



# HARRIS COUNTY

## INVITATION FOR BID

### COVER SHEET

Job No. \_\_\_\_\_

**INVITATION FOR BID: [PROJECT DESCRIPTION (CONSTRUCTION / PUBLIC WORKS)] for Harris County – UPIN [NUMBER]**

**BID DUE DATE:** [DAY] [MONTH] [DATE] [YEAR] Due no later than 2:00 P.M. CST.  
NO EXCEPTIONS.

**QUESTIONS DUE DATE:** [DAY] [MONTH] [DATE] [YEAR]

**PRE-BID CONFERENCE DATE:** [DAY] [MONTH] [DATE] [YEAR]

**BIDDERS' NOTE:** Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. **Bids may be submitted one of two ways:**

1. Bidders may submit Bids online through CivCast, or
2. Bidders may submit hardcopy sealed bids by hand-delivering or mailing to the address listed below.

**BID MUST SHOW THE IFB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

**RETURN BID TO:** If submitting electronically, bids must be submitted online through CivCast.

If submitting a hard copy, sealed bids must be hand-delivered or mailed to:

**HARRIS COUNTY PURCHASING AGENT**

**1001 PRESTON, SUITE 670**

**HOUSTON, TEXAS 77002**

**Buyer: [BUYER NAME] [BUYER NUMBER] [BUYER EMAIL]**

<b>COMPANY NAME</b>	
<b>TOTAL BID AMOUNT</b>	\$

\*This page must be complete 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.

**This contract shall be funded, in whole or in part, with Federal grant monies. Harris County is authorized to use the sealed bid (formal advertising) method of procurement for this contract opportunity in accordance with 2 CFR 200.320(c).**

Harris County is an Affirmative Action/Equal Opportunity Employer. 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 bids.

**A. PROJECT DESCRIPTION**

As used herein, the term “Contractor” shall mean and refer to Bidder selected pursuant to this IFB process that enters into a contract with Harris County.

**[INSERT PROJECT DESCRIPTION]**

**B. PROJECT SCHEDULE**

**[INSERT PROJECT SCHEDULE]**

**C. ANTICIPATED CONTRACT TERM**

The Contract shall commence on the date on the Notice to Proceed Letter and shall remain in effect until Inspection and Final Acceptance of all required work for the Project and completion of all required services. The anticipated Contract Term under this IFB is for **[INSERT TERM]** with a maximum of **[INSERT OPTION TERM, IF APPLICABLE]**.

**II. TIMETABLE**

**A. PRE-BID CONFERENCE**

1. Attendance at the Pre-Bid Conference is not mandatory; however, Bidders are strongly encouraged to attend to discuss the requirements of the IFB 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-bid conference.

The Pre-Bid conference will be held at **[TIME] [AM/PM]** on **[DAY], [MONTH] [DATE], [YEAR]** at:

**[LOCATION / DEPARTMENT]**

**[ADDRESS]**

**[CITY, STATE, ZIP CODE]**

Due to space constraints, Harris County requests that Bidders limit their firms’ attendance at the Pre-Bid Conference to **two** company representatives.

2. Regardless of whether or not Bidders attend the Pre-Bid Conference, Bidders are responsible for fully acquainting themselves with the conditions of the Project site (which may include more than one site), as well as those relating to the construction and labor of the Project, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, 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 Work. It the responsibility of each Bidder to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

**B. QUESTIONS**

It is the responsibility of each Bidder to examine the entire IFB package, seek clarification in writing, and review their Bid for accuracy before submitting. It is the responsibility of each Bidder before submitting a Bid, to:

1. Examine the Invitation for Bid Documents thoroughly;
2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work; and
3. 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 IFB and the Bid due date, no oral interpretation of the IFB's requirements will be provided to any prospective Bidder. Requests for interpretation (and other questions) must be made in writing by the questions deadline either via CivCast at <https://www.civcastusa.com/> or via email to **[BUYERS EMAIL ADDRESS]**. The deadline for submission of questions relating to this IFB is **[MONTH DATE YEAR]**, no later than **[TIME AM/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 Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the IFB requirements and that without exception, the Bid is premised upon performing and furnishing the Work detailed in the Invitation for Bid Documents and that the provided documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **C. ADDENDA**

Prior to the submission deadline, Harris County may wish to amend, add to, or delete from the contents of this IFB. Harris County may also issue clarifications resulting from any pre-bid conferences or questions submitted. In such situations, Harris County shall issue an Addendum to the IFB setting forth the nature of the modification. Once an Addendum is issued, it will be uploaded to BuySpeed and/or Civcast, and all Bidders who have downloaded the IFB will be notified via email that an Addendum is ready to be downloaded.

#### **D. EXTENSIONS**

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

#### **E. PUBLIC BID OPENING**

Pursuant to 2 CFR 200.320(c)(2)(iii), all bids will be opened at the time and place prescribed in this Invitation For Bids, and the Bids shall be opened publicly.

Sealed Bids will be opened publicly on **[MONTH DATE YEAR]**, **no later than [TIME AM/PM] CST.** The public bid opening will be held at **[LOCATION]**. Late Bids will not be accepted – no exceptions.

**F. SCHEDULE SUMMARY**

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

IFB Release Date	[MONTH DATE, YEAR]
Pre-Bid Conference	[MONTH DATE, YEAR]
Submission of Questions Deadline	[MONTH DATE, YEAR]
<b>Bid Submission Deadline</b>	<b>[MONTH DATE, YEAR]</b>
Notice to Proceed	When directed by Harris County

**III. SUBMISSION INSTRUCTIONS**

**A. BID & ADDENDA ACKNOWLEDGEMENTS**

1. By submitting a Bid in response to this IFB, Bidders accept the solicitation process as it has been outlined in this IFB.
2. All bids 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 bid.
3. Harris County will not be liable for any costs incurred by the Bidder in preparing a response to this IFB. Bidders submit Bid(s) at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this IFB and reserves the right to reject any and all Bids. All Bids and accompanying documentation will become the property of Harris County. By submitting a Bid, Bidders acknowledge and accept that reference checks and/or background investigation may be conducted as a part of the due-diligence process. Award will be made to the lowest, responsible, and responsive Bidder who submits a response to this IFB.
4. Bidders must sign Attachment A, *Bid & Addenda Acknowledgement*, and include with their bid submission.
5. In cases where Addenda are issued under this solicitation, Bidder must ensure all Addenda are reflected within the *Bid & Addenda Acknowledgement* document, and Bidder must sign and submit the actual Addenda documents with their bid. All Addenda shall become a part of the requirements for this IFB. In signing and submitting the *Bid & Addenda Acknowledgement* (Attachment A) with its Bid, Bidder acknowledges that it has examined all documents, attachments, forms, specifications, addenda, and all instructions. The County may deem a bid non-responsive for failure of Bidder to acknowledge any and all Addenda.
6. Bidders are responsible for consulting the standards referenced in this IFB. Failure of Bidder to so 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.

**7. READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. THE BIDDER IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

**B. BID SUBMISSION OPTIONS**

Bids may be submitted in hard copy, or electronically as detailed below.

**C. HARD COPY BID SUBMISSION**

1. FOR HARD COPY SUBMISSIONS, Bidders may hand-deliver or mail their Bids to:

HARRIS COUNTY PURCHASING AGENT

1001 PRESTON, SUITE 670

HOUSTON, TEXAS 77002

Buyer: **[BUYER NAME] [BUYER NUMBER] [BUYER EMAIL]**

2. Bids must be sealed and must show the IFB Number, Description and be marked “SEALED BID”.
3. Bids must include:
- ONE (1) original Bid package, clearly marked “ORIGINAL”
  - THREE (3) copies of the Bid package, clearly marked “COPY” **[IF APPLICABLE]**
    - Each copy must be marked “SEALED BID” and submitted in separate three-ring, loose-leaf binders the following clearly marked on the front binder cover:
      - Identification of the Bidder;
      - The job or solicitation number as located on the IFB cover sheet; and
      - The IFB title.
  - All documents must be labeled with the Bidder’s name and the IFB number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the IFB number will be at risk for rejection.
  - Bid must indicate for which contract opportunities the Bidder is submitting.
  - All Bids must be typed, single spaced, and formatted to print on 8 ½” by 11” paper.
  - Each section of the Bidder’s response should start on a new page. A tabbed divider page marked with the section number should separate each section.
  - Bidders should prepare a Table of Contents for the Bid being submitted. The Table of Contents must list all sections and the contents of each section.

**D. ONLINE BID SUBMISSION**

1. Bidders choosing to submit Bids in digital format may electronically submit bids through CivCast (<https://www.civcastusa.com>), which is a third-party online provider website and facilitates the bid management process. Bids submitted via e-mail will be rejected. Bids must include:
  - ONE (1) complete Bid as ONE (1) PDF document.
  - Bids must indicate for which contract opportunities the Bidder is submitting.
2. If Bidder elects to submit its bid electronically, it is the responsibility solely of Bidder to see that its Bid is properly submitted in proper form and prior to the stated closing time. **THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE BIDS.** The County will only consider bids that have transmitted successfully and have been issued a confirmation number with a time stamp from CivCast indicating that the Bid was submitted successfully. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Bidder to successfully submit an electronic Bid shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted Bids.

Bidders experiencing any technical difficulties with the bid submission process may contact CivCast Support at 281-376-4577. Neither the County nor CivCast make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the bid submission date and/or time.

#### **E. DIGITAL FORMAT**

Harris County will accept Bids in digital format. Bidders wishing to submit electronic Bids must submit online through CivCast. Bids submitted via email will not be accepted.

If, in its Bid response, Bidder makes any changes whatsoever to the County's published IFB specifications, the County's IFB specifications, *as published*, shall control. Furthermore, if a Bidder has been found to have made an alteration of any kind to the County's published IFB specifications, or the work under the Contract is not being performed, the Contract is subject to immediate cancellation.

#### **F. LATE BIDS; BID RETURNS**

Bids 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 bids. Late bids will be rejected. If a solicitation is cancelled, submitted bids will not be returned.

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

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

#### **H. PRICING**



Bidder must provide the pricing as requested for all services and/or items specified within the *Bid Schedule / Pricing Form* (Attachment B), or in CivCast.

Pricing must be all-inclusive. No price or rate changes, additions, or subsequent qualifications will be honored during the course of the Contract.

Any rates provided to the County must be all-inclusive. “All-inclusive” shall be construed as costs incorporating all charges for service, labor, material, equipment, overhead, and any other costs. No separate line item rates or charges for services listed in the scope of work will be accepted.

**I. BID BOND**

If the Contract is for the construction of public works, or the Contract value is anticipated to exceed \$100,000, Bidder must furnish a good and sufficient bid bond in the amount of five (5) percent of the total Contract price (LGC 262.032). A bid bond must be executed with a surety company authorized to do business in this state. Bid bonds must be submitted with the Bid package as follows:

Individual bid bond payable to Harris County for 5% of the total amount of each separate bid (if applicable), or

Bank cashier’s check payable to Harris County for 5% of the total amount of each separate bid (if applicable). \*NOTE: If Bidder is submitting Bid online through CivCast, and is electing to provide a cashier’s check in lieu of a bid bond, the cashier’s check must be physically dropped off in a sealed envelope referencing the Job No. before the due date of this IFB at the address provided on the IFB Cover Sheet. If submitting a cashier’s check or certified check instead of a bid bond, Bidders must complete the *Bid Check Return Authorization Form* (Attachment H) and attach to bid check. All bid checks must be for the required amount and be payable to Harris County, not payable to any individual. See Section VI, **General Provisions** of this IFB for surety requirements.

**J. REQUIRED BID DOCUMENTS**

Bidder’s IFB submission 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 Bidder’s submission in order for the submission to be considered complete. Bidders are asked to review the documentation to ensure all applicable parts are included. If any portion of this IFB or its attachments are missing, notify the Purchasing Department immediately. Bidder should be thoroughly familiar with all of the following items applicable to the bid submission before submitting a bid.

<input checked="" type="checkbox"/>	1.	<b>Cover Page</b> – Bidder must complete and submit the <i>Cover Page</i> for this IFB, providing their Company Name and Total Bid Amount.
<input checked="" type="checkbox"/>	2.	<b>Bid &amp; Addenda Acknowledgement</b> – Bidder must sign and submit the <i>Bid &amp; Addenda Acknowledgement</i> form, included as Attachment A.
<input checked="" type="checkbox"/>	3.	<b>Bid Schedule / Pricing Form</b> – Bidder must complete the <i>Bid Schedule / Pricing Form</i> , included as Attachment B.
<input checked="" type="checkbox"/>	4.	<b>Certification Regarding Lobbying</b> – Bidder must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment C.

<input checked="" type="checkbox"/>	5.	<b>Certificate of Interested Parties (Form 1295)</b> – Pursuant to Texas Government Code § 2252.908, Bidders must complete and submit Form 1295, <i>Certificate of Interested Parties</i> , prior to the bid deadline using the following website: <a href="https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a> . <b>Bidders 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 Bid.</b>
<input checked="" type="checkbox"/>	6.	<b>Statement of Bidder Qualifications</b> – Bidder must complete and submit the <i>Statement of Bidder Qualifications</i> form, included as Attachment D.
<input checked="" type="checkbox"/>	7.	<b>Bidder and Subcontractor Licensing / Certifications</b> – Bidder must submit any applicable licensing and/or certifications required for the completion of the scope of work under this IFB.
<input checked="" type="checkbox"/>	8.	<b>Subcontractor Listing Form</b> – Bidder must complete and submit the <i>Subcontractor Listing Form</i> , (Attachment E).
<input checked="" type="checkbox"/>	9.	<b>References</b> – Bidder must complete and submit the <i>References</i> form, included as Attachment F.
<input checked="" type="checkbox"/>	10.	<b>Bid Check Return Authorization Form</b> – Bidder must sign and submit the <i>Bid Check Return Authorization</i> form (if a bid bond is required), included as Attachment H.
<input checked="" type="checkbox"/>	11.	<b>Bid Bond</b> – If the contract is for the construction of public works, or the contract value is anticipated to exceed \$100,000, Bidder must furnish a good and sufficient bid bond (either an individual bid bond or a bank cashier’s check) in the amount of five (5) percent of the total contract price.
<input checked="" type="checkbox"/>	12.	<b>Certification of Compliance with Federal Standards &amp; Requirements</b> – Bidder must sign and submit the <i>Certification of Compliance with Federal Standards &amp; Requirements</i> form, included as Attachment L.
<input checked="" type="checkbox"/>	13.	<b>Section 3 Utilization Plan &amp; Statement of Compliance</b> – Bidder must complete and submit the <i>Section 3 Utilization Plan &amp; Statement of Compliance</i> (Attachment R), for any for any HUD-funded projects expected to exceed \$100,000.
<input checked="" type="checkbox"/>	14.	<b>Section 3 Business Concern Self-Certification Form</b> – Bidders intending to self-perform as Section 3 Businesses, or for any subcontractors of Bidder 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 Bid.
<input checked="" type="checkbox"/>	15.	Certification or documentation that Bidder, 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"/>	16.	<b>Conflict of Interest Questionnaire</b> – Bidders who enter or seek to enter into a contract with Harris County must disclose Bidder’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 <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a> ) must be filed with the records administrator of

		Harris County not later than the 7th business day after the date Bidder becomes aware of facts that require the statement to be filed.
<input checked="" type="checkbox"/>	17.	<b>Statement of Conflicts</b> – A statement of conflicts (if any) the Bidder or key employees may have regarding these services.
<input checked="" type="checkbox"/>	18.	<b>System for Award Management results</b> – Bidder 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). Bidder must enclose a print out of the search results that includes the record date.
<input checked="" type="checkbox"/>	19.	<b>Sample Insurance Certificate</b> – Bidder must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment M (does not supersede the “Hold Harmless” provision).
<input checked="" type="checkbox"/>	20.	<p><b>[REMOVE IF NOT GLO-FUNDED] GLO Compliance Package</b> – This project is funded in whole or in part by the Texas General Land Office (GLO). As such, Bidder must also complete and submit the following documents with their Bid:</p> <ul style="list-style-type: none"> <li>• <i>GLO Compliance Package</i> <ul style="list-style-type: none"> <li>○ GLO Contractor Bid Certification</li> <li>○ GLO Certification of Bidder Regarding Civil Rights Laws and Regulations</li> <li>○ GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3</li> </ul> </li> </ul>

#### IV. EVALUATION & AWARD PROCEDURES

##### A. NONCONFORMING BIDS

Bids that are incomplete, contain material irregularities or include alterations to or terms and conditions that do not conform to the terms and conditions of the IFB, or otherwise do not comply with the requirements of the IFB are subject to rejection 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 Bidder, and/or to reject any or all bids if there is a sound documented reason.

##### B. EVALUATION PROCESS

Harris County will select the responsive and responsible Bidder that, in the opinion of Harris County, has been determined to have submitted the lowest bid based on all identified factors.

Prices proposed by Bidder shall be irrevocable until Contract award unless the bid is withdrawn. A Bid may be withdrawn by a Bidder, provided an authorized representative of the Bidder submits a written request to withdraw the Bid prior to the time set for opening the Bids.

##### C. BASIS OF AWARD

Pursuant to 2 CFR 200.320(c)(2)(iv), Harris County shall evaluate Bids in response to this solicitation, and intends to award a firm fixed price contract to the responsive and responsible bidder, whose Bid, considering price and any price-related factors specified in the solicitation, is the lowest.

Where specified in these bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

#### **D. UNBALANCED BID**

To the extent applicable, Harris County may reject any Bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

#### **E. CONTRACT OBLIGATION**

If award is recommended, 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 Bidder. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this procurement have been satisfactorily delivered and accepted.

No award can be made until approved by the Harris County Commissioners Court. This IFB does not obligate Harris County to the eventual purchase of any services 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.

#### **F. RESPONSIBILITY**

Harris County shall award contracts only to responsible Bidders who have the ability to perform successfully under the terms and conditions of the proposed contract. Information provided in the *Statement of Bidder Qualifications* form (Attachment D) may be used, in part, by Harris County to assess Bidders' responsibility.

To be considered responsible, a Bidder must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Before being considered for award, the Bidder may be requested by Harris County to submit a statement or other documentation regarding any of the items above. Failure by the Bidder to provide such additional information shall render the Bidder nonresponsive and ineligible for award.

Responsible Bidders must have the experience necessary to complete the Scope of Work and ability to comply with Texas and Harris County requirements and all federal codes, policies and regulations applicable to this project.

For any work which may involve or require Architects or Engineers, Bidders must submit *Form SF-330 – Architect-Engineer Qualifications* (found at <https://www.gsa.gov/forms-library/architect-engineer-qualifications>). If applicable, Bidders 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).

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

- Compliance with Delivery and Performance Schedules: The County may request information on other active contracts the Bidder is performing and verify the status with those buyers;
- Performance Record: The County may require Bidders to submit contact information for recent contracts they have performed for other customers and contact them to ascertain the Bidder'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 the Bidder's 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;
- Necessary Production, Construction, and Technical Equipment and Facilities: The County may request evidence that the Bidder has all the equipment and facilities he/she will need or the capability to obtain them; and
- System for Award Management: The County shall verify that the Bidder is not debarred through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)).

Bidders are responsible for determining the responsibility of their prospective subcontractors. Bidders shall submit the *Subcontractor Listing Form* (Attachment E) with their Bid and provide information on any prospective subcontractors to be used in completion of the Project. Determinations of prospective subcontractor responsibility may affect the County's determination of the Bidder's responsibility. A Bidder 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 a Bidders responsibility shall be used by the County to determine subcontractor responsibility.

## **V. GENERAL PROVISIONS**

### **A. ALTERNATES**

When there is a justifiable need, Harris County may opt to use Alternate Bids. If the County chooses to use Alternates, the County will identify the Base Bid Specifications, or the specifications listing or describing only those materials, equipment, work, and services upon which the Base Bid must be predicated, exclusive of any alternate bids. The requested Base Bid would comprise the sum of money for which the Bidder offers to perform the work identified in the Base Bid Specifications, not including that work for which alternate bids are also submitted.

Alternates shall be accomplished either with Additive or Deductive Alternates. An Additive Alternate Bid is a body of work that the County may award in *addition* to the Base Bid if there is sufficient funding after the bids are received, and may include items that are not part of the base scope or may be replacements.

By contrast, a Deductive Alternate Bid is a body of work that the owner may *delete* from the base bid if there is insufficient funding to award the full base bid. A Deductive Bid Alternative is when work shall be *deducted* from the Base Bid work.

The purpose of both Additive and Deductive bids is to build flexibility into the bidding process so that the County can award the maximum amount of the project possible dependent on funding available.

Harris County will use Alternates when there is an understandable need and will attempt to limit Alternates to no more than three potential Alternates. One or more of Alternates may be used to adapt a project to stay within the County's budget, which shall allow an award to be made.

### **B. AUTHORIZATION TO DO BUSINESS IN TEXAS**

Bidders 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.

All Bidders are 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 professional licensing requirements i.e. Licensed Plumbers). 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, Bidders 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 a Bidder's business isn't located in Harris County, Bidders must submit the licenses, certifications, and other documentation required by the locality in which their business is based.

### **C. PERFORMANCE & PAYMENT BONDS**

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 Bidder 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, Bidders must 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 I, 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, Bidders must 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 J, 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, specifications, 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. Bidders must furnish 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 K, and is the only form Harris County will accept.

If the successful Bidder 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 Bidder 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.

#### **D. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS**

The following regulations shall apply to this Contract opportunity. Bidders should refer to Attachment P – *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 2269 – Contracting and Delivery Procedures for Construction Projects
6. Harris County Purchasing Rules and Procedures Manual (2013)
7. 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.
8. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products



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

Harris County operates its business ethically and in compliance with the law. We ask that any Bidder or Bidder'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. Bidders who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any Bidder or Contractor for reporting suspected ethical violations or fraud is strictly prohibited.

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

#### **E. CONTRACTOR PROFILE**

The *Contractor Profile* form (Attachment G) must be completed and submitted by the Successful Bidder, and any of its subcontractors, within fifteen (15) working days of notification as the apparent low bidder.

#### **F. DISQUALIFICATION OF BIDDER**

Upon signing its Bid, Bidder certifies that Bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among Bidders. If multiple bids are submitted by a Bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits Bidders from submitting multiple bids for different products or services.

#### **G. E-MAIL ADDRESSES CONSENT**

By submission of a bid, Bidder 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 Bidder, its employees, officers, and agents acting on Bidder's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this IFB or otherwise.

#### **H. GOVERNING LAW**

This IFB is governed by the competitive sealed bidding 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., as amended. Where there is a difference in regulation, Harris County shall follow the more stringent regulation and shall require that Bidders 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.

Bidder 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.

## **I. FUNDING**

Harris County anticipates that all or partial funding for the project subject to this IFB 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, Bidder acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in Title 2 CFR 200. Any Contract awarded pursuant to this IFB shall include all required Contract clauses in all solicitation and contract awards for services and work associated with this project, and the selected Bidder shall include the applicable clauses in its subcontracts (see 2 CFR 200, Appendix II, Required Contract Clauses).

Bidder must complete and return Attachment L, *Certification of Compliance with Federal Standards & Requirements*, certifying their compliance with and understanding of their responsibility to ensure compliance with federal regulations. Failure to include the signed *Certification of Compliance with Federal Standards & Requirements* document with your bid may be cause to reject the entire bid. 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.

## **J. SECTION 3 ACT OF 1968 COMPLIANCE**

**DISCLAIMER: THIS SOLICITATION [DOES / DOES NOT] INVOLVE HUD FUNDING AND THEREFORE SECTION 3 [DOES / DOES NOT] 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.

Bidders must complete and submit the *Section 3 Utilization Plan & Statement of Compliance* (Attachment R), with their Bid. The *Section 3 Utilization Plan & Statement of Compliance* should detail the Bidder's

goals to hire new Section 3 residents and/or subcontract with Section 3 Business Concerns. Bidders 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 Bidder's local jurisdiction. Contractors and subcontractors must include the Section 3 Clause (Attachment Q, *Section 3 Clause*) in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Upon award, Bidders 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.

#### **K. 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.

Bidders must indicate which of their subcontractors will be HUB / MWBE using the *Subcontractor Listing Form*. Bidders 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. Bidders must include certification or documentation when the Bidder 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 Bidder's HUB / MWBE compliance throughout the contract period. Upon award, Bidder shall be responsible for providing reports in the format requested by Harris County.

#### **L. 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).

#### **M. NO UNAUTHORIZED CONTACTS**

Bidder shall not contact any Harris County personnel or County Board members during this IFB process without the express permission from the Harris County Purchasing Office. Harris County Purchasing may disqualify any Bidder 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 IFB, from advertisement to award shall be sent to Harris County Purchasing.

#### **N. 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, Bids are public records. There are no exceptions.

When submitting Bids, Bidder must be sure to identify trade secrets or confidential information contained in the Bid or redact confidential information if information is needed to address requirements of the IFB. To the extent permitted by law, Bidders may request, in writing, non-disclosure of confidential data. Such information shall accompany the Bid, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL." For those portions identified as confidential by Bidder, 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. Bidders that indiscriminately identify all or most of their submission 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, Bidder 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 Bidder refuses to sign such an agreement, the County shall have the right to disclose the entirety of the Bid package, regardless of any marking or labeling of material as trade secret, confidential or proprietary. By submitting Bids, the Bidder expressly waives any claims against the County for such disclosure in the absence of an express written indemnification agreement. Bidder shall provide to the County a specific legal basis for each portion of a Bid sought to be withheld from disclosure

## **O. FISCAL FUNDING**

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

## **P. MINIMUM EFFECTIVE PERIOD OF BID**

All bids 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 bid.

## **Q. SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect subsequent contract award should be included. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

## **R. BRAND NAMES / SUBSTITUTION**

Brand names and model numbers that may appear in the documents of this IFB are for reference only and shall serve as an example of functional, design, and/or quality standards and requirements for the product or service identified. It is not the intent of Harris County to restrict bids in such cases, but rather to establish a desired quality or level of merchandise or to meet a pre-established standard due to existing items. Herein, or within the attached specifications, whenever the County has listed a specific brand name, the words “or equal” shall automatically apply thereto. This term “or equal” means that Contractor may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the County, meets the minimum specifications.

If Bidder wishes to provide a different product than the product the County has identified within this IFB, Bidder may propose different products or items within their Bid submission, provided the products or items provide the same essential characteristics and are of equal or better quality. The burden of proof of such rests with Bidders. Harris County shall act as sole judge in determining equality and acceptability of products offered. After opening of bid, but prior to award recommendation, Harris County may require documentation demonstrating equal or superior products as compared to products required.

## **S. REGULATORY REQUIREMENTS & PERMITS**

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

## VI. SCOPE OF WORK & SPECIFICATIONS

The successful Bidder shall perform the Scope of Work to the extent necessary (a) for the proper execution and completion of the Work under the Contract; (b) to supervise and direct the Work in a safe manner and perform all Work in accordance with the Contract, Applicable Law, Applicable Permits and Industry Standards; (c) to achieve Final Completion of the project; and (d) in conformance with the Contract Documents and the Technical Specifications and such that the Work is in compliance with the Contract, Industry Standards, Applicable Codes, Applicable Laws and Applicable Permits.

The successful Bidder is responsible for identifying, coordinating, and conforming scope, specifications, 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.

### A. BACKGROUND & OBJECTIVES

**[BRIEFLY DESCRIBE PURPOSE FOR PROJECT, EXPLANATION OF BACKGROUND OF PROJECT, AND OVERALL OBJECTIVES & END GOALS OF PROJECT]**

### B. SCOPE OF WORK

This project consists of the successful Bidder furnishing all qualified personnel, supervision, labor, services, materials, equipment, facilities, travel, overhead and incidentals necessary for **[PROJECT TITLE]**. The work to be performed by the Bidder shall include, but are not limited to, the following:

**[INSERT DETAILED SCOPE OF WORK]**

Bidder may receive input from the County and shall take such input under advisement. When applicable, Bidders should refer to the *Standards & Specifications*, *General Conditions*, and *General Notices, Notes & Information* for further details and information.

### C. STANDARDS & SPECIFICATIONS

When applicable, Standards and Specifications required under this IFB are included under the *Standards & Specifications* attachment.

Bidders may download the *Standards & Specifications*, when available, from BuySpeed at <https://bids.hctx.net/bsc/login.jsp>

### D. PLANS & DRAWINGS

When applicable, Plans and Drawings pertinent to this IFB are included under the *Plans & Drawings* attachment.

Bidders may download the drawings, blueprints, plans, and/or maps for this project from BuySpeed at <https://bids.hctx.net/bsc/login.jsp>. Do NOT include the drawings from this IFB package with your submittal.

### E. HARRIS COUNTY GENERAL CONDITIONS

All Bidders completing labor, building or public construction, or any related work of any kind are obligated to comply with all requirements under the *General Conditions* attachment.

Bidders may download the *General Conditions*, when available, from BuySpeed at <https://bids.hctx.net/bsol/login.jsp>

## **F. WORK STANDARDS**

It is the responsibility of the Bidder to ensure that each worker provided by the Bidder shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Bidder to be performed in a workmanlike, skillful, and competent manner 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.

## **VII. CONTRACT REQUIREMENTS & PAYMENT**

The following Contract terms and payment requirements shall apply to the work intended to be awarded pursuant to this IFB. The term “Contractor” shall mean and refer to the successful Bidder. To the extent that any of the Contract terms contained in this Section conflict with the Specifications, Standards, Plans, 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 P, *Required Contract Provisions*, and incorporated herein as part of this IFB. 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 Contractor awarded a contract as a result of this IFB 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 P, *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. NOTICE TO PROCEED**

The Contractor shall not commence work under the Contract without a Harris County Notice to Proceed, signed by an authorized agent of the Harris County Purchasing Department.

### **C. TIME FOR COMPLETION & LIQUIDATED DAMAGES FOR DELAY**

1. The Contractor shall commence work under the Contract on the date to be specified within the Notice to Proceed form issued by the County, and shall fully complete all work thereunder within **[COMPLETION TIMEFRAME / NUMBER OF DAYS]** consecutive calendar days from said date. The Contractor shall meet any deadlines or schedules required for the work.

NOTE: Any Bidder that may have any concerns pertaining to the noted **[COMPLETION TIME FRAME / NUMBER OF DAYS]** may bring this up at the pre-bid Conference.

Normal working hours shall be Monday through Friday, 8:00 AM to 5:00 PM (CST). All other working hours require pre-approval, in the County's sole discretion. The Contractor shall be required to provide a minimum five (5) working days for approval and planning of any request for work windows outside normal working hours.

2. *Time is of the essence* of each and every provision of the Contract. If the Contractor fails to acceptably complete the Contract work within the time specified, including any properly authorized extension(s), the County will be damaged and will suffer financial loss. The exact amount of damage is, and will be, difficult of exact ascertainment. Accordingly, instead of requiring any such proof, the County and the Contractor agree that the Contractor will pay the County the sum of **[\$\*\*INSERT AMOUNT\*\*]** for each and every calendar day of delay in completing the Contract work beyond the time prescribed for completion the work, as Liquidated Damages and not as a penalty or forfeiture.

The Contractor specially binds and obligates itself to pay such Liquidated Damages to the County on demand, or at the County's option the County may withhold the amount thereof from any sums due the Contractor under this Contract.

#### **D. PAYMENT PROVISIONS**

The sum of the payments due to the Contractor is limited to the amount of money stated in 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. INVOICING PROCEDURES**

Coordination of the project will be through the Harris County using department, and all invoices must be routed through that 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 received by the Auditor's Office – Accounts Payable Department; therefore, payment to the Contractor may take up to one (1) month from the date the invoice is initially approved by the Harris County using department and received in Accounts Payable. Payment shall be in accordance with Harris County's Policy for Payment.

For prospective vendors downloading this IFB from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>, and/or CivCast at <https://purchasing.harriscountytexas.gov/Pages/CurrentSolicitations.aspx>, the Harris County Policy for Payment may also be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, TX

#### **F. RETENTION**

The County may retain up to 20% of the funds pending a supplemental inspection in no fewer than thirty (30) days. Following a satisfactory supplemental inspection, the retainage will be paid to the Contractor upon availability of grant funds following the final thirty (30) day inspection.



If any problems are identified in this supplemental inspection, the County shall notify the Contractor to come back and correct the same within a reasonable amount of time, not to exceed two (2) weeks after notification by the County. Should the Contractor fail to do so, the County will not disburse the retainage and may take any necessary legal recourse, and the Contractor will be barred from performing any more work for the County. In addition, should the Contractor be doing other work for the County and fails to correct any warranty problems, no other payments will be made to him/her until such problems are corrected.

## **G. PROGRESS PAYMENTS**

The provisions of this section shall only apply if progress milestones have been specified for the work.

1. If progress milestones have been specified, then payments for the work will be made as the requirements of such progress milestones are met. Progress payments for the work will be made by County upon proper application by Contractor during the progress of the work and according to the terms of payment as specified. Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each item for payment shown in any County schedule for the project and each change order will be itemized on the invoice.
2. Payments otherwise due may be withheld by County on account of defective work not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the contract, or to protect County against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, County may remove them at Contractor's expense.
3. Payment of the final progress milestone payment or any retention will be made by County upon:
  - a. Submission of an invoice for satisfactory completion of the requirements of a progress milestone as defined in any applicable County schedule, and in the amount associated with the progress milestone;
  - b. Written acceptance of the work by County;
  - c. Delivery of all drawings and specifications, if required by County;
  - d. Delivery of executed full releases of any and all liens arising out of the contract; and
  - e. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.
4. If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to County to indemnify County against any claim or lien at no cost to County.
5. Acceptance by Contractor of payment of the final progress milestone payment by County will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against County, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of the

contract. However, payment for the final progress milestone by the County will not constitute a waiver, release or discharge of any claims or demands which County then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of the contract.

## **H. PAYROLL SUBMISSION**

If Davis-Bacon or Prevailing Wages are applicable to the Project, 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.

## **I. WAGE & LABOR COMPLIANCE**

If Davis-Bacon or Prevailing Wages are applicable to the Project, 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.

## **J. 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 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.

## **K. CHANGE ORDERS**

Without invalidating the Contract, changes may be made to the plans or specifications, or to decrease or increase the quantity of Work to be performed or of materials, equipment, or supplies to be furnished,

pursuant to change orders executed in accordance with the procedures set forth in the General Conditions applicable to this Contract.

#### **L. 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.

#### **M. 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.

## N. 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 P, *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 P 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.**

## O. 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.

## **P. INSPECTION**

Harris County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the Contract.

The County has the right to inspect and test all items and services called for by the Contract, to the extent practicable at all times and places during the term of the Contract, which may include inspection of work in progress and wherever work is being conducted. The County shall perform inspections and tests in a manner that will not unduly delay the work.

When work is nearing completion, the Contractor shall notify the County of a specific date when the job will be ready for a final inspection. The purpose of the final inspection is to guarantee that all work called for in the Contract has been completed according to specification. If progress inspections were conducted often enough to make mid-course corrections, the final inspection should only need to catch those items which have been done since the last inspection. The final inspection will be as thorough and deliberate as the initial inspection.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service or (2) terminate the contract for default.

## **Q. 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 be entirely responsible for security and safety at the Site until it is turned over to the County. 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 to the Site 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 allowed on the Site nor be used in the Work.

## **R. HAZARDOUS MATERIALS**

Materials used in the project shall be free of hazardous materials, except as may be specifically provided for in the specifications.

## **S. SUPERVISION**

The Contractor shall provide competent management for the Project, approved by County, who shall be at the Site (if applicable) and 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.

#### **T. 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.

#### **U. DEBRIS / SITE CLEANUP**

For any work or services which involve construction or public work, the Contractor and/or its subcontractors is responsible for cleaning all work areas daily and at the end of the work day. Contractor shall keep worksite clear of all work-generated debris which may endanger the safety of others, including the public. All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas. The Contractor and/or its subcontractors must examine the work area and determine any unsuitable work condition. Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the County's attention in written form.

#### **V. SUBCONTRACTORS**

Harris County must approve the actual subcontractors prior to their use. Bidder 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. Contractor assumes responsibility for the performance of the subcontractor; therefore, Bidder 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.

#### **W. INSURANCE**

Contractor performing services under the contract awarded pursuant to this IFB must provide the types and amounts of insurance specified in the *Minimum Insurance Requirements*, included as Attachment M. All construction contractors and construction subcontractors performing services under this contract shall also provide the types and amounts of insurance set forth in the *General Conditions* attachment, when applicable. Contractor is advised to carefully review such insurance requirements. All insurance must provide coverage for work on residential properties. By submitting a bid, 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 M for more information on *Minimum Insurance Requirements*.

#### **X. WAIVER OF SUBROGATION**



Contractor and Contractor'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 Contractor's performance under this agreement.

#### **Y. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

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

#### **Z. 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.

#### **AA. COLOR SELECTION**

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

#### **BB. 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>

#### **CC. MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", Contractor must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Contractor shall furnish this documentation for any material proposed within Contractor's bid subject to the Act.

#### **DD. 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.

#### **EE. 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.

#### **FF. CONTRACT TRANSITION**

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

#### **GG. SUBSTANTIAL COMPLETION**

Substantial Completion of the required Work shall occur when, in the sole determination of the County, all of the applicable conditions set forth below have been satisfied:

1. Contractor has submitted written certification to the County that the project, or designated portion of project, is substantially complete, and requests a final inspection. Upon receipt of written request that project is substantially complete, the County will proceed with inspection within 10 days of receipt of request or will advise the Contractor of items that prevent the project from being designated as substantially complete.
2. Contractor has obtained and delivered to the County:
  - a. the required written approval of any agency having jurisdiction over the work (if applicable), and
  - b. all certificates of inspection for the work (if applicable).

3. Contractor has completed all training sessions required by the County for equipment and/or systems installed for the Project (if applicable).
4. All utilities specified or required under the Contract are connected and function properly.
5. When work is determined to be substantially complete, the County will prepare a list of deficiencies (“Punch List”) to be corrected before Final Acceptance. The County will issue a Letter of Substantial Completion. If work is not determined to be substantially complete, the County will notify the Contractor in writing. After completing work, the Contractor shall resubmit certification and request a new final inspection. Contractor and the County must agree in writing upon the Final Punch List and the date for Final Acceptance of all required work, including completion of all Punch List items, or, if they are unable to agree, the County shall prepare and issue in writing to the Contractor the Final Punch List and the date of Final Acceptance.
6. All work, except the items on the Final Punch List as approved by the County’s Representative, is complete in all respects and is in compliance with the Contract to the satisfaction of the County’s Representative.
7. Alternatively, Substantial Completion shall occur on any date certified by the County, who shall have discretion to waive any of the foregoing conditions.

#### **HH. PUNCH LIST**

In cases of construction projects, the County shall develop a Punch List toward the end of the job. A punch list is a listing of items written as specifications, which constitute the work necessary to complete the contract. The punch list will represent work yet to be done, not additional work over and above the original or amended contract. Once the punch list has been prepared, no other work items are expected of the Contractor. If the punch list contains more than ten (10) items, the Contractor is not ready for a final inspection.

Upon completion of the inspection, the County shall issue a punch list indicating any items that must be addressed. If any of the services do not conform to Contract requirements, the County may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

#### **II. ACCEPTANCE**

Upon completion but prior to the Acceptance of the work by Harris County, the Contractor shall submit, if applicable, a written statement of substantial compliance sealed by a professional engineer licensed in the State of Texas. The written statement of substantial compliance must acknowledge that all construction materials and operations used in the project were tested and inspected and that they comply with all the specifications applicable to the project. After all items on the Punch List (if applicable) have been satisfactorily completed, and all warranties issued, the project can be brought to final resolution. Depending on the project, the County may require written documentation that the work has been inspected and Accepted.

Final inspection and Acceptance of all work performed, reports and other deliverables will be performed by the County or its designee. The basis for Acceptance shall be compliance with the requirements and

other terms and conditions of the Contract. Deliverable items that are rejected shall be corrected in accordance with applicable clauses.

**JJ. TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Contractor is advised to consult Harris County Purchasing for instructions. The place of delivery shall be as directed by the County.

**KK. WARRANTIES**

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

Labor, materials, and equipment furnished under the Contract shall be of the type and quality required by the Scope of Work and Contract, new (unless otherwise required or permitted by the Contract) and installed in a good and workmanlike manner and otherwise in accordance with the Contract. Contractor shall use sound construction principles and practices in the performance of the work; apply to the work a high degree of skill, care, judgment and supervision to assure that the work is performed properly and in accordance with the Contract; and ensure the work will be free from defects not inherent in the quality required or permitted.

All work performed by the Contractor shall be guaranteed for a period of **[XXX]** years. Such warranty will be stipulated in the Contract between the Contractor and the County. For a period of one (1) year, the County may require the Contractor to correct defects or problems arising from his or her work under this Contract. Should the Contractor fail to do so, the County may take any necessary legal recourse as prescribed in the Contract. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks for Contractor to respond.

**LL. 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.

**MM. 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.

## **NN. 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.

## **VIII. ATTACHMENTS**

- Attachment A – Bid & Addenda Acknowledgement
- Attachment B – Bid Schedule / Pricing Form
- Attachment C – Certification Regarding Lobbying
- Attachment D – Statement of Bidder Qualifications
- Attachment E – Subcontractor Listing Form
- Attachment F – References
- Attachment G – Contractor Profile
- Attachment H – Bid Check Return Authorization Form
- Attachment I – Performance Bond for Public Works Contracts over \$100,000
- Attachment J – Performance Bond for Non-public Works Contracts over \$50,000
- Attachment K – Payment Bond
- Attachment L – Certification of Compliance with Federal Standards & Requirements
- Attachment M – Minimum Insurance Requirements
- Attachment N – Workers’ Compensation Insurance Coverage Rule 110.110
- Attachment O – Davis Bacon Current Wage Decision
- Attachment P – Required Contract Provisions
- Attachment Q – Section 3 Clause
- Attachment R – Section 3 Utilization Plan & Statement of Compliance
- Attachment S – Section 3 Business Concern Self-Certification Form
- Attachment T – Standards & Specifications **[REMOVE THIS TEXT AND THE RELATED ATTACHMENTS IF THERE ARE NO STANDARDS OR SPECIFICATIONS]**

- Attachment U – Plans & Drawings **[REMOVE THIS TEXT AND THE RELATED ATTACHMENTS IF THERE ARE NO PLANS OR DRAWINGS]**
- Attachment V – General Conditions **[REMOVE THIS TEXT AND THE RELATED ATTACHMENTS IF THERE ARE NO GENERAL CONDITIONS]**
- Attachment W – General Notices, Notes & Information **[REMOVE THIS TEXT AND THE RELATED ATTACHMENTS IF THERE ARE NO GENERAL NOTICES]**
- Attachment X – Project Signs / Plaques **[REMOVE THIS TEXT AND THE RELATED ATTACHMENTS IF THERE ARE NO PROJECT SIGNS OR PLAQUES]**
- Attachment Y – GLO Compliance Package **[REMOVE THIS TEXT AND THE RELATED ATTACHMENTS IF NOT GLO-FUNDED]**

Attachment A  
**BID & ADDENDA ACKNOWLEDGEMENT**

**Addenda Acknowledgement**

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

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

No addenda were received

**Bid Acknowledgement**

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

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the Bidder and agreed to abide by all conditions of this Invitation for Bid and certify that I have read and understand the bidding documents in their entirety. In signing this Acknowledgement, I attest that under this Bid I shall provide the goods and/or services requested in this Invitation for Bids according to the published provisions of this IFB. I confirm the Pricing provided to the County under this IFB and certify that all statements made are true, complete and correct.

\_\_\_\_\_

**Authorized Signature**

**Date**

Authorized Representative Name (First & Last): \_\_\_\_\_

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

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

Bidder DUNS Number: \_\_\_\_\_

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

**FOR INTERNAL USE**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

HARRIS COUNTY JUDGE **LINA HIDALGO**

Attachment B  
**BID SCHEDULE / PRICING FORM**

**[INSERT OR ATTACH BID SCHEDULE / PRICING FORM]**

**PRICING**

Bidder must provide pricing in the units requested within this IFB. Any quantities provided are based on estimates, and Bidder acknowledges that Harris County may require more or less. Where unit pricing and extended pricing differ, unit pricing governs.

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typed. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the successful Bidder and included in the Bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.

**MAINTENANCE**

If applicable, maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Bid Schedule / Pricing Form. If Harris County opts to include maintenance, it shall be so stated in the Scope of Work and resulting contract, and said cost shall be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly, if applicable.



Attachment C  
**CERTIFICATION REGARDING LOBBYING**  
(To be submitted with each bid exceeding \$100,000)

The undersigned [Bidder] 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.

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

Bidder, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Bidder 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 Bidder's Authorized Official

\_\_\_\_\_  
Signature of Bidder's Authorized Official

\_\_\_\_\_  
Date

Attachment C  
**CERTIFICATION REGARDING LOBBYING**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee _____ Tier                      If Known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>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</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form – LLL (Rev. 7-97)</b>	

Attachment D  
**STATEMENT OF BIDDER QUALIFICATIONS**

This Statement of Bidder Qualifications requests information about Bidder that will be used in the evaluation of Bidder responsibility. All Bidders must complete this form in its entirety and submit with the Bid. 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 Bid 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 BIDDER 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 IFB 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. For each project, as applicable, provide the name, nature of the project, size (SF), location, cost, completion date, owner and architect. Attach additional pages as necessary:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

List the major projects your organization has in progress, giving the name and location of the project as well as nature of the type of services you are providing. Provide dollar amount of contract, type of work, percent complete, estimated completion date, and owner information for each project:

\$ Amount of Contract	Type of Work	Est. Date of Completion	Name and Address of Owner
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Attachment D  
**STATEMENT OF BIDDER QUALIFICATIONS**

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 IFB. Identify which of the project(s) listed on Attachment F, *References*, best exemplify these concepts and experiences. Attach additional pages as necessary:

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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 Bidder proposes to sublet in case of award of contract, including amount and type:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

List of Surety Bonds in Force on the above incomplete work:

\$ Amount of Contract	Amount of Bond	Name of Surety Company
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

**Equipment Schedule** (if applicable)

List of equipment owned by Bidder that is in serviceable condition and available for use:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

Attachment D  
**STATEMENT OF BIDDER 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 Bidder's Representative)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position Title) (Name of Organization)

and that: (1) the Bidder bidding this work 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 work; (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 and the schedule of equipment 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 and schedule of equipment are true and correct.

\_\_\_\_\_, sworn to before me this \_\_\_\_\_ day  
(Name of Bidder's Representative)  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(Seal)  
My Commission expires

Attachment E  
**SUBCONTRACTOR LISTING FORM**

Contractor must provide information below for any potential subcontractors, professionals, suppliers, and vendors used in connection with the project. The County reserves the right to reject proposed subcontractors 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Attachment F  
**REFERENCES**

Reference #4

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

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 as apparent low bidder.)

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*)

**Racial/Ethnic Codes:**

- White American  
 Black/African American  
 Asian/Pacific American  
 Native American  
 Hispanic Americans  
 Hasidic Jews  
 Multi-racial \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

Attachment H  
**BID CHECK RETURN AUTHORIZATION FORM**

Bidder must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Harris County, **not payable to any individual**.

If a bid, the County Clerk may retain the bid checks of the three lowest Bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The County Clerk shall return the bid checks of all other Bidders at any time within seventy-two (72) hours following the opening of bids. If an IFB, all bid checks will be retained by the Office of the Purchasing Agent until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Harris County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful Bidder, or
2. a performance bond, and payment bond, if required, has replaced the bid check, or
3. upon completion of contract.

Bid \_\_\_\_\_ for:

Cashier's Check Number \_\_\_\_\_, Drawn on

Bank of \_\_\_\_\_, Dated \_\_\_\_\_  
in

the amount of \$\_\_\_\_\_.

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

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

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

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

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**For Use of County Clerk/Purchasing Agent Only:**

Date Check Mailed: \_\_\_\_\_ By: \_\_\_\_\_

Ledger Number: \_\_\_\_\_ Dept: \_\_\_\_\_

Attachment I

PERFORMANCE BOND FOR PUBLIC WORKS CONTRACTS OVER \$100,000

BOND NO. \_\_\_\_\_

Public Works Contracts Over \$100,000 – Pursuant to Texas Government Code 2253.001, et.seq, as amended

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THE PRESENTS:

That \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter called the Principal;
and \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, a corporation;
existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business
in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_ State of
\_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought
within said State, is (name): \_\_\_\_\_ address: \_\_\_\_\_ hereinafter
called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of \_\_\_\_\_ Dollars
(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators
executors successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has entered
into a certain written contract with the Oblige, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ to:

Job No.

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent
as if copied at length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of
Harris, Texas, all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and
every provision contained in said contract and agreement, and further agree, bind and obligate themselves to save and keep
harmless the County of Harris from any and all damages expense and claims of every kind and character which the County
of Harris may suffer directly or indirectly, as a result of the execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or
abandoned by him, or declared abandoned or suspended by the County, then said Surety shall have the right and privilege
within five (5) days after the date of notice of such action from the County, to assume control of the contract and all work
thereunder and to sublet or complete it in strict conformity with the provisions of said contract; and provided, further, that
failure on the part of the Surety to do so within said five (5) days will work an immediate forfeiture of all right to thereafter
assume control of the contract and the work thereunder. Failure of the County to give the Surety notice of any default
neglect, or omission of the Principal shall not diminish the obligations of the Surety in any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code
2253.001, et. seq, as amended, and all liabilities of this bond shall be determined in accordance with the provisions of said
article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_ day
of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
(Principal)

I certify that the Commissioner's
Court approved this Bond on
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Deputy County Clerk

By: \_\_\_\_\_  
(Attorney-in-fact)

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

Phone: \_\_\_\_\_

Attachment J

**PERFORMANCE BOND FOR NON-PUBLIC WORKS CONTRACTS OVER \$50,000**

BOND NO. \_\_\_\_\_

Non-Public Works Contracts Over \$50,000 – Pursuant to Local Government Code 262.032

**STATE OF TEXAS  
COUNTY OF HARRIS**

**KNOW ALL MEN BY THE PRESENTS:**

That \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter called the Principal; and \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, a corporation; existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_ State of \_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (name): \_\_\_\_\_ address: \_\_\_\_\_ hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators executors successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ to:

**Job No.**

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent as if copied at length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of Harris, Texas, all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and every provision contained in said contract and agreement, and further agree, bind and obligate themselves to save and keep harmless the County of Harris from any and all damages expense and claims of every kind and character which the County of Harris may suffer directly or indirectly, as a result of the execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or abandoned by him, or declared abandoned or suspended by the County, then said Surety shall have the right and privilege within five (5) days after the date of notice of such action from the County, to assume control of the contract and all work thereunder and to sublet or complete it in strict conformity with the provisions of said contract; and provided, further, that failure on the part of the Surety to do so within said five (5) days will work an immediate forfeiture of all right to thereafter assume control of the contract and the work thereunder. Failure of the County to give the Surety notice of any default neglect, or omission of the Principal shall not diminish the obligations of the Surety in any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Local Government Code 262.032 and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)

I certify that the Commissioner's Court approved this Bond on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Deputy County Clerk

By: \_\_\_\_\_  
(Attorney-in-fact)

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

Phone: \_\_\_\_\_

Attachment K

PAYMENT BOND

Texas Department of Insurance 1-800-578-4677

BOND NUMBER \_\_\_\_\_

Pursuant to Texas Government Code 2253.001, et. seq, as amended

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, address: \_\_\_\_\_, phone: (\_\_\_\_) \_\_\_\_\_,
Hereinafter called the Principle; and \_\_\_\_\_, mailing address:
\_\_\_\_\_, physical address:
\_\_\_\_\_, phone: \_\_\_\_\_, a corporation;
existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying
business in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_, State
of \_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in
all suits and actions brought within said State, is (individual's name): \_\_\_\_\_,
mailing address: \_\_\_\_\_, physical address:
\_\_\_\_\_, phone:
\_\_\_\_\_

\_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of
Texas, in the full sum of \_\_\_\_\_ Dollars \_\_\_\_\_ for the payment whereof,
the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,
for Job \_\_\_\_\_, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all
claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said
contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of, Texas Government Code 2253.001, et.
seq, as amended, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the
same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of
\_\_\_\_\_, 20 \_\_\_\_\_.

Accepted and Approved on behalf of Harris County \_\_\_\_\_ on
\_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

Countersignature: \_\_\_\_\_

By: \_\_\_\_\_  
(Attorney-in-fact)

Agency Name: \_\_\_\_\_

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

License No.: \_\_\_\_\_

Phone
No.: \_\_\_\_\_

## Attachment L

# CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Bidder] certifies, to the best of his or her knowledge that \_\_\_\_\_, Bidder company or legal entity responding to this IFB, 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 P), 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. **Bidder must initial by each regulatory requirement and sign below.**

- \_\_\_\_\_ **A. ACCESS TO RECORDS & RECORD RETENTION** – Bidder 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 Bidder(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Bidder 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** – Bidder 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 Bidder 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 (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- \_\_\_\_\_ **C. BYRD ANTI-LOBBYING AGREEMENT** – Bidder submitting bids exceeding \$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)** – Bidder 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, Bidder 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. Bidder 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 Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

## Attachment L

### **CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS**

For any subcontractors under this contract receiving contracts in excess of \$150,000 Bidder 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** – Bidder 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** – Bidder 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** – Bidder agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Bidder 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, Bidder 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** – Bidder 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** – Bidder 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).

**L. EQUAL EMPLOYMENT OPPORTUNITY** – Bidder 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



## Attachment L

### **CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS**

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).

Bidder 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. Bidder 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*** – Bidder 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.

Bidder 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*** – Bidder agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Bidder 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. Bidder 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.

Bidder 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*** – Bidder agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Bidder 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*** – Bidder 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*** – Bidder 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, Bidder 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. Bidder agrees to 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

## Attachment L

### CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

- 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*** – Bidder 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 Bidder shall procure and maintain, with respect to the subject matter of this Invitation for Bids, 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 Invitation for Bids. Certification of such coverage must be provided to the County upon request.

\_\_\_\_\_ **S. *LEAD BASED PAINT*** – Bidder 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*** – Bidder 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. Bidder agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid; Paid or agreed to pay any other person, firm, corporation Bidder or potential Bidder 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 Bid or the Bid of any other Bidder; 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*** – Bidder 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, Bidder agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Bidder 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](http://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 Bidder becomes aware of facts that require the statement to be filed.

\_\_\_\_\_ **W. *PREVAILING WAGES*** – Bidder 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



## Attachment M

### 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

### **WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

If this bid package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

## Attachment N

### **WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Revised 4/02

Attachment O  
**DAVIS BACON WAGE DECISION**

Current Davis Bacon Wage Decision is attached

**[INSERT / ATTACH CURRENT WAGE DECISION]**

## Attachment P

### **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 work 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 bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County. 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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### **REQUIRED CONTRACT PROVISIONS**

#### **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

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### **REQUIRED CONTRACT PROVISIONS**

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).

#### **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.

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### **REQUIRED CONTRACT PROVISIONS**

- (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.

#### **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.

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### **REQUIRED CONTRACT PROVISIONS**

If Davis Bacon is applicable, Harris County will provide a copy of the current *Davis Bacon Wage Decision* with the 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.

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](http://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

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### **REQUIRED CONTRACT PROVISIONS**

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 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.

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.

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### **REQUIRED CONTRACT PROVISIONS**

#### **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 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

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### **REQUIRED CONTRACT PROVISIONS**

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.

The Contractor 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 Contractor 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 Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors 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 Contractor 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 subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor 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 Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; 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)**

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### **REQUIRED CONTRACT PROVISIONS**

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.

### **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.



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### **REQUIRED CONTRACT PROVISIONS**

- 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 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,

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### **REQUIRED CONTRACT PROVISIONS**

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.
  - 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.

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### **REQUIRED CONTRACT PROVISIONS**

- 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.
- 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

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### **REQUIRED CONTRACT PROVISIONS**

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 and subcontractors 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.
- 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 Invitation for Bids, 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 Invitation for Bids. 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.

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### **REQUIRED CONTRACT PROVISIONS**

#### **LEAD-BASED PAINT (24 CFR 570.608)**

Contractor and subcontractors 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, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.
- b. Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder 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 Bid or the Bid of any other Bidder.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

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](http://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

## Attachment P

### **REQUIRED CONTRACT PROVISIONS**

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 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

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### **REQUIRED CONTRACT PROVISIONS**

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](http://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 bid 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 venture 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 bid, that bid 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 Wages attached and incorporated by reference. In submitting a Bid, 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

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### **REQUIRED CONTRACT PROVISIONS**

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.

#### **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 bid or proposal, Bidder 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



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### **REQUIRED CONTRACT PROVISIONS**

- 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. A Bidder 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. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder 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 a Bidder (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:
  - 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

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### **REQUIRED CONTRACT PROVISIONS**

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.

### **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. §

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### **REQUIRED CONTRACT PROVISIONS**

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 / IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES / DOES NOT] 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.

#### **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

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### **REQUIRED CONTRACT PROVISIONS**

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 VIII, portion of this IFB.

#### **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.

#### **VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS**

## Attachment P

### **REQUIRED CONTRACT PROVISIONS**

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](http://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 bid in order to ensure that their bid 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 bids 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 Q  
**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 R  
**HARRIS COUNTY**

**SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE**

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

**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 Residents<sup>1</sup> 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 Concerns<sup>2</sup> 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\***

<sup>1</sup> 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.

<sup>2</sup> 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 R  
**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 <u>currently 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	
<b>Total Number of New Hires Needed</b> (Total of Column 4)	
<b>Percentage of New Hires that will be Section 3</b> (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	





Attachment R  
**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	
<b>Total Amount to be Subcontracted to Section 3 Business Concerns</b>	<b>\$</b>
<b>Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns</b>	<b>%</b>



## Attachment R

# 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 R

### 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 R
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 T  
**STANDARDS & SPECIFICATIONS**

**[INSERT OR ATTACH STANDARDS & SPECIFICATIONS]**

Or download when available from BuySpeed at <https://bids.hctx.net/bsol/login.jsp> and/or CivCast at:  
<https://purchasing.harriscountytexas.gov/Pages/CurrentSolicitations.aspx>

Attachment U  
**PLANS & DRAWINGS**

**[INSERT OR ATTACH PLANS & DRAWINGS]**

Or download when available from BuySpeed at <https://bids.hctx.net/bsol/login.jsp> and/or CivCast at:  
<https://purchasing.harriscountytexas.gov/Pages/CurrentSolicitations.aspx>

Attachment V  
**GENERAL CONDITIONS**

**[INSERT / ATTACH APPLICABLE GENERAL CONDITIONS FROM USER DEPARTMENT  
I.E. BUILDING, CONSTRUCTION, BRIDGES, ETC.]**

For prospective vendors downloading this IFB from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp> and/or CivCast at <https://purchasing.harriscountytexas.gov/Pages/CurrentSolicitations.aspx>, the General Conditions may also be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, TX



Attachment W  
**GENERAL NOTICES, NOTES & INFORMATION**

**[INSERT / ATTACH GENERAL NOTICES, NOTES & INFORMATION FROM USER DEPARTMENT. REMOVE / DELETE IF NOT APPLICABLE]**

For prospective vendors downloading this IFB from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp> and/or CivCast at <https://purchasing.harriscountytexas.gov/Pages/CurrentSolicitations.aspx>, the General Notices, Notes, & Information may also be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, TX

Attachment X  
**PROJECT SIGNS & PLAQUES**

**[INSERT / ATTACH PROJECT SIGNS OR BRONZE PLAQUE INFORMATION FROM USER DEPARTMENT. REMOVE / DELETE IF NOT APPLICABLE]**

## 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

## **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 Y  
**GLO COMPLIANCE PACKAGE**  
**GLO CONTRACTOR BID CERTIFICATION**



<b>GLO Contractor Bid Certification</b>	
<b>Subrecipient: Harris County</b>	<b>Contract Number:</b>
<b>Contractor Name:</b>	
<b>Contractor Address:</b>	<b>Phone:</b>

1. I understand that I am bidding on a contract 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 Y

**GLO COMPLIANCE PACKAGE**

**GLO CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS**

<b>U.S. Department of Housing and Urban Development</b>	
<b>INSTRUCTIONS</b>	
CERTIFICATION OF BIDDER 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 BIDDER (include ZIP Code)	
<b>CERTIFICATION BY BIDDER</b>	
Bidder 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 IFB 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 Y

**GLO COMPLIANCE PACKAGE**

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



<b><u>THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:</u></b>
<input type="checkbox"/> Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: <ol style="list-style-type: none"> <li>1. That is 51% or more owned by Section 3 Resident(s); or</li> <li>2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or</li> <li>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.</li> </ol>
<input type="checkbox"/> Is <b>NOT</b> 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.
<b><u>EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)</u></b>
<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.
<b><u>EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS</u></b>
<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:** \_\_\_\_\_