX 77054.

B. SCOPE OF WORK

The project(s) shall consist of successful Offeror furnishing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead and incidentals necessary to provide smart phones, wireless service and related items for HCCSD. The quantities referenced in this RFP are estimated and Harris County may require more or less. HCCSD will place orders for equipment and services as needed.

The smart phones, wireless service and related items provided by the Offeror must meet and/or exceed the following preferred general requirements:

Standard Smart Phone (ref. Apple iPhone 8 or equivalent)

- **Storage Capacity:** 256 GB.
- **Dimensions:** 5.45 inches (L), 2.65 inches (W), 0.29 inches (H).
- **Weight:** 5.22 ounces.
- **Display:** 4.7 inch retina high definition display, 1334 x 750 pixel resolution at 326 ppi, 1400:1 contrast ratio, true tone display, wide color display (P3), 3D Touch, 625 cd/m2 max brightness (typical), dual-domain pixels for wide viewing angles, fingerprint-resistant oleophobic coating, support for display of multiple languages and characters simultaneously, display zoom, reachability.
- **Water/Dust Resistance:** Ingress Protection (IP)-67 rated (maximum depth of one (1) meter up to thirty (30) minutes).
- **Battery:** Lithium-ion battery with up to fourteen (14) hours of battery life.
- **Camera:** Twelve (12) megapixel camera.
- **Carriers:** AT&T, Sprint, T-Mobile or Verizon.
- **Colors:** Silver, Space Gray and Gold.

Enhanced Smart Phone (ref. Apple iPhone 8 Plus or equivalent)

- **Storage Capacity:** 256 GB.
- **Dimensions:** 6.24 inches (L) x 3.07 inches (W) x 0.30 inches (H).
- **Weight:** 7.13 ounces.
- **Display:** 5.5 inch retina high definition display, 1920 x 1080 pixel resolution at 401 ppi, 1300:1 contrast ratio, true tone display, wide color display (P3), 3D Touch, 625 cd/m2 max brightness (typical), dual-domain pixels for wide viewing angles, fingerprint-resistant oleophobic coating, support for display of multiple languages and characters, simultaneously, display zoom, reachability.
- **Water/Dust Resistance:** Ingress Protection (IP)-67 rated (maximum depth of one (1) meter up to thirty (30) minutes).
- **Battery:** Lithium-ion battery with up to twenty-one (21) hours of battery life.
- **Camera:** Twelve (12) megapixel wide-angle and telephoto camera.
- **Carriers:** AT&T, Sprint, T-Mobile or Verizon.
- **Colors:** Silver, Space Gray and Gold.

5G Mobile Hotspot (ref. Verizon Wireless 5G MiFi M1000 or equivalent)

- **Usage Time:** Up to twenty-four (24) hours.
- **Weight:** 5.7 ounces.
- **Dimensions:** 4.85 inches (L) x 3.48 inches (W) x 1.2 inches (H).
- **Screen:** 2.4" color touchscreen.
- **Battery:** 4400 mAH lithium-ion.
- **Storage:** 32 GB Flash UFS and 6 GB LPDDR4 RAM.
- **Wi-Fi:** 802.11 a/b/g/n/ac real simultaneous dual-band Wi-Fi 2.4 GHz/5.0 GHz.
- **Processor:** QC SM8150QC SDX50 5G.

Talk, Text and Data Service for Smart Phone

- **Talk:** Unlimited minutes including Canada and Mexico.
- **Text:** Unlimited texts with pictures.
- **Data:** Unlimited 4G LTE data, 5G LTE preferred.

Data Service for 5G Mobile Hotspot

- **Data:** Unlimited 4G LTE data, 5G LTE preferred.

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 Form 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.

C. STANDARDS

When applicable, Standards required under this RFP are included under the *Standards* attachment.

Offerors may download the Standards, when available, from BuySpeed at <https://bids.hctx.net/bsa/login.jsp>.

D. DELIVERABLES

Deliverables shall include all documents indicated in this Section and all additional deliverables as determined for the specific Project.

The Offeror shall provide smart phones, wireless service and related items as needed.

E. HARRIS COUNTY GENERAL CONDITIONS

When applicable, the successful Offeror must comply with all requirements included under the *General Conditions* attachment.

F. WORK STANDARDS

It is the responsibility of the Offeror to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Offeror to be performed in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of Texas, and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Harris County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

VIII. CONTRACT REQUIREMENTS & PAYMENT

The following Contract terms and payment requirements shall apply to the work intended to be awarded pursuant to this RFP. The term “Contractor” shall mean and refer to the successful Offeror. To the extent that any of the Contract terms contained in this conflict with the Scope, Requirements, Standards, General Conditions, or Federal provisions applicable to the Project, the more stringent requirement shall govern.

A. CONTRACT PROVISIONS

The federal regulations and standards applicable to the required work are set forth in Attachment N, *Required Contract Provisions*, and incorporated herein as part of this RFP. The Contractor shall be required to comply with the federal terms and conditions under the *Required Contract Provisions*, which shall apply to and govern all work and services provided under the Contract. Any firm awarded a contract as a result of this RFP will be required to sign a contract containing the County's contract provisions, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally-funded work. These provisions shall be substantially as they appear in Attachment N, *Required Contract Provisions*.

In accordance with 2 CFR 200.326, contracts executed by Harris County which are funded in whole or in part by federal grant monies shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. PURCHASE ORDER & DELIVERY

Successful Offeror shall not provide services without a Harris County Contract. If special circumstances apply to an Offeror's delivery of a project (including circumstances involving timing), this information should be included in the Proposal, if necessary. 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 for cancellation of the contract by Harris County without prejudice to other remedies provided by law. Where project delivery times are critical, Harris County reserves the right to award accordingly.

C. INVOICING PROCEDURES

Coordination of the project will be through the Harris County using department, and all invoices must be routed through this department. All invoices shall include submission requirements stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is approved by the Harris County using department, therefore, payment to the Contractor may be up to one (1) month from the date the invoice is approved by the Harris County Department and received in Accounts Payable.

D. PAYMENT PROVISIONS

The sum of the payments due to the Contractor is limited to the amount of money stated within the Contract. Any products provided, or services rendered, in excess of this amount will be at the Contractor's expense and not payable by Harris County. No alterations, substitutions or extra charges of any kind will be permitted. Merchandise may not be billed at a price higher than is stated on the order. Contractors cannot include federal excise, state or city sales tax. Pursuant to Texas Tax Code Section 151.309, as amended, Harris County is exempted from sales and use taxes.

E. PAYROLL SUBMISSION

If Davis-Bacon or Prevailing Wages are applicable to the Services, original Weekly Certified Payrolls in the format required by Harris County must be submitted by all contractors, and subcontractors as applicable, on a weekly basis to Harris County. The Prime Contractor is responsible for all subcontractor payroll submittals. All contractors and subcontractors are to make available copies of cancelled checks and check stubs for comparison, if requested by Harris County.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance is found on page 2 of the WH-347 form, and additional certifications of compliance may be required by Harris County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

F. WAGE & LABOR COMPLIANCE

If Davis-Bacon or Prevailing Wages are applicable to the Services, the U.S. Department of Labor Wage Rate poster must be displayed in a location that all workers have easy access and remain in place at all times until the project is complete. Harris County reserves the right to visit the job site and to interview any employees on any given date or time during the conduct of the work without prior notification.

Harris County may require the posting, utilization, and/or submission of the following forms or documents to verify compliance with Davis-Bacon, Prevailing Wages, and other labor requirements, which may include, but are not limited to, the following:

- DBRA Wage Rates – This reflects proper minimum hourly compensation, including fringe benefits, which is owed workers by all contractor/subcontractor for this project. Prime Contractors are required to post these wage rates at the job site visible to all workers.
- Equal Employment Opportunity is the Law (EEO) Poster – This poster will be provided by Harris County to Contractor, and must be posted at the job site in an area visible to all workers.
- Employees Rights Under Davis-Bacon Act Poster– This poster will be provided by Harris County to Contractor and must be posted at the job site accompanied by the wage rates, which shall be visible to all workers.
- Quarterly Employment Data Report – This report shall be provided by Harris County to Contractor and must be submitted by all contractors / subcontractors whose contracts and subcontracts exceed \$10,000.00 regardless of the nature and duration of contract.
- LCP Tracker / Weekly Certified Payrolls – Harris County shall dictate the format and frequency required of contractors / subcontractors when completing certified payrolls, which must be submitted for each week during the course of the project within five (5) working days after the end of the weekly payroll period.
- Project Sign – Harris County shall provide Contractor with the Project Sign requirements, if applicable, including language, formatting, size, and other specifications to be used when preparing and installing the required project sign(s).
- Daily Work Logs – Harris County may require submission of Daily Work Logs from the Contractor for each day during the course of the project with the corresponding Pay Request.

Harris County will ascertain that the proper wage rates are being paid to the employees in accordance with the contract documents. The Prime Contractor shall not allow work requiring a license to be performed by a worker who does not have the proper license. The Prime Contractor shall require, and shall require all its subcontractors and lower tier subcontractors, that workers carry their license upon their persons while

performing work on the Project and that such persons produce their licenses to the Harris County representative upon request. Should work requiring a license be performed by an unlicensed person despite the prohibitions of this paragraph, that person must be paid the required wage rate applicable for a licensed craftsman performing such work pursuant to the issued DBRA Wage Decision for this Project. Harris County will not recognize a worker that holds a journeyman's license in a trade as eligible for pay as an apprentice rate for work in that trade.

Apprentices may be used in any of the crafts listed in the Wage Decision, if they are currently certified in a program recognized by the Office of Apprenticeship Training, U.S. Department of Labor, providing the proper ratio between journeyman and apprentice is observed. Apprenticeship certification certificates must be supplied with the first weekly payroll upon which the apprentice's name appears. If they are not certified as an apprentice, they must be paid as a journeyman and used as an apprentice.

In the event of discrepancy between the services performed and the wages paid, it will be documented and the Prime Contractor will be so notified. Harris County reserves the right to withhold any payment due the Prime Contractor until such discrepancy is resolved and the necessary adjustment made.

G. PROMPT PAYMENT POLICY

It is the policy of the County to process contract payments efficiently and expeditiously. Pursuant to Texas Government Code 2251.021, Harris County shall ensure payments are made within 30 days of receipt of goods and/or services under the contract and after proper submission of an invoice. Payment shall be made within the 30 day time-period, provided there are not disputes between the County and the Vendor, Contractor, Subcontractor, or Supplier about the goods delivered or the service performed that causes the payment to be late; the terms of a federal contract, grant, regulation, or statute prevent the governmental entity from making a timely payment with federal funds; and/or that the invoice is not submitted in strict accordance with any instruction in the contract or on the purchase order relating to the payment.

A Contractor that receives a payment from Harris County must pay its subcontractor the appropriate share of the payment not later than the 10th day after the date the Contractor receives the payment. The appropriate share is overdue on the 11th day after the date the Contractor receives the payment.

H. COST PLUS CONTRACTING PROHIBITED

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Harris County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

I. INFORMATION SECURITY

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

2. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor’s subcontractor(s).
- e. Contractor shall not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.

3. Data Ownership

- a. Upon termination of the Contract, Contractor shall promptly return to Harris County all Harris County-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned data. If such return is infeasible, as mutually determined by Harris County and Contractor, with respect to Harris County-owned data, Contractor shall limit any further use and disclosure of Data to the purposes that make the return of Harris County-owned data infeasible. In lieu of the requirements in this Section, Harris County may direct Contractor to destroy any Harris County-owned data in Contractor’s possession. Any such destruction shall be verified by Contractor and Harris County.

4. Data Mining

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

5. Breach of Security

- a. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery.
- b. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

6. Right to Audit

- a. Upon the Harris County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Harris County permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. Contractor shall ensure that this clause concerning the Harris County's authority to assess, audit, examine, investigate, or review is included in any subcontract it award.

J. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES

1. As authorized by 41 U.S.C. 1908, in instances where Contractors violate or breach contract terms, Harris County is authorized to impose administrative, contractual, or legal remedies which may provide for sanctions and penalties as appropriate.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of the Contract, Harris County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Harris County may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Harris County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

2. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Harris County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.
3. In addition, in accordance with Attachment N, *Required Contract Provisions*, liquidated damages may be applied for certain other breaches of the Contract, which may be withheld from amounts due on the Contract.

Any and all moneys collected by the Contractor as liquidated damages from its Subcontractors for any breaches in accordance with Attachment N shall be paid by the Contractor to the County. In each subcontract for Work, the Contractor shall include a provision expressly giving the County a right of action against the Subcontractor in the event such Subcontractor fails to pay any liquidated damages determined to be due and owing thereunder.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the County's right to indemnification, or the Contractor's obligation to indemnify the County, or to any other remedy provided for in this Contract or by Law.

The County may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the County, the Contractor shall be liable to pay the difference.

K. 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.

L. SAFETY

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of County residents and staff, the Contractor's staff, subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

The Contractor shall comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. Hazardous Materials may not be used without prior notice to, approval from, and coordination with the County. Contractor shall be responsible for any Hazardous Materials brought onto County property by Contractor, Subcontractors, suppliers or anyone else for whom Contractor is responsible. Contractors shall dispose of all Hazardous Materials in accordance with all applicable laws and Safety Guidelines relating to disposal of Hazardous Materials. Notwithstanding anything herein to the contrary, asbestos, asbestos containing products or polychlorinated biphenyl (PCB) shall not be used in the Work.

M. HAZARDOUS MATERIALS

As applicable, materials used in the completion of the Contract shall be free of hazardous materials, except as may be specifically provided for in the specifications.

N. SUPERVISION

Contractor shall provide competent management for the Project, approved by County, who shall be working on the Project for direction, coordination, sequencing and all other required activities, for the entire duration of and until final acceptance of the Work. The approved manager or superintendent shall not be discontinued (except upon Final Completion of the Project or in the event of his or her termination of employment or disability or if the County requests a replacement to resolve incompatible working relationships) and no new individual shall be designated without prior approval of the County.

O. STAFFING REQUIREMENTS

Contractor, upon award, shall make reasonable effort to maintain stability of the staff assigned to the Project to prevent the departure of the most productive and expert resources from the Project. Contractor shall

provide the County with at least 30 days' notice of any change in key personnel or staff assigned to the Contract. Personnel shall be removed from the Project upon request by the County.

P. SUBCONTRACTORS

Harris County must approve the actual subcontractors prior to their use. Offeror must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. The Contractor assumes responsibility for the performance of the subcontractor; therefore, Offeror is urged to closely scrutinize subcontractors. If a subcontractor is found to be ineligible after award of a contract, the contract shall be immediately terminated and the matter reported to HUD.

Q. INSURANCE

Contractor performing services under any contract awarded pursuant to this RFP must provide the types and amounts of insurance specified in the *Minimum Insurance Requirements*, included as Attachment L. Contractor is advised to carefully review such insurance requirements. All insurance must provide coverage for work on residential properties. By submitting a Proposal, Contractor acknowledges that it has reviewed the insurance provisions and takes no exceptions to the insurance requirements.

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

Refer to Attachment L for more information on Minimum Insurance Requirements.

R. 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.

S. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

Contractor must comply with this requirement, if applicable, for any building or construction contract – see the *Workers' Compensation Insurance Coverage Rule 110.110* under Attachment M for more detail.

T. TOLL / PARKING FEES

Any and all toll/parking fees incurred by the Contractor(s) during the term of this contract will be the responsibility of Contractor.

U. RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials that are EPA-designated items and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity, quality, and reasonableness of cost. Harris County will be the sole judge in determining product preference application. Information about this requirement and a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

V. FAILURE TO COMPLY

Failure to comply with any part of the provisions shall constitute a material breach of the Contract. The event of such a breach may result in compensation being withheld or suspended, termination of the Contract, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of the Contract.

W. TERMINATION

1. **Termination for Convenience.** This Contract may be Terminated for Convenience due to reasons known to Harris County, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the Contractor is not in violation of the contract terms and conditions. Harris County may terminate this contract without Cause upon thirty (30) days written notice.
2. **Termination for Cause.** This Contract may be Terminated for Cause due to actions by the Contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include reprocurement costs to be paid by the Contractor. Harris County reserves the right to terminate this Contract for default if Contractor breaches any of the terms herein, including warranties of Contractor or if the Contractor 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.
3. **Termination for Health and Safety Violations.** Harris County shall terminate this contract immediately without prior notice if Contractor 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.

X. CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the successful Offeror to continue services, if requested by Harris County Purchasing, until new services can be completely operational. Offeror acknowledges its responsibility to cooperate fully with the replacement Offeror and Harris County to ensure a smooth and timely transition to the replacement Offeror. Such transitional period shall not extend more than ninety (90) days beyond expiration/termination date of the contract, or any extension thereof. Offeror 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 agreement shall remain in full force and effect as originally written.

Y. EXTENSIONS / RENEWALS

Extensions or renewals of the awarded contracts may be made ONLY by written agreement between Harris County and the Contractor.

The County may extend the term of the contract by written notice to the Contractor within the term of the original contract. If the Government exercises this option, the extended contract shall be considered to include the option clause and shall require continued performance by the Contractor of any services within the limits and at the rates specified in the contract.

Z. SEALS, LOGOS, AND FLAGS

Contractor shall not use any Federal, State, or local government agency seal, logo(s), crest, or reproduction of flags or likeness of agency officials without expressed, specific agency pre-approval in writing.

AA. 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.

BB. 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.

IX. ATTACHMENTS

- Attachment A – Proposal & Addenda Acknowledgement
- Attachment B – Pricing Form
- Attachment C – Certification Regarding Lobbying
- Attachment D – Statement of Offeror Qualifications
- Attachment E – Subcontractor Listing Form
- Attachment F – References
- Attachment G – Contractor Profile
- Attachment H – Performance Bond for Public Works Contracts over \$100,000
- Attachment I – Performance Bond for Non-public Works Contracts over \$50,000
- Attachment J – Payment Bond
- Attachment K – Certification of Compliance with Federal Standards & Requirements
- Attachment L – Minimum Insurance Requirements
- Attachment M – Workers’ Compensation Insurance Coverage Rule 110.110
- Attachment N – Required Contract Provisions
- Attachment O – Section 3 Clause
- Attachment P – Section 3 Utilization Plan & Statement of Compliance
- Attachment Q – Section 3 Business Concern Self-Certification Form
- Attachment R – Davis Bacon Current Wage Decision (**DOES NOT APPLY**)
- Attachment S – Standards (**DOES NOT APPLY**)

- Attachment T – General Conditions (**DOES NOT APPLY**)
- Attachment U – General Notices, Notes & Information (**DOES NOT APPLY**)
- Attachment V – GLO Compliance Package

Attachment A
PROPOSAL & ADDENDA ACKNOWLEDGEMENT

As required by this solicitation, the undersigned Offeror hereby acknowledges receipt of all Addenda through and including:

<u>Addendum Number</u>	<u>Dated</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received

This acknowledgment shall be signed, in ink, by a corporate officer, partner, or proprietor:

I certify that this Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same contract opportunity and is in all respects fair and without collusion or fraud. I am authorized to sign this Acknowledgement for the Offeror and agreed to abide by all conditions of this Request for Proposals and certify that I have read and understand the RFP documents in their entirety. In signing this Acknowledgement, I attest that under this contract opportunity I shall provide the services identified in this Request for Proposals according to the published provisions of this RFP. I certify that all statements made are true, complete and correct.

Authorized Signature	Date
-----------------------------	-------------

Authorized Representative Name (First & Last): _____

Company Name: _____

Company Address: _____

Offeror DUNS Number: _____

Telephone: _____ Fax: _____ e-mail: _____

Attachment B PRICING FORM

PRICING

Provide pricing for your proposed solution below and include on a separate page a detailed and itemized list of proposed products and services and the associated costs for each. In addition, provide pricing for any proposed optional or value-added products and services that would support this solution. Use additional pages if needed for any other information as required.

Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing governs. Harris County reserves the right to award by total, by group, by item or as best serves the County. **Pricing must be all-inclusive. Harris County will not allow for any other rates or changes.**

<u>Item No.</u>	<u>Description</u>	<u>Mfr./Model No. (If Different)</u>	<u>UOM</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total Price</u>
A. Smart Phones and Related Items						
1.	Standard Smart Phone (ref. Apple iPhone 8 or equivalent)	_____	Ea.	20	_____	_____
2.	Enhanced Smart Phone (ref. Apple iPhone 8 Plus or equivalent)	_____	Ea.	20	_____	_____
3.	5G Mobile Hotspot (ref. Verizon Wireless 5G MiFi M1000 or equivalent)	_____	Ea.	80	_____	_____
Subtotal of Item A						_____
B. Wireless Service						
1.	12-Months of Talk, Text and Data Service (per device)	_____	Ea.	40	_____	_____
2.	12-Months of Data Service for 5G Mobile Hotspot (per device)	_____	Ea.	80	_____	_____
Subtotal of Item B						_____
C. Other						
1.	Other charges or fees (list on separate page)	_____	Lot	1	_____	_____
Subtotal of Item C						_____
GRAND TOTAL FOR YEAR 1						_____

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 Form 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.

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.

Attachment C

CERTIFICATION REGARDING LOBBYING

(To be submitted with each Proposal for contract opportunities expected to exceed \$100,000)

The undersigned [Offeror] certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Offerors are required to complete Form SF-LLL - Disclosure of Lobbying Activities to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Offeror understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Print Name and Title of Offeror's Authorized Official

Signature of Offeror's Authorized Official Date

Attachment C

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier If Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

Attachment D
STATEMENT OF OFFEROR QUALIFICATIONS

This Statement of Offeror Qualifications requests information about Offeror that will be used in the evaluation of Offeror responsibility. All Offerors must complete this form in its entirety and submit with the Proposal. Answers should be as thorough and definitive as possible and include all pertinent data. Failure to fully and truthfully disclose the information required may result in the disqualification of your Proposal from consideration or termination of the contract, once awarded. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

General Information

1. Name of company/organization: _____
2. Address of company/organization: _____
3. Home office address (if other than above): _____
4. Telephone No: _____ Fax No.: _____
5. Type of business entity (corporation, partnership, sole proprietorship, etc.): _____
 - A. If your organization is a corporation, please provide on a separate sheet(s), detailing the following: Date of incorporation, State of incorporation, Names of President, Vice-president, Secretary, and Treasurer.
 - B. If your organization is a partnership or individually owned, please attach a list detailing the following: Date of organization, Name of owner(s) or partners.
6. Place of incorporation (if applicable): _____
7. Type of work performed by your company: _____
8. Year founded/established: _____
9. Has your organization been in business under its present name for at least five (5) years? YES NO
 - A. If not, please explain why. _____
10. Primary individual to contact: _____

Litigation Record

Have you or any member of your organization or team brought any claim, litigation, or arbitration against Harris County or any other Federal, State or Local Government during the last five (5) years?

YES NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has Harris County or any other Federal, State or Local brought any claim or litigation against you or any member of your organization or team during the last five (5) years?

YES NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has you or any member of your organization or team filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES NO

If yes, attach a list of any lawsuits or requested arbitrations and their final outcome.

Are there any administrative proceedings, claims, lawsuits, or other exposures pending against you or any member of your organization or team?

YES NO

Attachment D
STATEMENT OF OFFEROR QUALIFICATIONS

If yes, explain: _____

Have any subcontractors, in which your organization has some ownership, filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES NO

If yes, explain: _____

Have you or any member of your organization or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for Harris County or any other Federal, State or Local Government, or Private Entity?

YES NO

If yes, explain: _____

Have you ever failed to complete any work awarded to you? YES NO

If yes, explain, indicating what was not completed and the reasoning: _____

Have you ever defaulted on a contract? YES NO

If yes, explain: _____

Experience Record

How many years has your organization been providing the services identified in this RFP to the following types of entities?

Government (Public) Entities: _____

Private (Commercial) Entities: _____

List three to five (3-5) similar projects as the one specified in this solicitation that your organization has completed over the last five (5) years. Attach additional pages as necessary:

1. _____
2. _____
3. _____
4. _____
5. _____

Describe your organization's concepts for working in a team relationship with the owner and user groups during the completion of projects similar to that identified in this RFP. Identify which of the project(s) listed on Attachment F, *References*, best exemplify these concepts and experiences. Attach additional pages as necessary:

Attachment D
STATEMENT OF OFFEROR QUALIFICATIONS

Please list categories of work that your organization normally performs with its own forces.

Please list subcontractors in which your organization has some ownership or relationship and list the categories of work those subcontractors normally perform.

1. _____
2. _____
3. _____
4. _____

Portions of work Offeror proposes to sublet in case of award of contract, including amount and type:

1. _____
2. _____
3. _____

Attachment D
STATEMENT OF OFFEROR QUALIFICATIONS

Dated this day _____ of _____ 20__

(Name of Organization)

By: _____
(Title)

Submitted by _____ an individual
a partnership
a corporation

with principal office at _____
(Full Address or City, State)

To be filled in by Corporation:
Date incorporated _____
Under the laws of _____ State.

To be filled in by Partnership
Date formed _____
State whether partnership is general, limited or associated

Executive Officer _____

List Members:

State of _____

County of _____

_____, being duly sworn, deposes and attests that he/she is
(Name of Offeror's Representative)

_____ of _____,
(Position Title) (Name of Organization)

and that: (1) the Offeror submitting a Proposal for this contract opportunity and the contractors / subcontractors anticipated to perform the work are properly licensed, as applicable, and shall provide proof of said licensure needed to complete the scope of services; (2) the answers to the foregoing questions on the attached/associated forms and all statements therein are correct to the best of their knowledge; (3) the experience record are made part of this affidavit as though written in full herein; and (4) all statements and answers to the questions given in the above-mentioned experience record are true and correct.

_____, sworn to before me this _____ day
(Name of Offeror's Representative)

of _____, 20__.

Notary Public

(Seal)
My Commission expires:

Attachment E
SUBCONTRACTOR LISTING FORM

Contractor must provide information below for any potential subcontractors or subconsultants, professionals, suppliers, and vendors used in connection with the project. The County reserves the right to reject proposed subcontractors or subconsultants on any reasonable basis. Harris County must approve the actual subcontractors prior to their use (add additional pages if necessary):

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____ _____	

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____	

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____	

Contractor shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists and shall obtain and submit licenses for any subcontractors if the work being performed requires licensing in accordance with state or federal law. A final Subcontractor Listing Form will be required prior to contract award. If any of the required information changes throughout the term of the contract, Contractor must submit a revision to the County for approval.

I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources.

Signature of Contractor: _____

Print Name: _____

Attachment F
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: _____

Attachment F
REFERENCES

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

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: _____

Attachment G
CONTRACTOR PROFILE

(To be submitted within fifteen (15) working days after being notified of award.)

Project Name: _____ Project No. _____

Name of Contractor _____ Contractor's FED Tax ID# _____ DUNS # _____

Name of Subcontractor _____ Subcontractor's FED Tax ID# _____ DUNS # _____

Category of Trade (*e.g. Carpentry, Electrical, Plumbing, etc.*)

Type of Contract:

- Construction Professional Non-professional Services Supplies Equipment
 Architectural / Engineering

Name of Principle Owner(s) _____

Name of Contact Person _____

Company Address _____

Phone _____

Email _____

Estimated Amount of Contract or Subcontract: \$ _____

Women Owned: Yes No

Minority Owned: Yes No

Section 3 Business: Yes No (*if yes, must attach the Harris County Section 3 Business Concern Self-Certification form*)

<p>Racial/Ethnic Codes:</p> <p><input type="checkbox"/> White American</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Asian/Pacific American</p> <p><input type="checkbox"/> Native American</p> <p><input type="checkbox"/> Hispanic Americans</p> <p><input type="checkbox"/> Hasidic Jews</p> <p><input type="checkbox"/> Multi-racial _____</p>
--

Signature of Contractor

Date

Attachment K

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Offeror] certifies, to the best of his or her knowledge that _____, Offeror company or legal entity responding to this RFP, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed under *Required Contract Provisions* (Attachment N), and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Offeror must initial by each regulatory requirement and sign below.**

- _____ **A. ACCESS TO RECORDS & RECORD RETENTION** – Offeror agrees to comply with 2 CFR 200.336 and provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Offeror(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Offeror shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.
- _____ **B. ACCESSIBILITY** – Offeror agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Offeror must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- _____ **C. BYRD ANTI-LOBBYING AGREEMENT** – Offeror submitting responses for contract opportunities expected to exceed \$100,000 agree to comply with CFR 200 Appendix II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment C, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- _____ **D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Offeror agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.
- _____ **E. CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Offeror agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Offeror agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean

Attachment K

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Offeror agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- _____ **F. *CONTRACT WORK HOURS & SAFETY STANDARDS ACT*** – Offeror agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- _____ **G. *COPELAND “ANTI-KICKBACK” ACT*** – Offeror agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- _____ **H. *COST PLUS CONTRACTING PROHIBITED*** – Offeror agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Offeror agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
- _____ **I. *DAVIS-BACON & RELATED ACTS*** – When applicable, Offeror agrees to comply with the Davis-Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis-Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- _____ **J. *DEBARMENT AND SUSPENSION*** – Offeror affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
- _____ **K. *ENERGY EFFICIENCY*** – Offeror agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Attachment K

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

- _____ **L. *EQUAL EMPLOYMENT OPPORTUNITY*** – Offeror agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

Offeror agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- _____ **M. *EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES*** – Offeror agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Offeror agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

- _____ **N. *EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS*** – Offeror agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Offeror agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Offeror agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Offeror shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

- _____ **O. *FAIR LABOR STANDARDS ACT*** – Offeror agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Offeror 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 United States Code (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 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

- _____ **P. *FLOOD DISASTER PROTECTION ACT OF 1973*** – Offeror agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

- _____ **Q. *GREEN BUILDING*** – Offeror agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Offeror agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Offeror agrees to comply with the following standards, as applicable:

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CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

_____ **R. *HOLD HARMLESS AGREEMENT*** – Offeror agrees to indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Offeror shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at 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 Request for Proposals. Certification of such coverage must be provided to the County upon request.

_____ **S. *LEAD BASED PAINT*** – When applicable, Offeror agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

_____ **T. *NON-COLLUSION*** – Offeror agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Offeror agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

_____ **U. *PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES*** – Offeror agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).

_____ **V. *POTENTIAL CONFLICT OF INTEREST*** – In accordance with 2 CFR 200.112, Offeror agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Offeror agrees not to 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. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.

Attachment K

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

- _____ **W. PREVAILING WAGES** – When applicable, Offeror agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis-Bacon wages, as applicable. If both Texas prevailing wages and Davis-Bacon provide rates for a particular class, Contractors must pay the greater wage rate.

- _____ **X. PROCUREMENT OF RECOVERED MATERIALS** – Offeror agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any Contractors awarded under this contract opportunities are subject to the requirements of Section 6002.

- _____ **Y. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS** – Offeror agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

- _____ **Z. RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS** – Offeror certifies by the submission of its Proposal that it:
 - Is not a Contractor of a foreign country included on the USTR list.
 - Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
 - Will not provide any product of a foreign country included on the USTR list.

- _____ **AA. SECTION 3 ACT OF 1968** – When applicable, Offeror agrees to comply with the provisions of 12 U.S.C. 1701u and 24 CFR 135. For any HUD-funded contract with an anticipated value in excess of \$100,000, the contract shall be considered a covered transaction for purposes of compliance with the Section 3 Act of 1968. Contractor must include the Section 3 Clause (Attachment O, *Section 3 Clause*) in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135. **DISCLAIMER: THIS SOLICITATION DOES INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES APPLY.**

If requested by Harris County, Offeror agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Print Name and Title of Offeror’s Authorized Official

Signature of Offeror’s Authorized Official

Date

Attachment L

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.

Attachment N

REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Harris County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Harris County are required to include the provisions below in any contracts executed with subcontractors performing the scope of services and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Harris County, all contracts made by Harris County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Harris County or note in its submission that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

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

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 must 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 non-federal award.

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CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part “program or activity” is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. “Funded in whole or in part with community development funds” means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence:

- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Harris County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Harris County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of \$2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Harris County will provide a copy of the current *Davis Bacon Wage Decision* with this solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County’s request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

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Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Harris County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true.

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Harris County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services 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.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that

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are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractor warrants 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 Services 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. Harris County reserves the right to verify any Contractor’s status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Harris County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Harris County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

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applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Harris County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures.
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii. Rates of pay or any other form of compensation and changes in compensation.
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v. Leaves of absence, sick leave, or any other leave.
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii. Activities sponsored by the contractor including social or recreational programs.
 - ix. Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority

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referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.
- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
 - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

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- ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
- iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

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- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants 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 United States Code (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 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.

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REQUIRED CONTRACT PROVISIONS

- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Harris County 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 Request for Proposals, appropriate insurance coverage including, at 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 Request for Proposals. Certification of such coverage must be provided to the County upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

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Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and

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REQUIRED CONTRACT PROVISIONS

management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. 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. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

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.

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 response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Harris County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing

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REQUIRED CONTRACT PROVISIONS

Wages attached and incorporated by reference. In submitting a Proposal, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Harris County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Harris County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

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REQUIRED CONTRACT PROVISIONS

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

- a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled “Restrictions on Public Works Projects.” (Set out under “Contract Clauses” below.)
- b. Certification. Except as provided in paragraph (C) of this provision, by submission of its Proposal, Offeror certifies that it:
 - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
 - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
 - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- c. Inability to certify. An Offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- e. Notice. Offeror shall provide written notice to the Contracting Officer if, at any time before the contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to an Offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. “Component”, as used in this clause, means those articles, materials, and supplies incorporated directly into the product. “Contractor or subcontractor of a foreign country,” as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

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- i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
 - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
 - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Harris County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.
- b. **Restrictions.** The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
 - c. **USTR List.** The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
 - d. **Certification.** The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
 - e. **Subcontractors.** The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

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RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))

Any discovery or invention that arises during the course of the contract shall be reported to Harris County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135) **DISCLAIMER: THIS CONTRACT IS HUD-FUNDED AND THEREFORE SECTION 3 DOES APPLY TO THIS CONTRACT.**

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires);
- 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

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REQUIRED CONTRACT PROVISIONS

TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) 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 (2) 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.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Harris County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Harris County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Harris County may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Harris County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Harris County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the **Contract Requirements & Payment**, Section IX, portion of this RFP.

VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Attachment N

REQUIRED CONTRACT PROVISIONS

VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor 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.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors 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. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor'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 responses due on or after November 1, 2009.

WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

Attachment O

SECTION 3 CLAUSE

24 CFR 135.38 Section 3 Clause

All Section 3 covered contracts must include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



Attachment P

HARRIS COUNTY

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

CONTRACTOR INFORMATION					
Business Name		Prime <input type="checkbox"/>	Sub <input type="checkbox"/>	Certified Section 3 Business Concern	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Address			Business Email		
Project Title / Project #			Contract Amount		\$

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of \$100,000 create the need for new employment, subcontracting, or training opportunities. **If a prime contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of \$100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance.** If contract will not exceed \$100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

A. Section 3 Hiring

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that contractors and subcontractors commit to employ Section 3 Residents¹ as 30% of the aggregate number of full-time new hires.

B. Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns² as follows:

- Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
- Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR DOES NOT ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO PART VIII: STATEMENT OF COMPLIANCE ON THE FINAL PAGE

¹ A "Section 3 resident" is a public housing resident or individual who resides in Harris County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

² A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.



Attachment P
HARRIS COUNTY

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

IF CONTRACTOR OR SUBCONTRACTOR *DOES* ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by Harris County. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby informed that it must notify Harris County of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	Column 2	Column 3	Column 4	Column 5
Job Titles	Total # of Employees Needed for each Job Title	Total # of Employees Currently Employed at each Job Title	Total # of New Hires Needed for each Job Title	Total # of New Hires Expected to be Section 3 Residents
<i>List <u>all</u> Job Titles that are needed to complete the entire scope of work under the contract.</i>	<i>List how many employees are needed for the contract under each Job Title.</i>	<i>List how many employees are <u>currently</u> employed under each Job Title who are anticipated to work on the contract.</i>	<i>List how many of these positions are currently <u>open</u> and will need to be filled under the contract.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
<i>Example: Laborer</i>	8	5	3	1

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	



Attachment P
HARRIS COUNTY

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, contractor’s submission may be deemed non-compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount	% of Total Contract
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	\$
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	%



Attachment P HARRIS COUNTY

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the “typical” procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

A. Efforts “To the Greatest Extent Feasible”

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying Harris County, may be found in default of their contract and subject to penalties.

B. Changes

If contractors’ or subcontractors’ hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the Harris County compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by Harris County via an amended Section 3 Utilization Plan, when applicable.

C. Documentation & Reports

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to Harris County, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the Harris County prescribed processes, reporting methods, and form(s). Reports may require information on contractor’s actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by Harris County.



Attachment P

HARRIS COUNTY

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, contractor may propose "Other Economic Opportunities". These opportunities may be exercised only with prior Harris County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to Harris County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Harris County.

Other Economic Opportunities are subject to verification and approval by Harris County. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by contractors or subcontractors to comply with the requirements of Section 3 and Harris County's Section 3 Policy. Once the Section 3 requirement has been triggered, contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Harris County, or must demonstrate why compliance is infeasible.

Harris County may, at its discretion, execute the following remedies for noncompliance:

1. Based on the first observation or report of noncompliance with Section 3, the contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.
2. The contractor or subcontractor shall have up to 30 days, at the County's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Harris County, on why it is unable to comply.
3. Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, Harris County may elect to terminate the contract.
4. Continuing failure or refusal by the contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.
5. Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Harris County Section 3 Policy.



Attachment P
HARRIS COUNTY

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Harris County and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a contractor for Harris County.

Business Name

Name of Authorized Officer

Signature

Date

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: COUNTY OF: ON THIS DAY OF 20 BEFORE ME APPEARED

TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: {SEAL}

COMMISSION EXPIRES:

INTERNAL HARRIS COUNTY APPROVAL:

Compliance Monitor Signature

Date

Attachment V

GLO COMPLIANCE PACKAGE

GLO INFORMATION SECURITY APPENDIX

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

2. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Harris County. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Harris County or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to Harris County and/or the GLO all Harris County-owned or GLO-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Harris County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Harris County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Harris County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Harris County or the GLO may direct Contractor to destroy any Harris County-owned or GLO-owned data in Contractor’s possession. Any such destruction shall be verified by Contractor and Harris County and/or the GLO.

4. Data Mining

Attachment V

GLO COMPLIANCE PACKAGE

GLO INFORMATION SECURITY APPENDIX

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

5. Breach of Security

- a. Contractor agrees to provide Harris County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Harris County with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- a. Upon the Harris County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Harris County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Harris County or GLO-conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Harris County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the Harris County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Harris County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

Attachment V
GLO COMPLIANCE PACKAGE
GLO CONTRACTOR PROPOSAL CERTIFICATION



GLO Contractor Proposal Certification	
Subrecipient: Harris County	Contract Number:
Contractor Name:	
Contractor Address:	Phone:

1. I understand that I am responding to a contract opportunity which is funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.
2. I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:
 - International Residential Code (IRC) – new construction and reconstruction;
 - Housing Quality Standards (HQS) – for rehabilitated properties;
 - All local building codes, standards, and specifications; and
 - All standards and requirements defined by the Texas General Land Office (GLO), Harris County, the Harris County Engineering Department, and the Harris County Community Services Department (CSD).
3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.
4. I understand that I must provide a 1-2-10 warranty on all work performed, specifically:
 - 1 year warranty on the entire home;
 - 2 year warranty on mechanical, electrical and plumbing components; and
 - 10 year warranty on structural components.

Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.
5. I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

Signature of Contractor

Date

Attachment V

GLO COMPLIANCE PACKAGE

GLO CERTIFICATION OF OFFEROR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development	
INSTRUCTIONS	
CERTIFICATION OF OFFEROR REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF OFFEROR (include ZIP Code)	
CERTIFICATION BY OFFEROR	
Offeror has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. <input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that: <input type="checkbox"/> The <u>Section 3 Clause</u> is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the RFP proceedings (if contract equals or exceeds \$100,000). <input type="checkbox"/> The <u>Non-Segregated Facilities</u> clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964. <input type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Solicitation (if contract equals or exceeds \$10,000). <input type="checkbox"/> The <u>Equal Employment Opportunity for Workers With Disabilities</u> clause is included in the Solicitation.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

Attachment V

GLO COMPLIANCE PACKAGE

**GLO CONTRACTOR CERTIFICATION OF EFFORTS TO FULLY COMPLY WITH
EMPLOYMENT AND TRAINING PROVISIONS OF SECTION 3**



<u>THE OFFEROR REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:</u>
<input type="checkbox"/> Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: <ol style="list-style-type: none"> 1. That is 51% or more owned by Section 3 Resident(s); or 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
<input type="checkbox"/> Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.
<u>EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)</u>
<input type="checkbox"/> By contacting business assistance agencies, minority contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.
<input type="checkbox"/> By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by a Housing Authority.
<input type="checkbox"/> By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
<input type="checkbox"/> By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
<input type="checkbox"/> By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
<input type="checkbox"/> By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
<input type="checkbox"/> By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Business in qualifying for such bonding, financing, insurance, etc.
<input type="checkbox"/> Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
<input type="checkbox"/> By developing and using a list of eligible Section 3 Business Concerns.
<input type="checkbox"/> By actively supporting and undertaking joint ventures with Section 3 Businesses.
<u>EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS</u>
<input type="checkbox"/> By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
<input type="checkbox"/> By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
<input type="checkbox"/> By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
<input type="checkbox"/> By contacting resident councils and other resident organizations in the affected housing development request assistance in notifying residents of the training and employment positions to be filled.
<input type="checkbox"/> By arraigning interviews and conducting interviews on the job site.
<input type="checkbox"/> By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
<input type="checkbox"/> By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name: _____

Date: _____

Authorized Representative Name: _____ **Signature:** _____